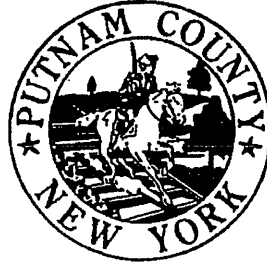


THE PUTNAM COUNTY LEGISLATURE

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

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

REGULAR MEETING  
OF THE  
PUTNAM COUNTY LEGISLATURE  
TO BE HELD IN THE  
HISTORIC COURTHOUSE  
CARMEL, NEW YORK 10512

Tuesday April 1, 2025 7:00 P.M.

1. Pledge of Allegiance
2. Legislative Prayer
3. Roll Call

PROCLAMATIONS

Alcohol Awareness Month

Autism Acceptance Month

Child Abuse Prevention Month

Donate Life Month

Healthy Teen Brain Day – April 20, 2025

National Library Week

National Telecommunicators' Week – April 13-19, 2025

Peers Influence Peers Partnership Month

Teen Driver Safety Awareness Month

4. Correspondence
  - a) County Auditor

**5. Pre-filed resolutions:**

**PERSONNEL COMMITTEE**  
**(Chairman Jonke, Legislators Addonizio & Gouldman)**

- 5a. Approval – Budgetary Transfer (25T052) – Real Property – Temporary**
- 5b. Approval – Budgetary Transfer (25T053) – Social Services – Reclassification – Temporary Youth Aid to Part-Time Youth Program Specialist**
- 5c. Approval – Budgetary Transfer (25T056) – Social Services – Pay Differential – Coordinator of Child Support**

**PROTECTIVE SERVICES COMMITTEE**  
**(Chairman Jonke, Legislators Addonizio & Birmingham)**

- 5d. Approval – Grant Application – Social Services – Sheriff’s Office - Bureau of Justice Assistance (BJA) FY2025 Connect and Protect: Law Enforcement Behavioral Health Response Program**

**RULES, ENACTMENTS & INTERGOVERNMENTAL RELATIONS COMMITTEE**  
**(Chairman Birmingham, Legislators Ellner & Gouldman)**

- 5e. Approval – Budgetary Transfer (25T064) – Putnam Arts Council – County Contribution – Subcontingency**

**HEALTH, SOCIAL, EDUCATIONAL & ENVIRONMENTAL COMMITTEE**  
**(Chairwoman Addonizio, Legislator Ellner & Russo)**

- 5f. Approval – Budgetary Amendment (25A025) – Social Services – Opioid Settlement Trust Monies – RFP 07-2024**
- 5g. Approval – Budgetary Transfer (25T063) – Social Services – Contracts – Resource Center for Accessible Living (RCAL)**
- 5h. Approval – Appointment – Putnam County Board of Health**

**PHYSICAL SERVICES COMMITTEE**  
(Chairman Ellner, Legislators Crowley & Jonke)

- 5i. **Approval - Budgetary Amendment (25A023) – Planning – NYSDOT Urban Master Agreement Contract K007559 – MEP Funding**
- 5j. **Approval – Budgetary Amendment (25A024) – Soil & Water Conservation District – Performance Measures – Part C Funds**
- 5k. **Approval – Budgetary Transfer (25T062) – DPW – Close Out Capital Projects**

**ECONOMIC DEVELOPMENT & ENERGY COMMITTEE**  
(Chairman Gouldman, Legislators Birmingham & Ellner)

- 5L. **Approval – Budgetary Amendment (25A022) – Tourism – Decrease in I Love NY Funding**

**AUDIT & ADMINISTRATION COMMITTEE**  
(Chairwoman Sayegh, Legislators Birmingham & Crowley)

- 5m. **Approval – Budgetary Amendment (24A139) – Finance - Year End Journal Entry #3**
- 5n. **Approval – Budgetary Amendment (25A026) – Social Services – Adoption and Legal Guardianship Incentive Funds for Local Departments of Social Services (LDSSs) Recruitment Activities**
- 5o. **Approval – Rescind Resolution #74 of 2025 and Approve Revised Budgetary Transfer (25A027) – Finance – Civil Service Employee’s Association, Inc. (CSEA) Contract Settlement**
- 5p. **Approval – Write Off Delinquent Real Property Taxes – Town of Patterson Tax Map #4.-1-68**
- 5q. **Approval – Write Off Delinquent Real Property Taxes – Town of Patterson Tax Map #999.-99-102**
- 5r. **Approval – Write Off Delinquent Real Property Taxes – Town of Putnam Valley Tax Map #73.8-1-52**
- 5s. **Approval – Putnam County’s Request for the County Sales Tax Rate to be Established at a Rate of 3.75% for the Period from December 1, 2025 through November 30, 2028**
- 6. **Other Business**

- 6a. Approval – Resolution of the Putnam County Legislature Urging the State of New York to Recognize Emergency Medical Services as an Essential Service and to Enact Legislation to Ensure the Sustainability of EMS Providers through Funding, Reimbursement Reform, and other Support Measures – Proposed by Legislator Montgomery**
- 6b. Approval – Resolution Establishing a Sales Tax Revenue Sharing Mechanism Between Putnam County and the Towns and Villages Within the County – Proposed by Legislator Montgomery**
- 7. Recognition of Public on Agenda Items**
- 8. Recognition of Legislators**
- 9. Adjournment**

# Proclamation

## April 2025 as Alcohol Awareness Month

**WHEREAS**, alcohol is the most commonly used addictive substance in the United States. 28.8 million adults ages 18 and older suffer from a diagnosable Alcohol Use Disorder; and

**WHEREAS**, underage alcohol presents an enormous public health issue and alcohol is the most prevalently used substance among children and adolescents. Annually, approximately 3,602 youth under the age of 21 die from motor vehicle crashes, other unintentional injuries, homicides, and suicides that involve underage drinking; 140,000 persons die each year from alcohol-related causes: drinking and driving crashes, other accidents, falls, fires, alcohol-related homicides and suicides; and

**WHEREAS**, negative health, social, and economic problems result from the use of alcohol by youth. Underage alcohol use is a causal factor in a host of serious problems, including traumatic injury, violent and property crime, high-risk sexual activity, Fetal Alcohol Syndrome, alcohol poisoning, and need for treatment for Alcohol Use Disorder; and

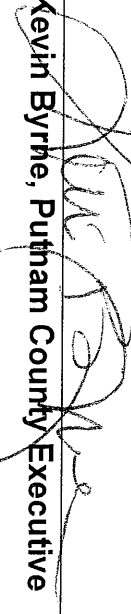
**WHEREAS**, the 2024 Prevention Needs Assessment Survey reports that 34% of Putnam 12<sup>th</sup> graders have used alcohol in the past thirty days; and

**WHEREAS**, young people who begin drinking before the age of 15 are four times more likely to develop Alcohol Use Disorder than those who begin drinking at age 21; and

**WHEREAS**, over 7.5 million children live in a household where at least one parent is dependent on or has misused alcohol; and

**WHEREAS**, alcohol-related problems cost America \$249 billion in lost productivity, absenteeism, healthcare costs, crime, and family-related problems; and

**WHEREAS**, the typical American will see 100,000 beer commercials before they turn 18; now therefore be it **RESOLVED**, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim April 2025 as Alcohol Awareness Month and along with the Putnam County Department of Mental Health, Carmel Communities That Care Coalition and all prevention, treatment and recovery providers in Putnam County; all residents are encouraged to increase their awareness of substance use disorders and the risks associated with underage drinking; all residents are encouraged to make referrals for low-threshold supportive services for any concerns of underage alcohol use or alcohol misuse.

  
Kevin Byrne, Putnam County Executive

  
Amy Sayegh, Chair, Putnam County Legislature

# Proclamation

## April as Autism Acceptance Month

**WHEREAS**, Autism Spectrum Disorder (ASD) is a neurodevelopmental difference affecting 1 in 36 children and 1 in 45 adults in the United States today; and

**WHEREAS**, individuals with autism are integral members of our communities, contributing their talents, insights, and passions to all aspects of society; and

**WHEREAS**, the focus should shift from mere awareness to genuine acceptance and inclusion, recognizing the inherent worth and dignity of all individuals with autism; and

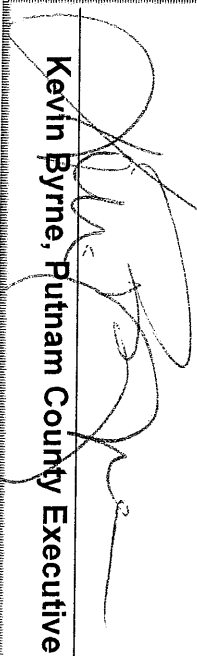
**WHEREAS**, understanding and respecting neurodiversity fosters a more inclusive and equitable society, where differences are celebrated and embraced; and

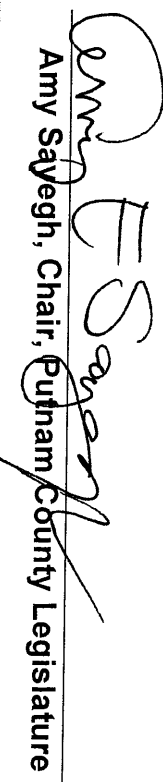
**WHEREAS**, fostering inclusive environments requires ongoing education, advocacy, and collaboration among individuals, families, educators, healthcare professionals, employers, and policymakers; and

**WHEREAS**, April provides a dedicated time to celebrate the achievements and contributions of people with Autism, and to address the challenges they may face; now therefore be it

**RESOLVED**, that the Putnam County Executive and Putnam County Legislature do hereby proclaim April 2025 as Autism Acceptance Month and that during this month, we reaffirm our commitment along with local service providers, schools and organizations to:

- Promote equality and inclusion by actively working to remove barriers and creating equitable opportunities for autistic individuals in all aspects of life.
- Foster understanding and acceptance by promoting education and awareness via events like the Putnam County Autism Awareness Walk.
- Advocate for accessibility by supporting and implementing accessible environments and resources that meet the diverse needs of autistic individuals.

  
Kevin Byrne, Putnam County Executive

  
Amy Sayegh, Chair, Putnam County Legislature

# Proclamation

## April as Child Abuse Prevention Month

**WHEREAS**, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and  
**WHEREAS**, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

**WHEREAS**, the Child Advocacy Center of Putnam County, the Department of Social Services Child Protective Services, Child Welfare Services, Legal Division, and Safe Harbour Putnam County are deeply committed to serving child abuse victims and their families with sensitivity, understanding, and compassion and providing services necessary to help healing begin; and

**WHEREAS**, the Child Advocacy Center of Putnam County, the Department of Social Services Child Protective Services, Child Welfare Services, Legal Division, and Safe Harbour Putnam County especially this month should be commended and recognized for working with schools, faith communities, civic organizations, law enforcement, and the business community to implement prevention programs to ensure the physical, mental, and emotional health and well-being of the children of Putnam County; now therefore be it

**RESOLVED**, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim April 2024 as Child Abuse Prevention Month in Putnam County and acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and **WHEREAS**, prevention remains the best defense for our children and families

  
Kevin Byrne, Putnam County Executive

  
Amy Sayegh, Chair, Putnam County Legislature

# Proclamation

## April 2025 as Donate Life Month

**WHEREAS**, through their membership in the New York State Association of Counties (NYSAC), New York's Counties have come together to collectively support several important causes; and

**WHEREAS**, in New York State there are approximately 7,881 people waiting for an organ transplant which represents the third highest need in the nation; and there are an estimated 500 New Yorkers that die every year while waiting for an organ transplant; and

**WHEREAS**, a single individual's donation of the heart, lungs, liver, kidneys, pancreas, and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 75 others; and

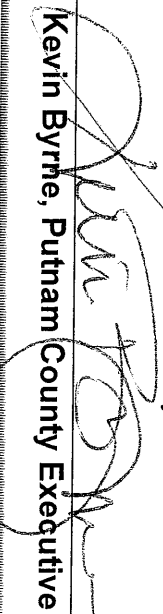
**WHEREAS**, organ, eye, and tissue donation are life-giving and healing acts recognized worldwide as expressions of compassion to those in need; and

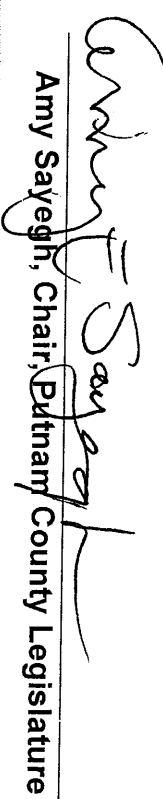
**WHEREAS**, New York State's County governments play a key role in raising awareness of the need for organ, eye, and tissue donation through the interactions County officials have with the public with regard to this subject through local DMV offices, local boards of elections, departments of health, naturalization ceremonies, and veterans' programs; and

**WHEREAS**, such interactions by Putnam County officials with the public provide opportunities for the provision of information on how individuals can help their fellow New Yorkers by signing up as organ and tissue donors; and

**WHEREAS**, the Putnam County Clerk's Office, through its Department of Motor Vehicles, wishes to promote the month of April 2025 as "Donate Life Month" in Putnam County and calls on residents to join the New York State Donate Life Registry; now, therefore, be it

**RESOLVED**, that the Putnam County Executive and the Putnam County Legislature hereby proclaim the month of April 2025 as "Donate Life Month" in Putnam County and encourage County departments involved in providing information on organ and tissue donations and enrolling residents in the New York State Donate Life Registry to engage in activities throughout the month to increase the number of organ and tissue donors and promote awareness of the need for organ and tissue donations in Putnam County.

  
Kevin Byrne, Putnam County Executive

  
Amy Sayegh, Chair, Putnam County Legislature



# Proclamation

## April 20, 2025 as Healthy Teen Brain Day

**WHEREAS**, our youth are our greatest joy and our hope for the future so it is necessary for us to support them in making safe and healthy decisions, while creating a supportive environment that safeguards their future; and

**WHEREAS**, the majority of our youth are making very healthy and safe decisions to remain marijuana-free and providing leadership in their schools and communities to help other youth remain marijuana-free; and

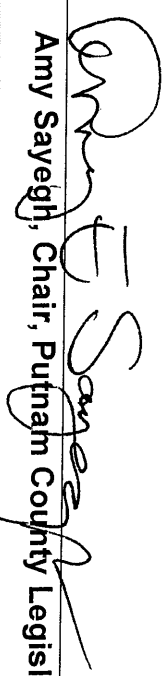
**WHEREAS**, there is strong objective evidence that marijuana is harmful to the adolescent brain, with the potential to cause distorted perceptions, difficulty with thinking and problem solving, disrupted learning and memory, and impaired reaction time, attention span, judgment, balance and coordination; and

**WHEREAS**, it is with special pleasure that we join with the youth and adult leaders of the Carmel Communities That Care Coalition in celebrating "Healthy Teen Brain Day" to applaud and support our youth who are making healthy decisions; and

**WHEREAS**, on behalf of the residents of Putnam County, we are pleased and proud to join all associated with the inception of "Healthy Teen Brain Day" and urge all residents to acknowledge this very important day; now therefore be it

**RESOLVED**, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim April 20, 2025 to be Healthy Teen Brain Day in Putnam County and proudly join my fellow residents in marking this very special occasion.

  
Kevin Byrne, Putnam County Executive

  
Amy Sayegh, Chair, Putnam County Legislature

# Proclamation

## National Library Week 2025

**WHEREAS**, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can explore new ideas and be drawn to new possibilities; and

**WHEREAS**, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and lifelong learning; and

**WHEREAS**, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive; and

**WHEREAS**, libraries partner with schools, businesses, and organizations, connecting the dots to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community; and

**WHEREAS**, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success; and

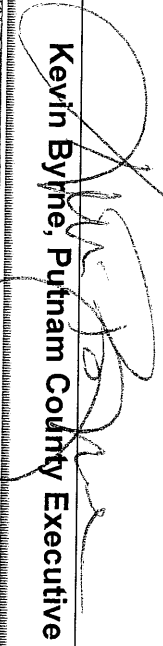
**WHEREAS**, libraries nurture young minds through storytimes, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime; and

**WHEREAS**, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression; and

**WHEREAS**, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all; and

**WHEREAS**, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme “**Drawn to the Library**”; now there be it

**RESOLVED**, that the Putnam County Legislature and Putnam County Executive proclaim April 6–12, 2025, as National Library Week. During this week, we encourage all residents to visit their library, explore its resources, and celebrate all the ways that the library draws us together as a community.

  
Kevin Byrnie, Putnam County Executive

  
Amy Sayegh, Chair, Putnam County Legislature



# Proclamation

## April 13 – 19, 2025 as National Telecommunicators' Week

**WHEREAS**, the Putnam County 911 Center answered 83,201 calls for help and dispatched Fire, EMS, and Police agencies more than 24,000 times during 2024; and

**WHEREAS**, emergencies can occur at any time that require police, fire, or emergency medical services; and

**WHEREAS**, when an emergency occurs the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS**, the safety of our police officers, firefighters, and emergency medical services personnel is dependent upon the quality and accuracy of information obtained from citizens who telephone the Putnam 911 communications center; and

**WHEREAS**, Emergency Service Dispatchers are the first and most critical contact our citizens have with emergency services; and

**WHEREAS**, Emergency Service Dispatchers are the single vital link for our police officers, firefighters, and emergency medical services by monitoring their activities by radio, providing them information and ensuring their safety; and

**WHEREAS**, Emergency Service Dispatchers of the Putnam 911 Communications Center have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

**WHEREAS**, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year; now therefore be it

**RESOLVED**, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim the week of April 13<sup>th</sup> through April 19<sup>th</sup>, 2025, to be National Telecommunicators' Week in Putnam County, in honor of the men and women whose diligence and professionalism keep our County and its citizens safe.



Kevin Byrne, Putnam County Executive



Amy Sayegh, Chair, Putnam County Legislature

# Proclamation

## April 2025 as Peers Influence Peers Partnership Month

**WHEREAS**, the use of alcohol and illegal drugs cause serious health, social, and educational problems for our young people; and one in four high school girls will suffer from an abusive relationship before they graduate; and

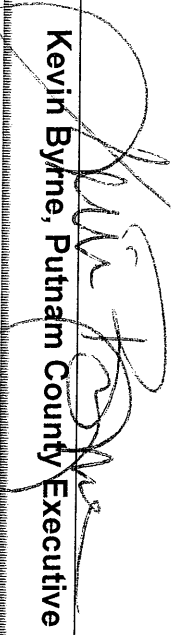
**WHEREAS**, it has been empirically proven that substance abuse is significantly involved in the three leading causes of death for young people – car crashes, homicides, and suicides – and is also a major factor in school dropouts, violence, and vandalism as well as HIV/AIDS, teenage pregnancy, rapes, and sexual assaults; and

**WHEREAS**, the recent upturns in drug and alcohol usage, as documented in state and national surveys, show that we must target effective prevention strategies at key population groups, such as middle and high school students; and

**WHEREAS**, the Peers Influence Peers Partnership has demonstrated a great deal of initiative and sophistication in developing proactive media messages against dating and domestic violence as well as alcohol and other drug use; and

**WHEREAS**, that work, which has been aired through numerous schools and cable TV systems throughout our state, has won praise from many authorities; now therefore be it

**RESOLVED**, that the Putnam County Executive and the Putnam County Legislature do hereby recognize April 2025 as Peers Influence Peers Partnership Month in hope that this declaration and a joint effort of all agencies and authorities to encourage young people to help others by encouraging them to live safe and healthy lives, may one day rid our children and their children's children of the scourge of drug and alcohol abuse.

  
Kevin Byrne, Putnam County Executive

  
Amy Sayegh, Chair, Putnam County Legislature

# Proclamation

## April 2025 as Teen Driver Safety Awareness Month

**WHEREAS**, statistics and experience demonstrate that the greatest danger to our youth in Putnam County, and throughout our country, are the dangers posed from traffic crashes; and

**WHEREAS**, highway crash statistics inform us that although teen drivers make up only 7% of the driving population, they comprise 11% of the injury related automobile crashes; and

**WHEREAS**, the leading cause of accidental deaths to our youthful population throughout the United States are automobile accidents; and

**WHEREAS**, analysis shows us that the reasons for teen overrepresentation in injury related automobile crashes include: driver inexperience, excessive speed, unnecessary risk taking, inattentive driving, and use of alcohol and drugs; and

**WHEREAS**, in Putnam County, we have too often experienced a tragedy with the death of a teen driver at the wheel. Many of these deaths have occurred during the spring and summer months with a high incidence rate during the period leading up to prom season; and

**WHEREAS**, all accidents are preventable and crash rates can be lowered through the use of education and awareness programs through the use of our school systems, law enforcement programs and youth services organizations such as Boy Scouts, Girl Scouts, Junior RTC programs, the Civil Air Patrol, and the Putnam County Sheriff's Office Cadet Program just to name a few; and

**WHEREAS**, these programs work best when there is a period set aside for local government at every level, our school districts and churches, synagogues, and youth service organizations coming together to provide these educational programs; now therefore be it

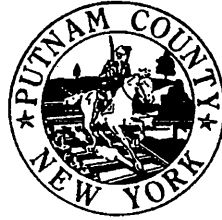
**RESOLVED**, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim April 2025 as Teen Driver Safety Awareness Month in Putnam County. We encourage all levels of government, our school districts, law enforcement, our churches and synagogues, our youth service organizations and all the citizens of Putnam County to support programs that promote teen driver safety awareness in Putnam County, thereby protecting one of our most precious resources, our children and grandchildren.

  
Kevin Byrne, Putnam County Executive

  
Amy Sayegh, Chair, Putnam County Legislature

**Michele Alfano- Sharkey**  
*County Auditor*

**Francine Romeo**  
*Deputy County Auditor*



**COUNTY AUDITOR**

#4a

County Office Building  
40 Gleneida Avenue  
Carmel, New York 10512  
Main (845)808-1040  
Fax (845)808-1900

TO: Putnam County Legislature

FROM: Michele Alfano-Sharkey  
County Auditor *MAS*

DATE: March 25, 2025

RE: Refund of Taxes

This is the report for March 25, 2025, provided by Real Property Tax Law- Section 556, Paragraph (c).

There was no activity during this reporting period.

#5a

Committee Mtg _____	Resolution # _____
Introduced By _____	Regular Mtg _____
Seconded By _____	Special Mtg _____

**APPROVAL – BUDGETARY TRANSFER (25T052) – REAL PROPERTY – TEMPORARY**

**WHEREAS, the Director of Real Property is requesting a budgetary transfer (25T052) to transfer funding from a vacant Senior Office Assistant line to the Temporary line for the extension of a Part-Time Clerk through the end of the year; 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:**

<b>10135500 51094</b>	<b>Temporary</b>	<b>14,463</b>
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**Decrease Appropriations:**

<b>10135500 51000 (105)</b>	<b>Pers. Serv – Sr. Office Assistant</b>	<b>14,463</b>
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**2025 Fiscal Impact – 0 –**

**2026 Fiscal Impact – To Be Determined**

Legislator Addonizio \_\_\_\_\_  
 Legislator Birmingham \_\_\_\_\_  
 Legislator Crowley \_\_\_\_\_  
 Legislator Ellner \_\_\_\_\_  
 Legislator Gouldman \_\_\_\_\_  
 Legislator Jonke \_\_\_\_\_  
 Legislator Montgomery \_\_\_\_\_  
 Legislator Russo \_\_\_\_\_  
 Chairwoman Sayegh \_\_\_\_\_

MICHAEL J. LEWIS  
Commissioner of Finance



cc:all  
Pers.  
A+A

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 - M/JL  
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. office 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

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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	Budget amount	Daily Rate	
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	8,552.00 233 days
				<b>\$ 14,463.00</b>

#5b

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY TRANSFER (25T053) – SOCIAL SERVICES –  
RECLASSIFICATION – TEMPORARY YOUTH AID TO PART-TIME YOUTH PROGRAM  
SPECIALIST**

**WHEREAS, the Commissioner of Social Services has requested a reclassification of a Temporary Youth Aid position to a Part-Time Youth Program Specialist; and**

**WHEREAS, 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; and**

**WHEREAS, to support the increase, funds are being transferred from the vacant Youth Program Specialist line, and excess Temporary funds directly related to this reclassification; and**

**WHEREAS, said reclassification will be effective 4/01/25; and**

**WHEREAS, the Commissioner of Finance has prepared budgetary transfer (25T053) to account for this reclassification; 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:**

**GENERAL FUND:**

**Increase Appropriations:**

10731000 51000 (105)	Pers. Serv. – Youth Program Specialist	22,874
10731000 51000 10114 (105)	Pers. Serv. – Youth Program Specialist	<u>15,249</u>
		38,123

**Decrease Appropriations:**

10731000 51000 10114 (103)	Personnel Services	
	Vacant – Youth Program Specialist	6,529
10087000 51000 (103)	Personnel Services	
	Vacant – Youth Program Specialist	4,353
10731000 51094	Temporary	9,578
10731000 51094 10114	Temporary	8,437
10087000 51094	Temporary	<u>9,226</u>
		38,123

**2025 Fiscal Impact – 0 –  
2026 Fiscal Impact \$20,648**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

cc: all  
Pers  
A+A

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 –25T053**  
DATE: March 3, 2025

2025 MAR -4 PM 2:03  
LEGISLATURE  
PUTNAM COUNTY  
CARNEL, NY

At the request of the Commissioner at DSS and Mental Health, the following budgetary amendment is required.

**GENERAL FUND**

**INCREASE APPROPRIATIONS:**

10731000 51000	(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	Youth Program Specialist	\$	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>Mentoring</u>	<u>Youth Court</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>Mentoring</u>	<u>Youth Court</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, [REDACTED]
- 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,

A handwritten signature in cursive script, appearing to read "Virginia Redlon".  
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.

#5c

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY TRANSFER (25T056) – SOCIAL SERVICES – PAY DIFFERENTIAL – COORDINATOR OF CHILD SUPPORT**

**WHEREAS, the Commissioner of Social Services has requested a Pay Differential related to backfill the Coordinator of Child Support role during its vacancy from 01/01/25 – 02/24/25; and**

**WHEREAS, this 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; and**

**WHEREAS, in coordination with the Personnel Officer and Payroll, a two-grade adjustment plus 2% was assumed for compensation for this PuMa title (\$4.0654 per hour); and**

**WHEREAS, to support the increase, funds are being utilized from a vacant Account Clerk II position; and**

**WHEREAS, the Commissioner of Finance has prepared budgetary transfer (25T056) to account for this request; 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:**

**GENERAL FUND:**

**Increase Appropriations:**

**10108000 51091 Pay Differential 975.00**

**Decrease Appropriations:**

**10108000 51000 (107) Pers. Serv. – Account Clerk II 975.00**

**2025 Fiscal Impact – 0 –**

**2026 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

MICHAEL J. LEWIS  
Commissioner of Finance



cc:all  
Pers 3-11-25  
A&A

Reso  
#7

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 s1b 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.

MICHAEL J. LEWIS  
Commissioner of Finance



cc: all  
Pers  
AVA

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**  
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.

<u>GENERAL FUND</u>			
<b><u>INCREASE APPROPRIATIONS:</u></b>			
10108000 51091	PAY DIFFERENTIAL	\$	975.00
		\$	975.00
<b><u>DECREASE APPROPRIATIONS:</u></b>			
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

# 5d

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – GRANT APPLICATION – SOCIAL SERVICES – SHERIFF’S OFFICE -  
BUREAU OF JUSTICE ASSISTANCE (BJA) FY2025 CONNECT AND PROTECT: LAW  
ENFORCEMENT BEHAVIORAL HEALTH RESPONSE PROGRAM**

**WHEREAS, Section 5-1(D)(1) of the Putnam County Code requires Legislative approval of all grant applications and renewals that require County matching funds; and**

**WHEREAS, the Department of Social Services, Mental Health in conjunction with the Putnam County Sheriff’s Office requested permission to apply for the Bureau of Justice Assistance (BJA) FY25 Connect and Protect: Law Enforcement Behavioral Health Response Program grant; and**

**WHEREAS, said funding would support the Police & Mental Health Co-Response Team (CRT) daily operations to co-respond routine and emergency calls for service involving individuals in emotional, behavioral, and psychiatric crises; and**

**WHEREAS, the anticipated award ceiling is up to \$550,000; and**

**WHEREAS, the anticipated period of performance duration is 36 months, and upon approval will go into effect October 1, 2025; and**

**WHEREAS, in years one (1) and two (2) there is a County match of 20% and a 60% County match in year three (3); and**

**WHEREAS, the grant application deadline is April 3, 2025; and**

**WHEREAS, the Protective Services Committee has reviewed and approved this request; now therefore be it**

**RESOLVED, that the Department of Social Services, Mental Health in conjunction with the Putnam County Sheriff’s Office is authorized to apply for a grant from the U.S. Department of Justice, Office of Justice Programs for the BJA FY25 Connect and Protect: Law Enforcement Behavioral Health Response Program.**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

Add'l  
#5

P-1

**PUTNAM COUNTY SHERIFF'S OFFICE  
INTER-OFFICE MEMORANDUM**

March 11, 2025

**TO:** Chairman Paul Jonke, Protective Services Committee  
Committee Member - Legislator Toni Addonizio  
Committee Member - Legislator Daniel Birmingham

**FROM:** Sheriff Kevin McConville

**SUBJECT:** Grant Application - BJA FY25 Connect and Protect: Law Enforcement Behavioral Health Response Program - Revised

The Department of Mental Health in conjunction with the Putnam County Sheriff's Office was presented with the opportunity to apply for grant funding to continue the financial support of the **Police & Mental Health Co-Response Team (CRT)**. Funds will be used to continue daily operations in regard to co-response to routine and emergency calls for service involving individuals in emotional, behavioral, and psychiatric crises. This three-year grant award is up for application and upon approval will go into effect October 1, 2025. This is matching Grant Fund by the County. The Funds shall be requested to cover:

- Salaries and Fringe for Crisis Intervention Specialist,
- Overtime and Fringe for Deputy,
- Training, travel, and other program related costs.

Thank you for your time and consideration of this request.

2025 MAR 11 PM 3:27  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

cc: Commissioner Sara Servadio, Department of Mental Health, Social Services, and Youth Bureau  
Captain Michael Knox, Operations/ Communications, Putnam County Sheriff's Office  
Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau



cc: all  
Prot  
Reso

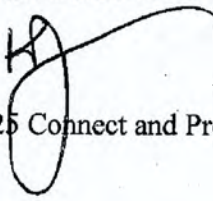
P-1

**PUTNAM COUNTY SHERIFF'S OFFICE  
INTER-OFFICE MEMORANDUM**

March 4, 2025

**TO:** Chairman Paul Jonke, Protective Services Committee  
Committee Member – Legislator Toni Addonizio  
Committee Member – Legislator Daniel Birmingham

**FROM:** Sheriff Kevin McConville



**SUBJECT:** Grant Application - BJA FY25 Connect and Protect: Law Enforcement Behavioral Health Response Program

2025 MAR -5 AM 10:53  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

The Department of Mental Health in conjunction with the Putnam County Sheriff's Office was presented with the opportunity to reapply for grant funding to continue the financial support of the **Police & Mental Health Co-Response Team (CRT)**. This is a non-matching Grant, there is no fiscal impact to the County. Funds will be used to continue daily operations in regard to corresponding to routine and emergency calls for service involving individuals in emotional, behavioral, and psychiatric crisis. This three (3)-year grant award is up for application and upon approval will go into effect October 1, 2025. Funding will be requested to cover:

- Salaries and Fringe for Crisis Intervention Specialist
- Overtime and Fringe for Deputy
- Training, travel, and other program related costs

Thank you for your time and consideration of this request.

cc: Commissioner Sara Servadio, Department of Mental Health, Social Services, and Youth Bureau  
Captain Michael Knox, Operations / Communications, Putnam County Sheriff's Office  
Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau

# BJA FY25 Connect and Protect: Law Enforcement Behavioral Health Response Program

Anticipated Total Amount To Be Awarded Under This Funding Opportunity: \$13,750,000

Anticipated Award Ceiling: Up to \$550,000

Anticipated Period of Performance Duration: 36 months

Funding Opportunity Number: O-BJA-2025-172325

Deadline to submit SF-424 in Grants.gov: **April 03, 2025 11:59 PM Eastern Time**  
Deadline to submit application in JustGrants: **April 10, 2025 8:59 PM Eastern Time**



**BJA**  
Bureau of Justice Assistance  
U.S. Department of Justice

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## BASIC INFORMATION

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is accepting applications for funding in response to this notice of funding opportunity (NOFO).

OJP is committed to advancing work that promotes civil rights, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community. OJP's grant programs further DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

<b>Agency Name</b>	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance
<b>NOFO Title</b>	BJA FY25 Connect and Protect: Law Enforcement Behavioral Health Response Program
<b>Announcement Type</b>	Initial
<b>Funding Opportunity Number</b>	O-BJA-2025-172325
<b>Assistance Listing Number</b>	16.745

## Executive Summary

This funding opportunity seeks to fund programs that support collaborations between law enforcement and behavioral health agencies to improve public safety responses and outcomes for [people who qualify](#) with behavioral health needs. The goal is to implement deflection and diversion programs at first contact, such as crisis response and intervention teams, co-responders and other collaborative model approaches. The program focuses on improving safety and well-being for people with mental health disorders (MHDs) or co-occurring mental health and substance use disorders (MHSUDs). Eligible entities can prepare, create, or expand collaborative projects. Please see the [Eligible Applicants](#) section for the eligibility criteria.

## Key Dates

<b>Funding Opportunity Release Date</b>	January 10, 2025
<b>Pre-Application Webinar</b>	Thursday, February 27th, 2025 at 1:00pm ET
<b>SAM.gov Registration/Renewal</b>	Recommend beginning process by March 4, 2025, and no later than March 20, 2025
<b>Step 1: Grants.gov Application Deadline</b>	11:59 p.m. Eastern Time on April 03, 2025
<b>Step 2: JustGrants Application Deadline</b>	8:59 p.m. Eastern Time on April 10, 2025
<b>Award Notification Date</b>	Generally by September 30

## Funding Details

**Anticipated Total Amount To Be Awarded Under This Funding Opportunity:**

\$13,750,000

**Anticipated Number of Awards:** 25**Anticipated Award Ceiling:** Up to \$550,000

*Note: Applicants may propose a budget that is less than the anticipated award ceiling amount. The budget should be reasonable to conduct the proposed project and be within the applicant's capacity to manage.*

**Anticipated Period of Performance Start Date:** October 1, 2025**Anticipated Period of Performance Duration:** 36 months

## Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this NOFO is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States or its departments, agencies, entities, officers, employees, agents, or any other person.

## Statutory Authority

Pub. L. No. 90-351, Title I, Sec. 2991 (codified at 34 U.S.C. 10651); additional authority for any awards under this funding opportunity is expected to be provided by a full-year appropriations act for FY 2025. As of the writing of this NOFO, the Department of Justice is operating under a short-term "Continuing Resolution;" no full-year appropriation for the Department has been enacted for FY 2025.

## Agency Contact Information

For assistance with the requirements of this funding opportunity:

**OJP Response Center**

Phone: 800-851-3420 or 301-240-6310 (TTY for hearing-impaired callers only)

Email: [grants@ncjrs.gov](mailto:grants@ncjrs.gov)

Hours of operation: 10:00 a.m. to 6:00 p.m. Eastern Time (ET) Monday–Friday and 10:00 a.m. to 8:00 p.m. ET on the funding opportunity closing date.

For assistance with **SAM.gov** (registration/renewal):

**SAM.gov Help Desk**

Phone: 866-606-8220

Web: [SAM.gov Help Desk \(Federal Service Desk\)](#)

Hours of operation: 8:00 a.m. to 8:00 p.m. ET Monday–Friday

For assistance with **Grants.gov** (registration, submission of the Application for Federal Assistance SF-424):

**Grants.gov Customer Support Hotline**

Phone: 800-518-4726, 606-545-5035

Email: [support@grants.gov](mailto:support@grants.gov)

Web: [Grants.gov Customer Support](#)

Hours of operation: 24 hours a day, 7 days a week, except on federal holidays

For assistance with **JustGrants** (registration, submission of full application):

**JustGrants Service Desk**

Phone: 833-872-5175

Email: [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov)

Hours of operation: 7:00 a.m. to 9:00 p.m. ET Monday–Friday and 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see [Experiencing Technical Issues Preventing Submission of an Application \(Technical Waivers\)](#).

## Resources for Applying

**Pre-Application Webinar:** A webinar on this NOFO will be held on Thursday, February 27<sup>th</sup>, 2025 at 1:00pm ET. Preregistration is required for all participants. Register by clicking on this link [https://csg-org.zoom.us/webinar/register/WN\\_nhw1vYAbRZuVWiacogS8vA#/registration](https://csg-org.zoom.us/webinar/register/WN_nhw1vYAbRZuVWiacogS8vA#/registration). Submit any questions in advance to [lesupport@csg.org](mailto:lesupport@csg.org) no later than February 21, 2025. Submit questions with the subject “Questions for BJA FY25 Connect and Protect: Law Enforcement Behavioral Health Response Program Webinar.” The session will be recorded and available on [Past Events - CSG Justice Center](#).

**[OJP Grant Application Resource Guide](#)**: Referred to as the Application Resource Guide throughout the NOFO, this resource provides guidance to help applicants for OJP funding prepare and submit their applications.

**[JustGrants Application Submission Training Webpage](#)**: Offers helpful information and resources on the grant application process.

**Note:** If this NOFO requires something different from any guidance provided in the [Application Resource Guide](#), the difference will be noted in this NOFO and the applicant should follow the guidance in this NOFO.



## ELIGIBILITY

### Eligible Applicants

The types of entities that are eligible to apply for this funding opportunity are listed below:

- **Government Entities**
  - State governments
  - County governments
  - City or township governments
  - Special district governments
- **Tribal Organizations**
  - Native American Tribal governments (federally recognized)
- **Educational Organizations**
  - Public and state-controlled institutions of higher education
- **Other**
  - Units of local government

**“Other” Entities Definition:** Agencies with a different legal status (e.g., nonprofit or for-profit mental health agencies) are eligible to apply only if they meet both of the below requirements:

1. The applicant is designated by the state mental health authority to provide services as a unit of the state or local government.
2. The applicant must attach documentation to support this designation.

Applicants should contact your state mental health authority to see if they have the appropriate designation to meet the eligibility criteria. The state mental health authority is required to provide documentation that supports the designation of your non-profit as a state or local government provider. If an application does not include the required documentation, it will not proceed to peer review and will not receive any further consideration.

**State Government Entities:** For the purposes of this NOFO, “state” means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

**Other Units of Local Government:** For the purposes of this NOFO, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a state.

### Additional Applicant Eligibility Factors

Applicants must demonstrate that at least one law enforcement agency and one mental health agency will support the project through commitments of staff time, space, services, or other project needs described in an attached memorandum of understanding (MOU) or letter of intent.

### Limit on Number of Applications

An applicant may submit more than one application if each application proposes a different project in response to the NOFO. Also, an entity may be proposed as a subrecipient in more than one application.



Applications under which two or more entities (project partners) would carry out the federal award will be considered. However, only one entity may be the applicant for the NOFO; any others must be proposed as subrecipients. See the [Application Resource Guide](#) for additional information on subawards.

### **Cost Sharing/Match Requirement**

For this opportunity, match **is** required.

Please see [Program Description: Cost Sharing/Match Requirement](#) for details on the match calculation and what types of contributions are acceptable.



## PROGRAM DESCRIPTION

### General Purpose of the Funding

The Connect and Protect: Law Enforcement Behavioral Health Response Program aims to enhance collaboration between law enforcement and behavioral health services to improve public safety and health outcomes for people with behavioral health conditions, intellectual disabilities, developmental disabilities, post-traumatic stress disorder (PTSD), and/or traumatic brain injuries who interact with the criminal justice system. The program encourages the development of new or improved deflection and diversion initiatives that engage people at their first point of contact with law enforcement.

This program supports effective strategies such as crisis response and intervention teams, co-responder models, 911 call diversion, and community Responders, which involve collaboration among community practitioners. For the purposes of this NOFO, people with MHDs, co-occurring MHSUDs, post-traumatic stress disorder (PTSD), as well as people with intellectual disabilities, developmental disabilities, and/or traumatic brain injuries (TBIs) will be collectively referred to as people with behavioral health disorders. This terminology is intended to ensure that the integration of co-occurring needs is adequately addressed. This is in support of [The TBI and PTSD Law Enforcement Training Act \(H.R. 2992\)](#).

For projects focused on later stages of the criminal justice system ([sequential intercepts 2-5](#)), refer to the “Justice and Mental Health Collaboration Program.”

#### Deflection

In criminal justice, deflection occurs when law enforcement officers or other first responders connect people to community-based treatment and/or services when an arrest would not have been necessary or permitted or instead of taking no action. The goal is to prevent further involvement in the criminal justice system

#### Diversion

Diversion involves connecting individuals who might otherwise face criminal charges to community-based treatment and services instead of arrest. This approach diverts them away from the criminal justice system, aiming to reduce recidivism and promote rehabilitation while minimizing the impact of formal legal proceedings on the individual.

A significant number of people involved in the criminal justice system experience co-occurring mental health and substance use disorders, with over 1 in 9 facing arrest annually. Since the launch of the [988 Suicide & Crisis Lifeline](#) in 2022, demand for law enforcement and crisis response services has increased.

Connect and Protect prioritizes system coordination and aims to address the needs of people experiencing a crisis through trauma-informed, community-based interventions. This includes deflection to treatment and services via homeless outreach teams (HOT), mobile crisis units, co-responder teams, crisis respite and stabilization services, de-escalation efforts, Assertive

Community Treatment teams, peer support, and embedded clinicians at dispatch to identify and fill service gaps.

BJA will make site-based awards for grantees to pursue the following objectives:

- **Enhance crisis response:** Design and implement a crisis response program that uses best practices to assist law enforcement responding to the needs of people with behavioral health disorders. This should include various services like call centers, mobile outreach, and trauma-informed community-based crisis support. This could include any of the following:
  - [Crisis Intervention Teams \(CIT\)](#)
  - [Co-Responder Teams](#)
  - [Law Enforcement-based Case Management Services](#)
  - [Law Enforcement Assisted Diversion \(LEAD\)](#)
  - [Mobile Crisis Teams](#)
  - [Crisis Resolution and Home Treatment Teams](#)
  - [EMS and Ambulance-based Responses](#)
  - Build partnerships between groups like fire and EMS, 988/911, law enforcement, and mental health services.
  - Community responder programs are eligible if the program is a partnership between a law enforcement entity and a mental health entity as applicants and the community responder program is focusing on helping people experiencing behavioral health crises. It's important to include justice system partners in this effort. Learn more at the [Taking the Call](#) website, which includes resources from a national conference exploring innovative community responder models.
  - Homeless Outreach Teams (HOT)
  - Assertive Community Treatment Teams
  - Peer Support and Embedded Clinicians
- **Enhance coordination with relevant entities:** Improve behavioral health and law enforcement response systems to work effectively with services for people with intellectual and developmental disabilities, as well as those with other cognitive challenges like traumatic brain injuries or dementia, following [DOJ and Department of Health and Human Services \(HHS\) guidance for emergency responses](#).
- **Train and develop staff:** Enhance officer knowledge and skills for responding to community members with behavioral health disorders.
  - Train qualified staff to design and implement [police-mental health collaboration programs \(PMHC\)](#). Salaries and overtime costs for training and coordination activities are allowable expenses.
- **Engage and educate the community:** Conduct outreach and education to improve public health and safety, building positive community relations and trust through effective communication strategies.
- **Leverage existing resources:** Connect with BJA's 14 [law enforcement-mental health learning sites](#) to adopt and adapt successful PMHC strategies.
- **Support veterans:** Improve services for veterans by expanding "Veteran Response and Treatment Teams" and involving veterans with similar experiences in crisis response.

This will strengthen community resources. For more information, see the [Veterans Response Team at VA Wilmington Health Care](#).

- **Plan for multidisciplinary collaboration:** Develop strategic initiatives for police officers and mental health professionals to respond together through multidisciplinary teams at state, tribal, and local levels.
- **Utilize Training and Technical Assistance (TTA):** Work with TTA to enhance systems for tracking calls for service, improving resource allocation, assessing workforce needs, and providing a clearer picture of community responses.
- **Upgrade technology:** Implement software programs and data collection methods to better track calls for service involving people with behavioral health needs and support the [988 Suicide & Crisis Lifeline](#).
- **Build program sustainability:** Increase the capacity of public safety and health agencies to develop and maintain the program by collecting data to inform practices, creating stakeholder groups, developing policies, and promoting ongoing professional development.

To learn more about building comprehensive response systems, see: [Police–Mental Health Collaborations: A Framework for Implementing Effective Law Enforcement Responses for People Who Have Mental Health Needs](#).

To learn more and to view samples of previous, successful applications, visit: [Successful Applications | Bureau of Justice Assistance \(ojp.gov\)](#) and [Grantee Resources | Justice and Mental Health Collaboration Program \(JMHCPC\)](#).

Applicants should refer to [Application Contents, Submission Requirements, and Deadlines: Budget Detail Form](#) for information on allowable and unallowable costs that may inform the development of their project design.

## Agency Funding Priorities

OJP will provide priority consideration in awarding funding for the following areas in consideration of OJP's mission and goals:

The programmatic priority areas for consideration are:

- Promote effective strategies for identification and treatment of females with behavioral health disorders who are involved with the criminal justice system.
- Promote effective strategies to expand the use of mental health courts and related services.
- Propose interventions that have been shown by empirical evidence to reduce recidivism.
- When appropriate, use validated assessment tools to identify and prioritize individuals with a moderate or high risk of recidivism and a need for treatment services.
- Demonstrate and ensure that funds are used for public health and public safety.
- Demonstrate active participation of co-applicants in administering the program.
- Document, in whole or in part, that funds used for treatment of incarcerated populations will provide transition and reentry services for such individuals.

**Note:** Addressing these priority areas is one of many factors that OJP considers in making funding decisions. Receiving priority consideration for one or more priority areas does not guarantee a funding award.

## Program Goals and Objectives

**Goal:** Improve collaboration between law enforcement and mental health services to enhance responses and outcomes for people with behavioral health disorders who have brief interactions with law enforcement.

Objective 1: Help eligible organizations plan, implement, or expand programs that promote collaboration to improve public safety and health for people with behavioral health disorders who are preliminarily qualified under the 21st Century Cures Act. You can find the definition of “preliminarily qualified offender” in the Act at 34 U.S.C. 10651(9)(A). More information is available here: [21st Century Cures Act](#).

Objective 2: Support state and local governments in working together and with their communities to strengthen behavioral health and crisis response systems for people at risk of incarceration and those living in the community. This includes addressing the needs of people with behavioral health disorders, based on the [DOJ/HHS Guidance for Emergency Responses to People with Behavioral Health or Other Disabilities](#).

## How Awards Will Contribute to Program Goals/Objectives

The award recipients will plan, implement, or expand comprehensive programs aimed at improving public safety and health for people with behavioral health disorders who come into contact with law enforcement and the criminal justice system. The recipients will focus on improving safety and health outcomes for preliminarily qualified people who are in crisis or come into contact with law enforcement through collaboration programs, and behavioral health and crisis response systems. These efforts will contribute to reducing criminal justice involvement and improving the well-being of adults facing these challenges.

## Expected Outcomes: Deliverables and Performance Measures

To achieve the goals and objectives of this funding opportunity, OJP has identified expected deliverables that must be produced by a recipient. OJP has also identified performance measures (pieces of data) that will indicate how a recipient is achieving the performance goals and objectives previously identified. Recipients will need to collect and report this performance measure data to OJP.

### Deliverables

Deliverables are what the applicant will create or produce under the award. The term “deliverables” as used here refers to discrete products under an award. An award may support activities (*e.g.*, personnel time for award activities) that are part of recipient performance but are not considered deliverables. Award recipients will be expected to develop and submit the deliverables listed below in the course of implementing their proposed project.

Per the authorizing statute, the Justice and Mental Health Collaboration Program requires a two-phase process consisting of planning and then implementation activities, during which grantees will develop a coordinated approach to implementing or enhancing services for people with behavioral health disorders who come in contact with the criminal justice system.

Applicants must submit one application that proposes detailed activities for both a planning phase and an implementation phase.

The planning phase will be up to 12 months long, during which the recipient will have access to only \$100,000 in award funds for completion of the phase. The implementation phase will begin once the grantee has met the requirements of the planning phase, to include the recipient's completion and BJA's approval of the required "[Planning and Implementation \(P&I\) Guide](#)," and it will continue for the remaining time of the grant.

Prior Connect and Protect awardees who are applying for FY25 funds to enhance or expand their programs and have already completed and received BJA approval of the required P&I Guides should attach the approved P&I guide with their initial application. Prior Connect and Protect awardees should also identify that they have completed the P&I Guide in the proposal narrative.

Grantees must demonstrate that at least one law enforcement agency and one mental health agency will participate in the administration of the program through established roles and responsibilities described in a signed and finalized memorandum of understanding (MOU).

Other deliverables include:

- Develop a detailed P&I Guide that follows the format provided by [BJA's TTA provider](#) and aligns with the objectives listed above. Incorporate TTA information and best practice guidance, which will be delivered by BJA's TTA provider, into the P&I guide.

### Performance Measures

Performance measures are data that show a recipient's progress in implementing their project, such as the number of people served or number of trainings conducted. OJP will require each award recipient to submit regular performance reports that communicate progress toward achieving the goals and objectives identified in [Program Goals and Objectives](#). Applicants can visit [OJP's performance measurement page](#) at [ojp.gov/performance](http://ojp.gov/performance) for more information on performance measurement activities.

A list of performance measure questions for this funding opportunity can be found at [Connect-and-Protect-Measures.pdf \(ojp.gov\)](#).

### Funding Instrument

OJP expects to make awards under this funding opportunity as grants. See the "[Administrative, National Policy, and Other Legal Requirements](#)" section of the [Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP awards.

### Cost Sharing/Match Requirements

This funding opportunity requires cost sharing or match from the award recipient. "Match" means the portion of project costs not paid by federal funds or contributions (e.g., staff time not charged to the federal share of the budget, supplies provided by the recipient). Items provided as part of the match must support the fulfillment of proposed activities, be allowable costs under this funding opportunity, and have documentation of their value. The match may not be used for, and may not consist of, costs that are unallowable for this funding opportunity. See [Application](#)

[Contents, Submission Requirements, and Deadlines: Budget Detail Form](#) for more details on this funding opportunity's unallowable costs.

Recipients must satisfy this match requirement with cash and/or in-kind contributions. "In-kind" contributions may be in the form of services, supplies, real property (e.g., office space), and/or equipment.

### Explanation of the Calculation

This funding opportunity requires **an escalating percentage cash or in-kind match based on the total project budget**. A match of 20 percent is required for years 1 & 2 combined. Match may be met through any combination of percentage between years 1 & 2 as long as the combined match is 20 percent of total project cost for both years combined. For year 3, a 40 percent match is required. Federal funds awarded under this funding opportunity may not cover more than 80 percent in years 1 and 2 and 60 percent in year 3 of the total costs of the project being funded. An applicant must identify the source of the 20 percent and 40 percent non-federal portion of the total project costs and how they will use match funds. If an award recipient's proposed match is more than the required match amount and OJP approves the proposed budget, then that total match amount becomes part of the project budget, which is subject to audit.

Example: How to calculate each year of escalating match for a \$550,000 federal award amount.

Years 1 and 2: 80 percent federal share and 20 percent recipient share

Year 3: 60 percent federal share and 40 percent recipient share

### Years 1 & 2 Escalating Match

Formula					
Step 1	Award Amount	÷	% of Federal Share	=	Total (Adjusted) Project Cost
Step 2	Total (Adjusted) Project Cost	x	% of Recipient's Share	=	Required Match
Example					
Years 1 & 2 Escalating Match Requirement – 80/20 (Federal Share/Recipient's Share) Federal Award Amount = \$300,000 (of the \$550,000)					
Step 1	\$300,000	÷	80% Federal Share	=	\$375,000
Step 2	\$375,000	x	20% Recipient's Share	=	\$75,000

### Year 3 Escalating Match

Formula					
Step 1	Award Amount	÷	% of Federal Share	=	Total (Adjusted) Project Cost
Step 2	Total (Adjusted) Project Cost	x	% of Recipient's Share	=	Required Match
Example					
Year 3 Escalating Match Requirement – 60/40 (Federal Share/Recipient's Share) Federal Award Amount = \$250,000 (of the \$550,000)					
Step 1	\$250,000	÷	60% Federal Share	=	\$416,667
Step 2	\$416,667	x	40% Recipient's Share	=	\$166,667

See the [Application Resource Guide](#) for additional information on this escalating match requirement and step-by-step instructions for entering match amounts in the budget.





## APPLICATION CONTENTS, SUBMISSION REQUIREMENTS, AND DEADLINES

This NOFO contains all the information needed to apply for this funding opportunity. The application for this funding opportunity is submitted through web-based forms and attachments in Grants.gov and JustGrants through the steps that follow.

### Unique Entity Identifier (UEI) and SAM.gov Registration

To submit an application, an applicant must have an active registration in the [System for Award Management \(SAM.gov\)](#). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. Applicants will enter their UEI with their application. Award recipients must then maintain an active UEI for the duration of their award's period of performance.

**First-time Registration:** Entities registering in SAM.gov for the first time will submit information about their entity type and structure, financial information (such as dates of the fiscal year, banking information, and executive compensation), entity points of contact, and other information. The information is reviewed and verified by SAM.gov, and then a UEI is issued. This process may take several weeks, so entities considering applying for funding should begin the registration process as soon as possible.

**Renewing an Existing Registration:** Entities must renew their SAM.gov registration every 12 months to keep it active. If an entity does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent the submission of an application for funding in Grants.gov and JustGrants.

Applicants are encouraged to start the SAM.gov registration or renewal process **at least 30 days prior to the application's Grants.gov deadline**. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

### Submission Instructions: Summary

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See [Basic Information: Key Dates](#) for the Grants.gov and JustGrants application deadlines.

- **Step 1:** The applicant must submit the required [Application for Federal Assistance SF-424](#) by the Grants.gov deadline.
- **Step 2:** The applicant must submit the full application, including attachments, through JustGrants by the deadline (see [JusticeGrants.usdoj.gov](#)).

### Submission Step 1: Grants.gov Submission of SF-424 Access/Registration

If the applicant does not already have a Grants.gov account, they will need to register for this opportunity in Grants.gov. Applicants should follow the Grants.gov [Quick Start Guide for Applicants](#) to register, create a workspace, assign roles, submit an application, and troubleshoot issues.

## Submission of the SF-424

Applicants will begin the application process in Grants.gov with the submission of the SF-424, which collects the applicant's name, address, and UEI; the funding opportunity number; and proposed project title, among other information. The SF-424 must be signed by the Grants.gov Authorized Organizational Representative for the applicant.

See the [Application Resource Guide](#) for additional information on completing the SF-424.

**Section 8F – Applicant Point of Contact:** Please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*i.e.*, email address) to assign the application to this user in JustGrants.

**Section 19 – Intergovernmental Review:** This funding opportunity is not subject to [Executive Order \(E.O.\) 12372](#) (Intergovernmental Review). Applicants should answer section 19 by selecting, "Program is not covered by E.O. 12372."

**An applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit the SF-424 in Grants.gov by the deadline, they will be unable to submit their application in JustGrants.

Once the first part of the application has been successfully submitted in Grants.gov, the Grants.gov Workspace status will change from "In Progress" to "Submitted." Applicants will also receive a series of four Grants.gov email notifications. Refer to the [DOJ Application Submission Checklist](#) for additional details.

If an applicant needs to update information in the SF-424 after it is submitted in Grants.gov, they can update the information as part of their JustGrants submission (see [Application Contents, Submission Requirements, and Deadlines: Standard Applicant Information](#)). They do not need to submit an update in Grants.gov.

## Submission Step 2: JustGrants Submission of Full Application Access/Registration

For first-time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the email address listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after confirmation from Grants.gov of the SF-424 submission.

Creating and setting up a JustGrants account consists of three steps:

1. Follow the instructions in the email to first confirm who will be the Entity Administrator (the person who manages which staff can access JustGrants on behalf of the applicant).
2. Log in to JustGrants and confirm the information in the Entity Profile.
3. Invite other individuals who will serve as the Application Submitter and the Authorized Representative for the applicant to register for JustGrants.

These steps should be completed in JustGrants as early as possible and recommended not later than 48 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Applicants can find additional information on JustGrants registration in the [DOJ Grant Application Submission Checklist](#).

## Preparing for Submission

Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare, enter, and upload all the requirements of the application.

Applicants may save their application in the system and add to or change the application as needed prior to hitting the "Submit" button at the end of the application in JustGrants. After the application deadline, no changes or additions can be made to the application. **OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline.**

For additional information, including file name and type requirements, see the "How To Apply" section in the [Application Resource Guide](#).

## Standard Applicant Information

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and can make whatever edits are needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and confirm the organization's unique entity identifier, legal name, and address.

## Proposal Abstract

A proposal abstract (no more than 2,000 characters) summarizing the proposed project must be completed in the JustGrants web-based form. The text from abstracts will be made publicly available on the OJP.gov and USASpending.gov websites if the project is awarded, so this section of the application should not contain any personally identifiable information (*e.g.*, the name of the project director).

The abstract should be in paragraph form without bullets or tables and written in the third person (*e.g.*, they, the community, their, themselves, rather than I or we). The abstract should include the following information:

- The name of the applicant's proposed project.
- The purpose of the proposed project (*i.e.*, what the project will do and why it is necessary) and if the proposed project is to plan, implement, or expand a comprehensive program.
- Where the project will take place (*i.e.*, the service area, if applicable).
- Who will be served by the project (*i.e.*, who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.
- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (*i.e.*, what the project will achieve).

See the [Application Resource Guide](#) for an [example](#) of a proposal abstract.

## Data Requested With Application

### Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess what financial management and internal control systems the applicant has in place, whether these systems would be sufficient to maintain a funding award, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based form in JustGrants. See the [Application Resource Guide: Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High-Risk Status\)](#) for additional guidance on how to complete the questionnaire.

### Proposal Narrative

**Format of the Proposal Narrative:** The Proposal Narrative will be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; have numbered pages; and should not exceed 15 pages. If the Proposal Narrative does not comply with these restrictions, OJP may consider such noncompliance in peer review and in final award decisions.

**Sections of the Proposal Narrative:** The Proposal Narrative must include all of the following sections.

**a. Description of the Need:** What critical issue or problem is the applicant proposing to address with this project? Please include:

- Describe the gaps related to behavioral health disorders among people who call for service or interact with law enforcement.
- Share data or evidence showing how common these issues are in this population and what challenges people face when calling for services or having contact with law enforcement.
- Connect this issue to the goals of Connect and Protect, highlighting the need for teamwork between mental health services and law enforcement to tackle these challenges.

**b. Project Goals and Objectives:** How will the proposed project address the need identified and address the purpose of the NOFO? Please include:

- Outline overarching goals aimed at reducing law enforcement involvement and improving outcomes for people with behavioral health disorders.
- Detail measurable objectives, such as reducing recidivism rates, increasing access to mental health services, and strengthening community support systems.
- Discuss how your goals and objectives relate to the Connect and Protect program's mission, particularly in fostering collaboration and promoting effective interventions.

**c. Project Design and Implementation:** How will the applicant implement project activities that meet the goals and objectives? Please include:

- A description of the activities planned, such as establishing partnerships with local mental health agencies, offering training for law enforcement, and creating diversion and deflection opportunities.
- A plan for how activities will be done including steps for working together and involving the community.
- A timeline indicating when each activity will take place throughout the project.
- Identification of key staff members responsible for implementing these activities and their relevant qualifications.
- A description of the target population that will benefit from the project, how many people will be served, how many will be trained and how they will be engaged.
- An overview of expected deliverables, such as progress reports, training materials, and evaluation results.
- If applicable, a description of any subrecipients involved, their roles, and how they will contribute to the project.
- If applicable, prior Connect and Protect awardees who have already completed and received BJA approval of the required P&I Guide should identify they have completed it in the proposal narrative.

If the applicant plans to use subrecipients to help conduct the project, please name them (if they are known) or describe how the applicant will identify them. Please describe their role in conducting project activities.

**d. Capabilities and Competencies:** What administrative and technical capacity and expertise does the applicant bring to successfully complete this project? Please include:

- A short description of the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to [Program Description: Performance Measures](#) for additional details on performance measures for this funding opportunity.
- A description of projects or activities the applicant organization has conducted, or is currently conducting, that demonstrate the applicant's ability to undertake the proposed project activities.
- A summary of relevant experience of team members with key responsibilities for implementing the project.

**Project Evaluations:** An applicant that proposes to use award funds to conduct project evaluations must follow the guidance in the "[Note on Project Evaluations](#)" section in the [Application Resource Guide](#).

### **Budget and Associated Documentation: Budget Detail Form**

The applicant will complete the JustGrants budget detail form. The form collects the individual costs under each cost category needed to implement the proposed project. Applicants should ensure that the name/description of each cost is clear and provide the detailed calculation (e.g., cost per unit and number of units) for the total cost. Applicants should enter additional narrative, as needed, to fully describe the cost calculations and connection to the project goals and objectives.

Budget proposals should include the funding needed to implement the proposed activities. In preparing their budget proposals, applicants should consider what types of costs are allowable, if awarded funding. Costs are allowable when they are reasonable, allocable to, and necessary for the performance of the project funded under the federal award and when they comply with the funding statute and agency requirements, including the conditions of the award and the cost principles set out in [2 C.F.R. Part 200, Subpart E](#) and the [DOJ Grants Financial Guide](#).

The applicant should identify within their budget which items, services, etc., will/would be covered by matching sources and explain what type of match will be provided.

Applicants should structure their budgets to allocate \$100,000 to complete the planning phase within 12 months of receiving final OJP approval of the project's budget. The applicant will need to clearly identify which budget line items are planning costs. While applicants will be required to submit a budget for the entire 36-month project at the time of application submission, applicants may have the opportunity to revise their budget based on any outcomes from the planning phase. Program budget approval and coordination with BJA and a technical assistance coordinator are required to complete the planning phase before beginning the implementation phase.

In addition to unallowable costs identified in the [DOJ Grants Financial Guide](#) award funds may not be used for the following:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Vehicle purchases
- Food and beverages

**Costs Associated With a Conference/Meeting/Training:** An applicant that proposes to use award funds for activities related to a conference, meeting, training, or similar event should review the [Application Resource Guide](#) for information on prior approval, planning, and reporting costs for a conference/meeting/training.

**Costs Associated With Language Assistance and Access:** If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable in specific grant programs. Costs to provide reasonable accommodation and facilitate language access for individuals who are deaf or hard of hearing may also be allowable in specific grant programs. See the [Application Resource Guide](#) for information on costs associated with language assistance.

For additional information about how to prepare a budget for federal funding, see the [Application Resource Guide](#) section on "[Budget Preparation and Submission Information](#)" and the technical steps to complete the budget form in JustGrants in the [Complete the Application in JustGrants: Budget](#) training.

### **Budget and Associated Documentation: Budget/Financial Attachments**

**Indirect Cost Rate Agreement (if applicable):** An applicant with a current, federally approved indirect cost rate agreement should upload it as an attachment in JustGrants.

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary for the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for operation and maintenance of offices or workspaces and salaries of administrative or support staff. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. See the [DOJ Grants Financial Guide](#) and the [OJP Grant Application Resource Guide](#) for additional information on indirect cost rate agreements.

**Consultant Rate (if applicable):** OJP has established maximum rates for consultants; see the “Listing of Costs Requiring Prior Approval” section of the [DOJ Grants Financial Guide](#) for more information. If an applicant proposes a rate for a consultant on their project that is higher than the established maximum rate and receives an award, then the award recipient must submit a document requesting approval for the rate and cannot incur costs at the higher rate without prior OJP approval. The award recipient must provide justification for why the proposed rate is higher than the established maximum rate, such as why the rate is reasonable and consistent with that paid for similar services in the marketplace.

**Limitation on Use of Award Funds for Employee Compensation for Awards Over \$250,000; Waiver (if applicable):** If an applicant proposes to hire employees with federal award funds, for any award of more than \$250,000, the recipient may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government’s Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. Applicants may request a waiver from this requirement by submitting the appropriate form. See the [Application Resource Guide](#) for information on the “Limitation on Use of Award Funds for Employee Compensation for Awards over \$250,000; Waiver.”

**Disclosure of Process Related to Executive Compensation (if applicable):** An applicant that is a nonprofit organization may be required to make certain disclosures relating to the processes it uses to determine the compensation of its officers, directors, trustees, and key employees. If applicable, the applicant will upload a description of the process used to determine executive compensation as an attachment in JustGrants. See the [Application Resource Guide](#) for information.

### **Memorandum of Understanding (MOU) or Letter of Intent**

For each named partner, applicants should include a signed Memorandum of Understanding (MOU) or a letter of intent that confirms the partner’s agreement to support the project through commitments of staff time, space, services, or other project needs. MOUs or letters of intent demonstrate the commitment of partner organizations to participate in the project. An MOU is a formalized commitment of staff and/or resources that is signed by authorized representatives of both partner organizations. A letter of intent indicates the organizations’ intention to partner, but the details of the commitment have not been fully worked out and officially agreed to.

Each MOU should include the following:

- Names of the organizations involved in the agreement.

- What service(s) and other work will be performed under the agreement by what organization.
- Duration of the agreement.

MOUs should be submitted as one separate attachment to the application.

Unsigned draft MOUs may be submitted with the application, but the applicant should describe in a cover page to the attachment why it is unsigned.

### **Additional Application Components**

The applicant will attach the additional requested documentation in JustGrants.

**Tribal Authorizing Resolution (if applicable):** An application in response to this NOFO may require inclusion of Tribal authorizing documentation as an attachment. If applicable, the applicant will upload the Tribal authorizing documentation as an attachment in JustGrants. See the [Application Resource Guide](#) for information on Tribal authorizing resolutions.

**Research and Evaluation Independence and Integrity Statement (if applicable):** If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [Application Resource Guide](#).

**Letters of Support (if applicable):** A letter of support is from an entity or individual that knows the applicant's work. The letter tends to speak to the applicant's capacity to implement their proposed project for the benefit of the community. It differs from an MOU in that the entity is not committing staff, services, or supplies to help the applicant implement the project. Applicants should include, for each named supporting entity, a signed letter of support that outlines the supporting entity's reasons for supporting the project.

Each letter of support may include descriptions of the following:

- Relationship between the applicant entity and the supporting entity.
- Need for and benefits that would be gained from the project.
- Applicant's capacity to complete the proposed project.

Letters of support should be signed and submitted as one separate attachment to the application in JustGrants.

**Timeline:** Provide a timeline listing key activities and milestones, and the months during which they will take place.

**Documentation to Provide Services:** To be eligible, when applying as "other," the applicant must attach documentation to support their designation as a state or local government provider.

**Subrecipient and Contract Disclosure:** The applicant must include an attachment disclosing any proposed subrecipients and contracts. (See sample table at end of the NOFO.)

**Planning and Implementation Guide (If Applicable)** Prior JMHCP awardees who are applying for FY25 funds to enhance or expand their programs and have already completed and received



BJA approval of the required Planning and Implementation (P&I) Guides should attach the approved P&I guide with their initial application.

### **Disclosures and Assurances**

The applicant will address the following disclosures and assurances.

**Disclosure of Lobbying Activities:** JustGrants will prompt each applicant to indicate if it is required to complete and submit a lobbying disclosure under 31 U.S.C. § 1352.

The applicant is required by law to complete and submit a lobbying disclosure form (Standard Form/SF-LLL) if it has paid or will pay any person to lobby in connection with the award for which it is applying AND this application is for an award in excess of \$100,000. This disclosure requirement is not applicable to such payments by an Indian Tribe, Tribal organization, or any other Indian organization that are permitted by other federal law.

Lobbying means (for this requirement) influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. See 31 U.S.C. 1352; 28 C.F.R. part 69. Note: Most applicants do not engage in activities that trigger this disclosure requirement.

An applicant that is not required by law (31 U.S.C. 1352) to complete and submit a lobbying disclosure, should enter "No." By doing so, the applicant is affirmatively asserting (under applicable penalties) that it has nothing to disclose under 31 U.S.C. § 1352 with regard to the application for the award at issue.

**Disclosure of Duplication in Cost Items:** To ensure funding coordination across grantmaking agencies, and to avoid unnecessary or inappropriate duplication of grant funding, the applicant must disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds, for the same project and the same budget items included in this proposal. Complete the JustGrants Applicant Disclosure of Duplication in Cost Items form. See the [Application Resource Guide](#) for additional information.

**DOJ Certified Standard Assurances:** Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [Application Resource Guide](#) for additional information.

**DOJ Certifications:** Review the DOJ document [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies](#). An applicant must review and sign the certification document in JustGrants. See the [Application Resource Guide](#) for more information.

**Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable):** If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ high-risk recipient is an award recipient that has received a DOJ high-risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the [Application Resource Guide](#) for additional information.

### **Submission Dates & Times**

Refer to [Basic Information: Key Dates](#) for the submission dates and times.

Applicants should submit their applications as early as possible and recommended not later than 48 hours before the deadlines. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. Applicants will use the Certify and Submit feature in JustGrants to confirm that all required application components have been entered, which includes identifying the Authorized Representative for the applicant. Once the application is submitted, the Application Submitter, Authorized Representative, and Entity Administrator receive a confirmation email.

An applicant will receive emails after successfully submitting application components in Grants.gov and JustGrants and should retain all emails and other confirmations received from the SAM.gov, Grants.gov, and JustGrants systems.

## Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers)

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. OJP will only consider requests to submit an application via alternative methods or after the deadline when the applicant can document that there is a technical issue with a government system that was beyond their control and that prevents submission of the application via the standard process prior to the deadlines. Issues resulting from circumstances within the applicant's control, such as failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time, will not be considered.

Requests and documentation must be sent to the OJP Response Center at [grants@ncjrs.gov](mailto:grants@ncjrs.gov). Applicants should follow these steps if they experience a technical issue:

- 1. Contact the relevant help desk to report the issue and receive a tracking number.**

See [Basic Information: Contact Information](#) for the phone numbers, email addresses, and operating hours of the SAM.gov, Grants.gov, and JustGrants help desks. Reports of technical issues to the help desk must occur **before** the application deadline.

If an applicant calls the help desk and experiences a long wait time, they can also email the help desk to obtain a tracking number. Tracking numbers are generated automatically when an applicant emails the applicable service desk, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

**2. If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at [grants@ncjrs.gov](mailto:grants@ncjrs.gov) within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. The applicant's request will need to include:**

- A description of the technical difficulties experienced (provide screenshots if applicable).
- A timeline of the applicant's submission efforts (*e.g.*, date and time the error occurred, date and time of actions taken to resolve the issue and resubmit, and date and time support representatives responded).
- An attachment of the complete grant application and all the required documentation and materials (this serves as a "manual" submission of the application).
- The applicant's unique entity identifier (UEI).
- Any SAM.gov, Grants.gov, and JustGrants Service Desk tracking/ticket numbers documenting the technical issue.

**3. If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at [grants@ncjrs.gov](mailto:grants@ncjrs.gov) within 24 hours of the JustGrants deadline to request approval to submit after the deadline. See step 2 for the list of information the applicant must provide as part of its request.**

As a reminder: the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information previously listed), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Technical Issues" section in the [Application Resource Guide](#).



## APPLICATION REVIEW

### Responsiveness (Basic Minimum Requirements) Review

OJP screens applications to ensure they meet the basic minimum requirements (BMR) prior to conducting the merit review. Following are the basic minimum requirements for this funding opportunity. If OJP determines that an application does not include these elements, it will not proceed to merit review and will not receive any further consideration.

- The application is submitted by an eligible applicant.
- The requested award amount does not exceed the award ceiling.
- The application is responsive to the scope of the NOFO.
- The following application elements are included:
  - SF-424 (Grants.gov)
  - Proposal Narrative (JustGrants)
  - Budget detail form, which includes the budget items, their calculations, and explanation (JustGrants)
  - Memorandum of Understanding (MOU) or Letter of Intent

Applicants whose application fails to meet the BMR are provided notice (including an appropriate point of contact for questions) within a few weeks after the submission due date.

### Merit Review Criteria

#### Peer Review Criteria

Applications that meet the basic minimum requirements will be evaluated for technical merit by peer reviewers based on how the proposed project/program addresses the following criteria:

- **Statement of the Problem/Description of the Issue (15%):** What critical issue or problem the applicant is proposing to address with this project.
- **Project Goals and Objectives (30%):** How the proposed project will address the identified need and the purpose of the funding opportunity.
- **Project Design and Implementation (25%):** The strength of how the applicant will implement activities, including the soundness of the project design and how the activities align to the stated goals and objectives.
- **Capabilities and Competencies (20%):** The applicant's administrative and technical capacity to successfully complete this project.
- **Budget (10%):** Completeness and cost effectiveness.

#### Programmatic and Financial Review Criteria

After the peer review, applications undergo additional programmatic and financial reviews. OJP staff may reach out to applicants during the programmatic or financial review if a submitted form is incomplete or needs to be updated. Note that OJP staff are not authorized to provide information on peer review scores or comment on programmatic, risk, or budget/financial reviews while the merit review is in progress.

In addition to BMR and peer review criteria, other important considerations for OJP include geographic diversity (including, but not limited to, remote and geographically isolated communities, such as Alaska Native villages), strategic priorities (including, but not limited to,

the priority areas already mentioned, if applicable), available funding, past performance, and the extent to which the budget detail form accurately explains project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles. If cost sharing/match is not required for this opportunity, applicants will not receive higher consideration by proposing a voluntary match contribution in their budget.

## Risk Review

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to applicant risk. OJP assesses whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, including by (among other things) checking whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

Depending on the severity and nature of the risk factors, the risk assessment may result in the removal of an applicant from consideration or selection for award, or it may result in additional post-award conditions and oversight for an awarded applicant.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

**Important Note on Responsibility/Qualification Data (formerly FAPIIS):** An applicant may review and comment on any information about its organization that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

## Selection Process

All final award decisions will be made by the Assistant Attorney General, unless a statute explicitly authorizes award decisions by another official or there is written delegation of authority to another official. This official may consider not only peer review ratings and program office recommendations, but also other factors as indicated in the "Application Review" section to make final award decisions. For additional information on the application review process, see the [Application Resource Guide](#).



## AWARD NOTICES

### Federal Award Notices

Award notifications are usually sent by September 30 (the end of the current federal fiscal year). For successful applicants, JustGrants will send a system-generated email to the Application Submitter, Authorized Representative, and Entity Administrator with information on accessing their official award package in JustGrants. The award package will include key information (such as funding amount and period of performance) as well as award conditions that must be followed. The Authorized Representative for the entity should accept or decline the award within 45 days of the notification. See the [Application Resource Guide](#) for information on award notifications and instructions.

Applicants not selected for award will receive notification after all award recipients have been notified. OJP also provides unsuccessful applicants with a summary of peer reviewer comments.

### Future Funding Opportunities

OJP may, in certain cases, provide additional funding in future years to awards made under this funding opportunity through continuation awards. When making continuation award decisions, OJP will consider, among other factors, OJP's strategic priorities, a recipient's overall management of the award, and the progress of the work funded under the award.

Applications submitted under this FY 2025 funding opportunity may be funded in future fiscal years, dependent on, among other considerations, the merit of the applications and the availability of appropriations.



## POST-AWARD REQUIREMENTS AND ADMINISTRATION

### Reporting

All award recipients under this funding opportunity will be required to submit the following reports and data:

- Quarterly financial reports.
- Semi-annual performance reports.
- Final financial and performance reports.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the [Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data and the method for submitting reports in OJP's online systems. Future awards and fund drawdowns may be withheld if reports are delinquent, and in appropriate cases, OJP may require additional reports.

### Performance Measure Reporting

Award recipients are required to submit performance measure data and performance reports in JustGrants on a semi-annual basis. Applicants selected for an award will receive further guidance on post-award reporting processes.

### Program- and Award-Specific Award Conditions

OJP includes various conditions on its awards. These may include program-specific conditions, which typically apply to all recipients of a funding opportunity, and award-specific conditions, which are included to address recipient-specific issues (e.g., programmatic or financial risk). Recipients may view all conditions, and actions required to satisfy those conditions, in the award package in JustGrants.

### Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the [Application Resource Guide](#).

### Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit the award recipient from discriminating on the basis of race, color, national origin, sex, religion, or disability in how it delivers its program's services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include, but are not limited to, Title VI of the Civil Rights Act of 1964, the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail on OJP's [Legal Overview—FY 2025 Awards](#) webpage under the

“Civil Rights Requirements” section. Additional resources are available from the [OJP Office for Civil Rights](#).

Complying with civil rights laws that prohibit national origin discrimination includes the requirement that recipients and subrecipients take reasonable steps to ensure that people with limited English proficiency (LEP) have meaningful access to a recipient’s programs and activities. An individual with LEP is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. DOJ offers resources to help recipients meet this requirement, including [Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons](#); a [language access assessment and planning tool](#) with [commonly asked questions](#); and additional resources on [the Office of Justice Programs’ Office for Civil Rights website](#).

Faith-based organizations may apply for this award on the same basis as any other organization subject to the protections and requirements of 28 C.F.R. Part 38 and any applicable constitutional and statutory requirements, including 42 U.S.C. 2000bb et seq. The Department of Justice will not, in the selection of recipients, discriminate for or against an organization on the basis of the organization’s religious character, motives, or affiliation, or lack thereof, or on the basis of conduct that would not be considered grounds to favor or disfavor a similarly situated secular organization. A faith-based organization that participates in this funded program will retain its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law. An organization may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

### **Financial Management and System of Internal Controls**

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [Application Resource Guide](#) for additional information.

### **Information Technology Security Clauses**

An application in response to this NOFO may require inclusion of information related to information technology security. See the [Application Resource Guide](#) for more information.

### **Other Reporting Requirements**

Applicants and recipients are required to notify OJP if you know that you or any of your organization’s principals for the award transaction are presently excluded or disqualified (*i.e.*, debarred or suspended) or otherwise meet any of the criteria in 2 C.F.R. 180.335. Recipients must comply with requirements in 2 C.F.R. Part 180, as implemented by DOJ in 2 C.F.R. Part 2867, which, among other things, require recipients to check certain information sources and, in



some cases, notify the federal awarding agency prior to the agency awarding federal funds via contracts or subawards.

If a recipient's award includes a federal share of more than \$500,000 over the period of performance of the award, then the award (per 2 C.F.R. 200.113) will include a condition that may require the recipient to report and maintain certain information (relating to certain criminal, civil, and administrative proceedings) in SAM.gov. See <https://www.ojp.gov/funding/explore/legaloverview2025/otherrequirements> for more information.



## OTHER INFORMATION

### Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this NOFO. For additional information on what should be included in the application, see the [Application Resource Guide](#) section “Information Regarding Potential Evaluation of Programs and Activities.”

### Freedom of Information and Privacy Act

See the [Application Resource Guide](#) for important information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Applicants are advised not to include any unnecessary personally identifiable information, sensitive law enforcement information, or confidential financial information with the application.

### Provide Feedback to OJP

See the [Application Resource Guide](#) for information on how to provide feedback to OJP.



## APPLICATION CHECKLIST

### BJA FY25 Connect and Protect: Law Enforcement Behavioral Health Response Program

This application checklist has been created as an aid in developing an application. For more information, reference the [“OJP Application Submission Steps”](#) in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

#### SAM.gov Registration/Renewal

- Confirm that your entity’s registration in the System for Award Management (SAM.gov) is active through the NOFO period. Submit a new or renewal registration in SAM.gov, if needed (see [Application Resource Guide](#)).

#### Grants.gov Registration

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [Application Resource Guide](#)).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [Application Resource Guide](#)).

#### Grants.gov Opportunity Search

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Access the funding opportunity and application package (see Step 7 under [“OJP Application Submission Steps”](#) in the [Application Resource Guide](#)).
- Sign up for Grants.gov email notifications (optional) (see [Application Resource Guide](#)).

#### Funding Opportunity Review and Project Planning

- Review all sections of the NOFO.
- Confirm your entity is eligible to receive funding (see [Eligibility: Eligible Applicants](#)).
- Confirm your proposed budget is within the allowable limits (see [Basic Information: Funding Details](#)), includes only allowable costs (see [Application Contents, Submission Requirements, and Deadlines: Budget Detail Form](#)), and includes cost sharing if applicable (see [Program Description: Cost Sharing/Match Requirements](#)).
- Review the performance measures for this funding opportunity and confirm you will be prepared to collect and report on this data (see [Program Description: Performance Measures](#)).
- Review the [“Legal Overview—FY 2025 Awards”](#) in the [OJP Funding Resource Center](#) and confirm you are prepared to follow the requirements.
- Read OJP policy and guidance on conference approval, planning, and reporting under “Listing of Costs Requiring Prior Approval” in the [DOJ Grants Financial Guide](#) or see the [Application Resource Guide](#).

#### Submission Step 1: Grants.gov

After registering with SAM.gov, submit the SF-424 in Grants.gov.

- Complete and submit the SF-424 by the deadline.
- Confirm Section 8F of the SF-424 lists the name and contact information of the individual **who will complete the application in JustGrants**.

- Confirm that, within 48 hours of your submission in Grants.gov, you receive four (4) Grants.gov email notifications:
  - A submission receipt
  - A validation receipt
  - A grantor agency retrieval receipt
  - An agency tracking number assignment
- If no Grants.gov receipt and validation email is received, or if error notifications are received, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, or [support@grants.gov](mailto:support@grants.gov) regarding technical difficulties (see the [Application Resource Guide](#) section on “[Experiencing Unforeseen Technical Issues](#)”).
- Confirm that, within 24 hours after receipt of confirmation emails from Grants.gov, the individual listed in Section 8F of the SF-424 receives an email from JustGrants with login instructions.

### Submission Step 2: JustGrants

- Complete the following information:
  - Entity and User Verification (first-time applicants)
  - Standard Applicant Information
  - Proposal Abstract
  - Financial Management and System of Internal Controls Questionnaire (see [Application Resource Guide](#))

Upload the Proposal Narrative.\*

Complete the budget detail form.\*

Upload the Memorandum of Understanding (MOU) or Letter of Intent.\*

- Upload other budget/financial attachments, as applicable.
- Upload additional application components, as applicable.
- Disclosure of Proposed Subrecipients and Contracts, as applicable (see sample table below)
- Complete the required disclosures and assurances:
  - Disclosure of Lobbying Activities and submission of SF-LLL, if prompted by the system
  - Disclosure of Duplication in Cost Items
  - DOJ Certified Standard Assurances
  - Applicant Disclosure and Justification – DOJ High-Risk Grantees
- Complete the required DOJ Certification on Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies.

***\*Note: Items designated with an asterisk must be submitted for an application to meet the basic minimum requirements review. If OJP determines that an application does not include the designated items, it will neither proceed to peer review nor receive further consideration.***

### JustGrants Review, Certification, and Application Submission

- Address any validation errors displayed on screen after attempted submission, then return to the “Certify and Submit” screen to submit the application.

- Note the confirmation message at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.
- If no JustGrants application submission confirmation email or validation is received, or if an error notification is received, contact the JustGrants Service Desk at 833-872-5175 or [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov) regarding technical difficulties. See the [Application Resource Guide](#) for additional information.

### Applicant Documentation of Proposed Subrecipients and Procurement Contracts Sample Table

Complete the table below with information regarding proposed subrecipients and procurement contracts of this funding, including the name, organizational affiliation, and city and state of the proposed subrecipient entity. Add rows if needed. For additional information on subawards, see the OJP Grant Application Resource Guide. As described previously, applicants will submit the table by uploading the document as an attachment in JustGrants.

Subrecipient Organization	Subrecipient Location (City, State)	Subrecipient Name (Last, First)

#5e

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY TRANSFER (25T064) – PUTNAM ARTS COUNCIL – COUNTY CONTRIBUTION – SUBCONTINGENCY**

**WHEREAS, by Resolution #274 of 2024, the Putnam County Legislature placed the Community Grant funding portion of the County Contribution for the Putnam Arts Council in the amount of \$13,993 into subcontingency; and**

**WHEREAS, after discussion at the Rules, Enactments & Intergovernmental Relation Committee meetings held on February 19, 2025, the Commissioner of Finance forwarded a budgetary amendment (25T064) to move \$13,993 from subcontingency back into the Putnam Arts Council line; and**

**WHEREAS, the Rules, Enactments & Intergovernmental Relations 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:**

**GENERAL FUND:**

**Increase Appropriations:**

**25091000 54950      County Contribution – Putnam Arts Council      13,993**

**Decrease Appropriations:**

**10199000 54996      Subcontingency – Outside Agencies      13,993**

**2025 Fiscal Impact – 0 –  
2026 Fiscal Impact – 0 –**

- Legislator Addonizio \_\_\_\_\_
- Legislator Birmingham \_\_\_\_\_
- Legislator Crowley \_\_\_\_\_
- Legislator Ellner \_\_\_\_\_
- Legislator Gouldman \_\_\_\_\_
- Legislator Jonke \_\_\_\_\_
- Legislator Montgomery \_\_\_\_\_
- Legislator Russo \_\_\_\_\_
- Chairwoman Sayegh \_\_\_\_\_

MICHAEL J. LEWIS  
Commissioner of Finance



cc: all  
Rates  
A+A

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**

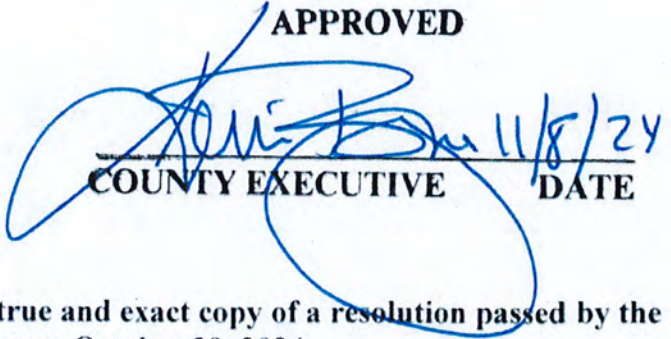
	FROM:	TO:
<b>County Contribution</b> 25091000 54950	13,993	0
<b>Subcontingency</b> 10199000 54996	0	13,993

**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**  
Clerk of the Legislature of Putnam County



**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.

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**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.

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# 5f

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (25A025) – SOCIAL SERVICES – OPIOID SETTLEMENT TRUST MONIES – RFP 07-2024**

**WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (25A025) to utilize up to \$613,175 of the Opioid Settlement Trust Monies 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; and**

**WHEREAS, this budgetary amendment would allow for an award to each provider and the award would not exceed the respective amount; and**

**WHEREAS, the award of the RFP is contingent upon Legislative approval of this budgetary amendment and proposers have not yet been notified; and**

**WHEREAS, once approved, and award notification will be issued and contractual terms and conditions, within the requirements of the RFP, will be negotiated separately with each proposer; and**

**WHEREAS, Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it**

**RESOLVED, that the following budgetary amendment be made:**

**Increase Appropriations:**

10431000 54646 10212	MH LGU – Contracts	151,500
10431000 54646 10213	MH LGU – Contracts	129,000
10431000 54646 10215	MH LGU – Contracts	49,900
10431000 54646 10216	MH LGU – Contracts	108,458
10431000 54646 10230	MH LGU – Contracts	<u>174,317</u>
		613,175

**Increase Estimated Revenues:**

10431000 427350 10212	MH LGU – Opioid Settlement	151,500
10431000 427350 10213	MH LGU – Opioid Settlement	129,000
10431000 427350 10215	MH LGU – Opioid Settlement	49,900
10431000 427350 10216	MH LGU – Opioid Settlement	108,458
10431000 427350 10230	MH LGU – Opioid Settlement	<u>174,317</u>
		613,175

**2023 Fiscal Impact – 0 –  
2024 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

MICHAEL J. LEWIS  
Commissioner of Finance



SHEILA BARRETT  
First Deputy Commissioner of Finance

cc: all  
Health  
A+A

RCSO

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

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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	
	10213	OPIOID – COVE CARE CENTER	\$129,000
10431000		MH LGU	
54646		CONTRACTS	
	10215	OPIOID – GREEN CHIMNEYS	\$49,900
10431000		MH LGU	
54646		CONTRACTS	
	10216	OPIOID – PREVENTION	\$108,458
10431000		MH LGU	
54646		CONTRACTS	
	10230	OPIOID – MENTAL HEALTH ASSOCIATION	\$174,317

Total Appropriations			\$613,175
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Fiscal Impact (25)            - 0 -

Fiscal Impact (26)            - 0 -

Thank you for your time and consideration of this request.

cc: <sup>(2)</sup> Sara Servadio, Commissioner 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 21, 2025

TO: Toni E. Addonizio  
Chairwoman of Health Committee

FROM: Sara Servadio  
Commissioner, Mental Health, Social Services & Youth Bureau

CC: James Burpoe  
Deputy County Executive

RE: March Health Committee – Follow Up

2025 MAR 21 PM 4:27  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

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I wanted to provide additional information regarding the proposals that were approved by the Mental Health Department for funding available via Opiate Settlement.

Deliverables in our 2025 approved proposals include:

Prevention, psychoeducation, overdose prevention, training and education, education/harm reduction marketing campaign, increase staff salaries, a peer support engagement center, and peer support and prevention services.

Six proposals were received totaling \$1,037,041 of which \$908,000 is currently available. The proposal to award approximately \$613k allows for the remainder \$295k to be used to sustain programs of successful agencies for 2026. That amount is expected to grow however at a considerable slower rate compared to beginning years as pharmaceutical lawsuits are settled and funds are recovered from agencies who underperform.

The funds will be distributed strategically through a data-driven, needs-based lens based on numerous county wide data sources that helped us identify priority needs. The review committee feels that the strategies that were recommended for funding address these needs in the county and provide the opportunity for step down sustainability of the initiatives that were recommended for funding. Agencies have been reminded several times not to be dependent on settlement money for administrative costs and have been reminded that this amount of money will not be available annually.

## Schedule C – Approved Uses

### I. TREATMENT

#### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g.,



surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.
8. Training for MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support for clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, transportation, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery

housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and supporting prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

#### D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

- b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
  3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if they provide referrals to evidence-informed treatment, including MAT.
  4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, who have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or

other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any cooccurring SUD/MH conditions.
6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## II. PREVENTION

### A. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
  - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of

Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.
8. Educating Dispensers on appropriate opioid dispensing.

#### B. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engaging non-profits and faith community as a system to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.



10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

C. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

### **III. OTHER STRATEGIES**

#### **A. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures related to the opioid epidemic
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provisions of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

#### **B. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list including, but not limited to costs associated with local opioid task forces, community buprenorphine waiver trainings, and coordination and operation of community-based treatment prevention programming.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of

preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

### C. TRAINING

In addition to the training referred to in items above A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, E2, E4, F1, F3, F8, G5, H3, H12, and I2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or network programs and services regarding the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

### D. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Research on expanded modalities such as prescription methadone that can expand access to MAT.
8. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
9. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
10. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

E. POST-MORTEM

1. Toxicology tests for the range of synthetic opioids presently seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental.
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

# 59

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY TRANSFER (25T063) – SOCIAL SERVICES – CONTRACTS – RESOURCE CENTER FOR ACCESSIBLE LIVING (RCAL)**

**WHEREAS, the Commissioner of Social Services has requested a budgetary transfer (25T063) to utilize funding received from the Office of Children & Family Services (OCFS) under 24-OCFS-LCM-28 to contract with the Resource Center for Accessible Living (RCAL) for the purpose of management of Representative Payee; and**

**WHEREAS, the Health, Social, Educational & Environmental 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:**

**GENERAL FUND:**

**Increase Appropriations:  
10102000 54646 10169**

**Contracts 6,587**

**Decrease Appropriations:  
10102000 54989 10169**

**Miscellaneous 6,587**

**2025 Fiscal Impact – 0 –  
2026 Fiscal Impact - \$13,800**

- Legislator Addonizio \_\_\_\_\_
- Legislator Birmingham \_\_\_\_\_
- Legislator Crowley \_\_\_\_\_
- Legislator Ellner \_\_\_\_\_
- Legislator Gouldman \_\_\_\_\_
- Legislator Jonke \_\_\_\_\_
- Legislator Montgomery \_\_\_\_\_
- Legislator Russo \_\_\_\_\_
- Chairwoman Sayegh \_\_\_\_\_

MICHAEL J. LEWIS  
Commissioner of Finance



cc: all  
Health  
A+A

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**  
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

# 5h

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – APPOINTMENT – PUTNAM COUNTY BOARD OF HEALTH**

**RESOLVED, that Theresa A. Burdick be appointed to the Putnam County Board of Health, for a six (6) year term, said term to expire on December 31, 2030; and be it further**

**RESOLVED, that this appointment comply with any requirements to file an Oath of Office pursuant to the New York State Public Officers Law.**

- Legislator Addonizio \_\_\_\_\_
- Legislator Birmingham \_\_\_\_\_
- Legislator Crowley \_\_\_\_\_
- Legislator Ellner \_\_\_\_\_
- Legislator Gouldman \_\_\_\_\_
- Legislator Jonke \_\_\_\_\_
- Legislator Montgomery \_\_\_\_\_
- Legislator Russo \_\_\_\_\_
- Chairwoman Sayegh \_\_\_\_\_



**MICHAEL J. NESHEIWAT, MD**  
INTERIM COMMISSIONER OF HEALTH



*cc: all Health*

**KEVIN M. BYRNE**  
PUTNAM COUNTY EXECUTIVE

## MEMORANDUM

**To:** Amy Sayegh, Chairman of Legislature

**From:** Michael Nesheiwat, M.D., Interim Commissioner of Health

**cc:** Kevin Byrne, County Executive  
Dr. Daniel Doyle, President of the Board of Health

**Subject:** Reappointment of Member of the Board of Health

**Date:** 2/12/2025

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This is to inform you that on February 12, 2025, Dr. Doyle, the President of the Putnam County Board of Health received a letter of interest from Theresa Burdick expressing interest in being re-appointed to the Board of Health as a result of the revision of the Putnam County Board of Health Bylaws following Governor Hochul's passing of a law to expand Board of Health member eligibility. Please accept this correspondence as a request that the Legislature take the necessary steps in reappointing ~~Dr. Daniel Doyle~~ to another term.

*Theresa Burdick*

Thank you in advance for your assistance in this matter.

LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

2025 FEB 12 PM 3:53

#5i

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL - BUDGETARY AMENDMENT (25A023) – PLANNING – NYSDOT URBAN MASTER AGREEMENT CONTRACT K007559 – MEP FUNDING**

**WHEREAS, by Resolution #306 of 2024, the Putnam County Legislature approved the Department of Planning, Development & Public Transportation’s recently executed NYSDOT Urban Master Agreement – Supplements for Transportation Related Projects Contract #K007559, which is attached to said resolution; and**

**WHEREAS, while much of the funding has already been accounted for as the State 10% match to our Section 5307 funding, there is new Modernization & Enhancement Program (MEP) funding for Public Transit that requires a budgetary amendment; and**

**WHEREAS, the Commissioner of Planning has requested a budgetary amendment (25A023) to account for this new MEP funding for various Transit Facility Rehabilitation Projects, account line 52009, totaling \$551,037 which is 100% State funding with no local impact; and**

**WHEREAS, the Physical Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it RESOLVED, that the following budgetary amendment be made:**

**CAPITAL FUND:**

**Increase Appropriations:**

**55997000 53000 52009      Capital Exp – Transit Facility Rehab      551,037**

**Increase Estimated Revenues:**

**55997000 435974 52009      State Aid – MEP Funding      551,037**

**2025 Fiscal Impact – 0 –**

**2026 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

MICHAEL J. LEWIS  
Commissioner of Finance



cc: all  
Phys  
A+A

RCSO

SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

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

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

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

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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. **SEQRA.** **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

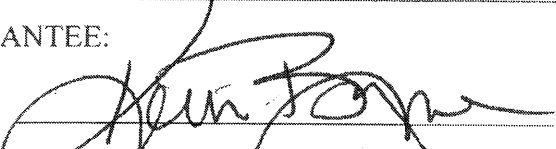

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

## 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](http://www.osc.state.ny.us/epay/index/htm), by e-mail at [epunit@osc.state.ny.us](mailto: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.

GRANTEE: By: <u></u> Title: <u>County Executive</u> Print Name: <u>Kevin M. Byrne</u> Date: <u>12/6/24</u>	NYSDOT: By: <u></u> 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. Date: <b>DEC 30 2024</b>
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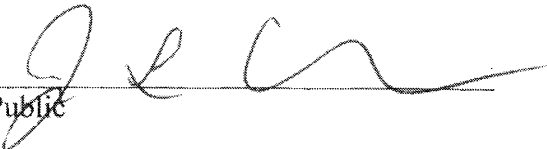
APPROVED AS TO FORM: State of New York Attorney General By: _____ Date: _____	APPROVED: Comptroller By: _____ Date: _____ Pursuant to State Finance Law §112.
--	---

**APPROVED**  
DEPT. OF AUDIT & CONTROL  
  
Jan 27 2025  
Paul A. Bachman  
  
**FOR THE STATE COMPTROLLER**

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
8TRM.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
8TRM.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
<b>Agreement Total:</b>				<b>\$4,512,038.00</b>	<b>\$3,058,474.00</b>		<b>\$1,071,257.00</b>	<b>\$382,307.00</b>			

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

\*\* If DOT-PAY is listed 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.**

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**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](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.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 subjection 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(l)(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.

#5j

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (25A024) – SOIL & WATER CONSERVATION DISTRICT – PERFORMANCE MEASURES – PART C FUNDS**

**WHEREAS, the Soil & Water Conservation Board voted to utilize Performance Measures funding in the amount of \$43,000 held in the Soil & Water Conservation District Trust Fund Account “Part C”; and**

**WHEREAS, \$8,000 will be used for Education and Outreach Initiatives, \$15,000 for a Culvert Inspection Camera, and \$20,000 for annual contribution towards Soil & Water Salary; and**

**WHEREAS, the Putnam County Soil & Water District Manager has requested a budgetary amendment (25A024) to account for this distribution; and**

**WHEREAS, the Physical Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it**

**RESOLVED, that the following budgetary amendment be made:**

**GENERAL FUND:**

**Increase Appropriations:**

<b>10874500 54640</b>	<b>S&amp;W – Education &amp; Training</b>	<b>8,000</b>
<b>10874500 52680</b>	<b>S&amp;W – Other Equipment</b>	<b>15,000</b>
<b>10199000 54980</b>	<b>General Contingencies</b>	<b><u>20,000</u></b>
		<b>43,000</b>

**Increase Estimated Revenues:**

<b>10874500 439105</b>	<b>S&amp;W – Performance Measures – Part C</b>	<b>43,000</b>
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**2025 Fiscal Impact (\$20,000)**

**2026 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

cc: all  
Phys.  
AVA

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 13<sup>th</sup>)
  - 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.

2025 MAR -6 AM 10:51  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

## **Diane Schonfeld**

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**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.



## Diane Schonfeld

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**From:** Diane Schonfeld  
**Sent:** Friday, March 21, 2025 4:33 PM  
**To:** Amy Sayegh; Bill Gouldman gmail; Daniel Birmingham; Diane Schonfeld; Diane Trabulsy; Edward Gordon; Elizabeth Robinson; Erin Crowley; Forwarder Paul Jonke; Greg Ellner; Laura Russo; Michele Alfano-Sharkey; Nancy Montgomery; Toni Addonizio  
**Subject:** FW: Part C  
**Attachments:** Part C Guidance Memo 2018-2019.pdf  
**Importance:** High  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Please see attached and email below pertaining to a question raised at the Physical Services Committee meeting on Tuesday, March 18, 2025.

Thank you,

Diane Schonfeld  
Clerk  
Putnam County Legislature  
40 Gleneida Avenue  
Carmel, NY 10512  
Phone: 845-808-1020  
Fax: 845-808-1933  
Email: [diane.schonfeld@putnamcountyny.gov](mailto:diane.schonfeld@putnamcountyny.gov)

---

**From:** Michael Lewis <Michael.Lewis@putnamcountyny.gov>  
**Sent:** Friday, March 21, 2025 3:11 PM  
**To:** Diane Schonfeld <Diane.Schonfeld@putnamcountyny.gov>; Michele Alfano-Sharkey <Michele.Alfano-Sharkey@putnamcountyny.gov>  
**Cc:** Thomas Feighery <Thomas.Feighery@putnamcountyny.gov>; Joseph Bellucci <Joseph.Bellucci@putnamcountyny.gov>; Neal Tomann <Neal.Tomann@putnamcountyny.gov>  
**Subject:** FW: Part C  
**Importance:** High

Diane/Michele – In response to an inquiry that was made at the last committee meeting, attached is the Part C guidance memo as well as our NYS A&M contact, please forward this to the Legislature for their review. Should there be any questions, feel free to get in contact with either one of us.

TY Mike



## Michael J. Lewis

Commissioner of Finance • Putnam County Finance Department  
PHONE | 845.808.1075 ext 49325 • WEBSITE | [PUTNAMCOUNTYNY.COM](http://PUTNAMCOUNTYNY.COM)  
PUTNAM COUNTY GOVERNMENT NEW YORK  
"Empowering Putnam County through dedicated service."

**From:** Luskin, Ben (AGRICULTURE) <[Ben.Luskin@agriculture.ny.gov](mailto:Ben.Luskin@agriculture.ny.gov)>  
**Sent:** Friday, March 21, 2025 1:58 PM  
**To:** Neal Tomann <[Neal.Tomann@putnamcountyny.gov](mailto:Neal.Tomann@putnamcountyny.gov)>; Michael Lewis <[Michael.Lewis@putnamcountyny.gov](mailto:Michael.Lewis@putnamcountyny.gov)>  
**Cc:** Thomas Feighery <[Thomas.Feighery@putnamcountyny.gov](mailto:Thomas.Feighery@putnamcountyny.gov)>; Joseph Bellucci <[Joseph.Bellucci@putnamcountyny.gov](mailto:Joseph.Bellucci@putnamcountyny.gov)>  
**Subject:** RE: Part C

You don't often get email from [ben.luskin@agriculture.ny.gov](mailto:ben.luskin@agriculture.ny.gov). [Learn why this is important](#)

### PUTNAM COUNTY NOTICE

**THIS EMAIL IS FROM AN EXTERNAL SENDER!** DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

Hi Neal and Mike,

Please see the attached Part C guidance from the Dept of Ag & Markets, Division of Land and Water Resources. This guidance was issued in 2018 following state changes to Soil and Water District Law. Using the funding to support Soil and Water Conservation District **staff salaries is not only allowed but promoted to get them to an appropriate wage.** Recruitment & retention activities for current and new district staff are encouraged as long as they are endorsed by the Soil and Water Conservation District Board of Directors. To Neal's point, all State Aid to District funds, Parts A, B, & C, are awarded to the SWCDs for their yearly activities, projects, and performance. **Once earned they are considered District funds and therefore the District Board should have full control over the awarded funds.**

Please let me know if you have any further questions. I will be on leave next week but will follow up when I return if needed.

Thanks,

Ben

**Benjamin V. Luskin, CCA**

Associate Environmental Analyst, NYS Soil & Water Conservation Committee

**New York State Department of Agriculture and Markets**

10B Airline Drive, Albany, NY 12235

(518) 708-5378 cell (518) 457-5093 office | [ben.luskin@agriculture.ny.gov](mailto:ben.luskin@agriculture.ny.gov)



## Soil and Water Conservation Committee

ANDREW M. CUOMO  
Governor

RICHARD A. BALL  
Commissioner

DALE STEIN  
Committee Chair

To: County Soil and Water Conservation District Manager  
From: Brian Steinmuller, NYS SWCC Assistant Director *Brian Steinmuller*  
Date: November 20, 2018  
Subject: Part C Performance Measures Financial Assistance Guidance

The State Committee has developed the following guidance based on the law changes that occurred in 2018 to State Aid to Districts - Part C. This guidance pertains to awards that will be received in 2019 based on your Performance Measure achievements for calendar year 2018, and all subsequent Part C awards.

### Guidance for Part C:

- Funds are not required to be spent within a calendar year.
- Unspent funds will not be required to be returned.
- All expenses that are allowable under District Law are now eligible under Part C. This includes expenditures that were previously ineligible under Part C, such as:
  - Dues and donations
  - Trainings and workshops
  - Education & outreach including Envirothon expenses
- Part C funds should be spent on activities and expenditures that are based on the District's mission, comply with District Law, align with the District's Annual Plan of Operation, and are approved by the District's board. State Committee staff are available to assist District boards in developing and prioritizing project/program plans and ideas for expenditures.
- Increasing staff capacity, hiring retention, and staff training are encouraged to foster District program and staffs' professional growth.
- Equipment, vehicles, and capital improvements to District or County owned property must follow District procurement policies and have a direct bearing on programs or activities implemented by the District.

- Once earned by the District, Part C awards are District funds that can be utilized towards eligible expenditures for Part A and leveraging other funding sources.

Final Reports are a valuable communication piece. The SWCC frequently receives inquiries on District activities and use of State Aid Funding. To answer these inquiries, the SWCC has decided to continue the requirement to complete a Part C Final Report:

- Generally, reporting on the use of funds will include how they've been spent to date, what program(s) and projects(s) have been done or made possible by the investment of these Part C funds, whether the District hired or advanced technical skills for new and/or existing staff utilizing Part C funding, etc.
- Districts will not be required to account for every dollar awarded on a detailed budget sheet.

If you have any questions, please contact me, Jennifer Clifford, State Aid to Districts Program Manager or your regional AEA. Thank you

c.c. Dale Stein, Chair  
Michael Latham, Director  
Scott Fickbohm, AEA  
PJ Emerick, AEA

Jennifer Clifford, AEA  
Victor DiGiacomo, AEA  
Ryan Cunningham, AEA

**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
<b>VC6-C200A-D34HDN-US</b>	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			
<b>1.104.20.00001</b>	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
	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. \*\*\*

<b>TOTAL</b>	<b>\$10,695.00</b>
--------------	--------------------

Accepted By

Accepted Date

# VIVAX METROTECH

## vCam-6 HD INSPECTION SYSTEM

- 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<sup>(1)</sup>

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.

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.

## Camera Heads

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

## Type-CP Standard Reel

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

## Control Module

<b>Dimensions:</b>	14.2" (L) x 5.91" (W) x 12.6" (H) 360 mm (L) x 150 mm (W) x 320 mm (H)
<b>Weight:</b>	12Lbs. / 5.49kg
<b>Screen:</b>	9.7" / 24cm Daylight viewable (1024 x 768)
<b>Battery Life:</b>	Four hour runtime (six hour with sonde off)
<b>Enviromental:</b>	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.

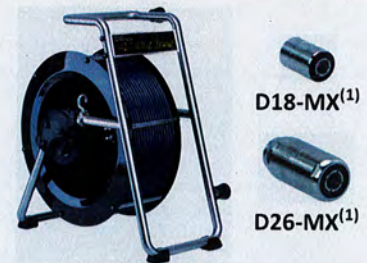
**Local Vivax-Metrotech Distributor:**

## Recommended Locators



vScan, VM-540 and vLoc3-Pro

## Popular Accessories



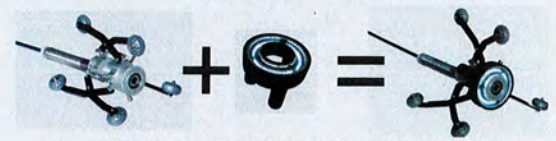
Mini-Reel and Cameras



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





#5K

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY TRANSFER (25T062) – DPW – CLOSE OUT CAPITAL PROJECTS**

**WHEREAS, the Commissioner of the Department of Public Works has requested a budgetary transfer (25T062) to close out various CP Projects and transfer funds to the Capital Project Reserve for future projects; and**

**WHEREAS, the Physical Services 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:**

**CAPITAL FUND:**

**Decrease Appropriations:**

<b>55197000 531907 51509</b>	<b>CP1907 – Carmel Friendship Center</b>	<b>146,721.57</b>
<b>55197000 532312 51509</b>	<b>CP2312 – Board of Elections</b>	<b>17,426.51</b>
<b>55197000 532314 51509</b>	<b>CP2314 – Fire Training Center</b>	<b>114.77</b>
<b>55197000 532405 51509</b>	<b>CP2405 – New Court House Boiler</b>	<b><u>143,474.48</u></b>
		<b><u>307,737.33</u></b>

**Increase Appropriations:**

<b>55197000 53000 51509</b>	<b>County Facility Reserve</b>	<b>307,737.33</b>
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**2025 Fiscal Impact – 0 –  
2026 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

MICHAEL J. LEWIS  
Commissioner of Finance



cc: all  
Phys  
A+A

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 - 25T0<sup>6</sup>92  
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
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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

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (25A022) – TOURISM – DECREASE IN I LOVE NY FUNDING**

**WHEREAS, New York State reduced the amount awarded to Putnam County for the I Love NY Program by \$9,192.00; and**

**WHEREAS, the Director of Tourism has requested a budgetary amendment (25A022) to transfer the County’s matching portion (\$9,192.00) of I Love NY funds into the Advertising line; and**

**WHEREAS, the Economic Development & Energy Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it**

**RESOLVED, that the following budgetary amendment be made:**

**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 NY                      9,192**

**2025 Fiscal Impact – 0 –**

**2026 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

MICHAEL LEWIS  
COMMISSIONER OF FINANCE



*cc: all  
Eco  
A+A*

KEVIN M. BYRNE  
PUTNAM COUNTY EXECUTIVE

*Reso*

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.

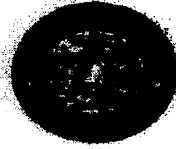
Approved:

Kevin M. Byrne  
County Executive

Kevin Byrne  
County Executive

PUTNAM COUNTY  
40 Glencida 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

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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](http://visitputnam.org)

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

#DiscoverPutnam

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**From:** Sheila Barrett <[sheila.barrett2@putnamcountyny.gov](mailto:sheila.barrett2@putnamcountyny.gov)>  
**Sent:** Monday, March 3, 2025 2:17 PM  
**To:** Tara Keegan <[Tara.Keegan@putnamcountyny.gov](mailto: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

#5m

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A139) – FINANCE - YEAR END JOURNAL ENTRY #3**

**WHEREAS, the Commissioner of Finance has requested a budgetary amendment (24A139) for the third Year End Journal Entry for the year ending December 31, 2024; and**

**WHEREAS, further entry(s) will follow as more information becomes available during the year end closing process; and**

**WHEREAS, the Audit & Administration Committee has reviewed and approved said budgetary amendment; now therefore be it**

**RESOLVED, that the following budgetary amendment be made:**

**GENERAL FUND:**

**Increase Appropriations:  
SEE ATTACHED SHEET 4,026,461**

**Increase Estimated Revenues:  
SEE ATTACHED SHEET 7,090,495**

**Decrease Estimated Revenues:  
SEE ATTACHED SHEET 3,064,034**

**2024 Fiscal Impact – 0 –  
2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_



MICHAEL J. LEWIS  
Commissioner of Finance



cc: all  
A+A

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 – 24A139**  
DATE: March 18, 2025

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

**GENERAL FUND:**

**Increase Appropriations:**

SEE ATTACHED SHEET \$ 4,026,461

**Increase Estimated Revenues:**

SEE ATTACHED SHEET \$ 7,090,495

**Decrease Estimated Revenues:**

SEE ATTACHED SHEET \$ 3,064,034

2025 MAR 18 PM 1:19  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, 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	OBI	PROJECT	ACCOUNT DESCRIPTION	APPROPRIATIONS		INCREASE ESTIMATED REVENUES	DECREASE ESTIMATED REVENUES	JUSTIFICATION
						INCREASE	DECREASE			
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 LEA	-	-	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	NVC 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-UPWR 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	BUDGETARY SURPLUS
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-Flaud	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	10134	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		PREVIANF	207,742.00	-	-	-	ADJUST TO BUDGET
01	FINANCE	10131000	427161		USE OF FUND BALANCE	504,801.00	-	-	-	ADJUST APPROPRIATED FB
<b>TOTAL GENERAL FUND</b>						<b>\$ 4,026,461.00</b>	<b>\$ -</b>	<b>\$ 7,090,495.00</b>	<b>\$ 3,064,034.00</b>	

#5n

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (25A026) – SOCIAL SERVICES – ADOPTION AND LEGAL GUARDIANSHIP INCENTIVE FUNDS FOR LOCAL DEPARTMENTS OF SOCIAL SERVICES (LDSS) RECRUITMENT ACTIVITIES**

**WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (25A026) to amend the 2025 DSS Budget to include Putnam County’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; and**

**WHEREAS, the Audit & Administration Committee has reviewed and approved said budgetary amendment; now therefore be it**

**RESOLVED, that the following budgetary amendment be made:**

**GENERAL FUND:**

**Increase Appropriations:**

10102000 51093 10229	Overtime	10,750
10102000 54329 10229	Promotional Materials	7,505
10102000 54410 10229	Supplies & Materials	2,800
10102000 54664 10229	Advertising	3,120
10102000 58002 10229	Social Security	825
		<u>25,000</u>

**Increase Revenue:**

10102000 446101 10229	Adm Social Services	25,000
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**2025 Fiscal Impact – 0 –  
2026 Fiscal Impact – 0 –**

- Legislator Addonizio \_\_\_\_\_
- Legislator Birmingham \_\_\_\_\_
- Legislator Crowley \_\_\_\_\_
- Legislator Ellner \_\_\_\_\_
- Legislator Gouldman \_\_\_\_\_
- Legislator Jonke \_\_\_\_\_
- Legislator Montgomery \_\_\_\_\_
- Legislator Russo \_\_\_\_\_
- Chairwoman Sayegh \_\_\_\_\_

MICHAEL J. LEWIS  
Commissioner of Finance



SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

cc: all  
ATA OK Toni

Reso

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 -

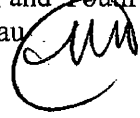
Fiscal Impact (26)           - 0 -

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 'SM', is written over the text 'Youth Bureau' in the distribution list.



# 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

<b>Transmittal:</b>	25-OCFS-LCM-03
<b>To:</b>	Local Departments of Social Services Commissioners
<b>Issuing Division/Office:</b>	Division of Child Welfare and Community Services/Bureau of Permanency Services
<b>Date:</b>	February 14, 2025
<b>Subject:</b>	<b>Adoption and Legal Guardianship Incentive Funds for Local Departments of Social Services (LDSSs) Recruitment Activities</b>
<b>Contact Person(s):</b>	See section VI.
<b>Attachments:</b>	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](mailto: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](mailto:Amanda.Darling@ocfs.ny.gov)

RRO – Chris Bruno (585) 238-8201 [Christopher.Bruno@ocfs.ny.gov](mailto:Christopher.Bruno@ocfs.ny.gov)

SRO – Sara Simon (315) 423-1200 [Sara.Simon@ocfs.ny.gov](mailto:Sara.Simon@ocfs.ny.gov)

ARO – John Lockwood (518) 486-7078 [John.Lockwood@ocfs.ny.gov](mailto:John.Lockwood@ocfs.ny.gov)

WRO – Sheletha Chang (914) 708-2499 [Sheletha.Chang@ocfs.ny.gov](mailto:Sheletha.Chang@ocfs.ny.gov)

NYCRO – Sandra Davidson (212) 383-1788 [Sandra.Davidson@ocfs.ny.gov](mailto: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](mailto: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](mailto:otda.sm.Field_Ops.I-IV@otda.ny.gov)

Michael Simon (Region VI)

(212) 961-8250

[Michael.Simon@otda.ny.gov](mailto: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

<b>District</b>	<b>Allocation</b>	<b>District</b>	<b>Allocation</b>
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	<b>Statewide Total</b>	<b>\$ 1,475,000</b>

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 <a href="mailto:Shonna.Clinton@ocfs.ny.gov">Shonna.Clinton@ocfs.ny.gov</a>
(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.

#50

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – RESCIND RESOLUTION #74 OF 2025 AND APPROVE REVISED BUDGETARY TRANSFER (25A027) – FINANCE – CIVIL SERVICE EMPLOYEE’S ASSOCIATION, INC. (CSEA) CONTRACT SETTLEMENT**

**WHEREAS, by Resolution #74 of 2025, the Putnam County Legislature approved the Commissioner of Finance’s request for 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 Commissioner of Finance has requested that Resolution #74 of 2025 be rescinded in order to amend and correct certain account numbers; and**

**WHEREAS, the Commissioner of Finance has provided budgetary amendment (25A027) to adjust these accounts appropriately; and**

**WHEREAS, the Audit & Administration has reviewed and approved the rescinding of Resolution #74 of 2025 and the amended budgetary amendment (25A027); now therefore be it**

**RESOLVED, that the following budgetary amendment 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

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
 Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
 Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

<b>10146000 58002</b>	<b>Social Security</b>	<b>660.00</b>
<b>10149000 51000</b>	<b>Personnel Services</b>	<b>18,020.00</b>
<b>10149000 58002</b>	<b>Social Security</b>	<b>1,378.00</b>
<b>10168000 51000</b>	<b>Personnel Services</b>	<b>26,001.00</b>
<b>10168000 58002</b>	<b>Social Security</b>	<b>1,989.00</b>
<b>10296000 51000</b>	<b>Personnel Services</b>	<b>7,733.00</b>
<b>10296000 58002</b>	<b>Social Security</b>	<b>592.00</b>
<b>10314000 51000</b>	<b>Personnel Services</b>	<b>79,401.00</b>
<b>10314000 58002</b>	<b>Social Security</b>	<b>6,073.00</b>
<b>10398900 51000</b>	<b>Personnel Services</b>	<b>90,401.00</b>
<b>10398900 58002</b>	<b>Social Security</b>	<b>6,916.00</b>
<b>12401000 51000</b>	<b>Personnel Services</b>	<b>201,876.00</b>
<b>12401000 58002</b>	<b>Social Security</b>	<b>15,442.00</b>
<b>10405900 51000</b>	<b>Personnel Services</b>	<b>26,810.00</b>
<b>10405900 58002</b>	<b>Social Security</b>	<b>2,051.00</b>
<b>10511100 51000</b>	<b>Personnel Services</b>	<b>64,862.00</b>
<b>10511100 58002</b>	<b>Social Security</b>	<b>4,963.00</b>
<b>10120000 51000</b>	<b>Personnel Services</b>	<b>286,198.00</b>
<b>10120000 58002</b>	<b>Social Security</b>	<b>21,895.00</b>
<b>22071000 51000</b>	<b>Personnel Services</b>	<b>10,397.00</b>
<b>22071000 58002</b>	<b>Social Security</b>	<b>795.00</b>
<b>10629300 51000</b>	<b>Personnel Services</b>	<b>17,682.00</b>
<b>10629300 58002</b>	<b>Social Security</b>	<b>1,353.00</b>
<b>10651000 51000</b>	<b>Personnel Services</b>	<b>5,471.00</b>
<b>10651000 58002</b>	<b>Social Security</b>	<b>419.00</b>
<b>10677200 51000</b>	<b>Personnel Services</b>	<b>94,875.00</b>
<b>10677200 58002</b>	<b>Social Security</b>	<b>7,261.00</b>
<b>10677400 51000</b>	<b>Personnel Services</b>	<b>41,338.00</b>
<b>10677400 58002</b>	<b>Social Services</b>	<b>3,162.00</b>
<b>10677500 51000</b>	<b>Personnel Services</b>	<b>7,938.00</b>
<b>10677500 58002</b>	<b>Social Security</b>	<b>608.00</b>
<b>10677700 51000</b>	<b>Personnel Services</b>	<b>26,286.00</b>
<b>10677700 58002</b>	<b>Social Security</b>	<b>2,010.00</b>
<b>10677800 51000</b>	<b>Personnel Services</b>	<b>1,577.00</b>
<b>10677800 58002</b>	<b>Social Security</b>	<b>121.00</b>

Legislator Addonizio \_\_\_\_\_  
 Legislator Birmingham \_\_\_\_\_  
 Legislator Crowley \_\_\_\_\_  
 Legislator Ellner \_\_\_\_\_  
 Legislator Gouldman \_\_\_\_\_  
 Legislator Jonke \_\_\_\_\_  
 Legislator Montgomery \_\_\_\_\_  
 Legislator Russo \_\_\_\_\_  
 Chairwoman Sayegh \_\_\_\_\_



Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
 Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
 Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

<b>10677900 51000</b>	<b>Personnel Services</b>	<b>6,047.00</b>
<b>10677900 58002</b>	<b>Social Security</b>	<b>463.00</b>
<b>10711000 51000</b>	<b>Personnel Services</b>	<b>52,718.00</b>
<b>10711000 58002</b>	<b>Social Security</b>	<b>4,032.00</b>
<b>10731000 51000</b>	<b>Personnel Services</b>	<b>17,806.00</b>
<b>10731000 58002</b>	<b>Social Security</b>	<b>1,361.00</b>
<b>10751000 51000</b>	<b>Personnel Services</b>	<b>2,948.00</b>
<b>10751000 58002</b>	<b>Social Security</b>	<b>226.00</b>
<b>10802000 51000</b>	<b>Personnel Services</b>	<b>27,429.00</b>
<b>10802000 58002</b>	<b>Social Security</b>	<b><u>2,098.00</u></b>
		<b>1,381,346.00</b>

**Decrease Appropriations:**

<b>10199000 54980</b>	<b>Contingency</b>	<b>1,381,346.00</b>
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**COUNTY ROAD:**

**Increase Appropriations:**

<b>10511000 51000</b>	<b>Personnel Services</b>	<b>117,065.00</b>
<b>10511000 58002</b>	<b>Social Security</b>	<b><u>8,952.00</u></b>
		<b>126,017.00</b>

**Increase Estimated Revenues:**

<b>02021310 427161</b>	<b>Use of Fund Balance</b>	<b>126,017.00</b>
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**ROAD MACHINERY:**

**Increase Appropriations:**

<b>10513000 51000</b>	<b>Personnel Services</b>	<b>40,353.00</b>
<b>10513000 58002</b>	<b>Social Security</b>	<b><u>3,087.00</u></b>
		<b>43,440.00</b>

**Increase Estimated Revenues:**

<b>03021310 427161</b>	<b>Use of Fund Balance</b>	<b>43,440.00</b>
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**2025 Fiscal Impact - \$1,550,803**

**2026 Fiscal Impact - TBD**

Legislator Addonizio \_\_\_\_\_  
 Legislator Birmingham \_\_\_\_\_  
 Legislator Crowley \_\_\_\_\_  
 Legislator Ellner \_\_\_\_\_  
 Legislator Gouldman \_\_\_\_\_  
 Legislator Jonke \_\_\_\_\_  
 Legislator Montgomery \_\_\_\_\_  
 Legislator Russo \_\_\_\_\_  
 Chairwoman Sayegh \_\_\_\_\_

MICHAEL J. LEWIS  
Commissioner of Finance



SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

cc: all  
ATA OK P.J.

Reso

DEPARTMENT OF FINANCE

**MEMORANDUM**

TO: Diane Schonfeld, Legislative Clerk

FROM: Michael J. Lewis, Commissioner of Finance – *MJL*

RE: **Budgetary 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

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LEGISLATURE  
PUTNAM COUNTY  
CARNEL, NY

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

\$ 1,381,346.00 /

**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
			\$	<u>126,017.00</u>

**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
			\$	<u>43,440.00</u>

**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	RCD S CLERK/TPYST	63,782.00	1,754.00	1,802.00	272.00	3,828.00
141010107	1410	CSEA	RCD S CLERK/TPYST	52,676.00	1,449.00	1,489.00	225.00	3,163.00
141010108	1410	CSEA	RCD S CLERK/TPYST	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	RCD S CLERK/TPYST	50,650.00	1,393.00	1,431.00	216.00	3,040.00
141010115	1410	CSEA	SR RCD S CLERK/TPYST	73,938.00	2,033.00	2,089.00	315.00	4,437.00
141010116	1410	CSEA	SR RCD S CLERK/TPYST	67,065.00	1,844.00	1,895.00	286.00	4,025.00
141010117	1410	CSEA	SR RCD S CLERK/TPYST II	80,458.00	2,213.00	2,274.00	343.00	4,830.00
141010118	1410	CSEA	RCD S CLERK/TPYST	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	3,979.00
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	255.00	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/TYPST	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 TYPST	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/TYPST II	63,782.00	1,754.00	1,802.00	222.00	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 I/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 I	76,366.00	2,100.00	2,158.00	326.00	4,584.00
314010920	3140	CSEA	RECLASS TO SR ACCOUNT CLERK	3,662.00	101.00	104.00	16.00	221.00
314010936	3140	CSEA	RECLASS TO SR ACCOUNT CLERK	4,855.00	134.00	138.00	21.00	293.00
314010937	3140	CSEA	RECLASS TO SR ACCOUNT CLERK	3,506.00	96.00	99.00	15.00	210.00
314010999	3140	CSEA	RECLASS FROM PROBATION OFFICER I TO PROBATION OFFICER I	5,514.00	152.00	156.00	24.00	332.00
				12,970.00	357.00	367.00	55.00	779.00

Position Number	Org	Group/BU	Position Number	Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 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		EMERGENCY SERVICES 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 ED C 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	2,336.00
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	PRENV 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	ASSST PUB HLTH ENG	97,259.00	2,675.00	2,749.00	415.00	5,839.00
401012124	4010	CSEA	ASSST 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	147.00	22.00	312.00
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	2,336.00
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	92,558.00	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	262.00
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 SVCS COORD (SS)	66,598.00	1,831.00	1,881.00	284.00	3,996.00
405910107	4059	CSEA	EI SVCS COORD (SP)	74,949.00	2,061.00	2,118.00	320.00	4,499.00
405910108	4059	CSEA	EI SVCS 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 SVCS COORD	88,230.00	2,426.00	2,493.00	376.00	4,025.00
405910902	4059	CSEA	REALLOCATION FROM GRADE 22 TO GRADE 23	6,126.00	168.00	173.00	26.00	262.00
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 III	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 III	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	30,797.00	845.00	868.00	131.00	1,844.00
601020117	6010	CSEA	PR OFFICE ASSISTANT	20,993.00	577.00	593.00	90.00	1,844.00
601020904	6010	CSEA	RECLASS TO FISCAL TECHNICIAN	1,549.00	43.00	44.00	7.00	94.00
601020922	6010	CSEA	RELOCATION 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	SRE & T COUNSELOR	97,820.00	2,690.00	2,764.00	417.00	5,871.00
626110101	6261	CSEA	COORD W/A/E & T	121,662.00	3,346.00	3,438.00	519.00	7,303.00
626110102	6261	CSEA	ASST COORD W/A/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 SPECI 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 SVCS AIDE	39,601.00	1,089.00	1,119.00	169.00	2,377.00
677210109	6772	CSEA	AGING SVCS 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	1,396.00	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	1,396.00	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 SVCS 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	1,266.00	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 (RECLASSIFIED 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 TYPST	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 TYPST	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
<b>GENERAL FUND</b>				<b>\$ 23,013,790.00</b>	<b>\$ 632,886.00</b>	<b>\$ 650,296.00</b>	<b>\$ 98,164.00</b>	<b>\$ 1,381,346.00</b>

511010101	5110	CSEA	CONSTR MAT & HWY DISP	52,482.00	1,443.00	1,483.00	224.00	3,150.00
511010103	5110	CSEA	RME 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	RME O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010108	5110	CSEA	RME O I	58,756.00	1,616.00	1,660.00	251.00	3,527.00
511010109	5110	CSEA	RME 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	RME O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010114	5110	CSEA	RME 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	RME O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010123	5110	CSEA	RME O II	61,010.00	1,678.00	1,724.00	260.00	3,662.00
511010125	5110	CSEA	TREE MAINT EQP OPI	72,829.00	2,003.00	2,058.00	311.00	4,372.00
511010130	5110	CSEA	RME 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	RME 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 OPI	66,380.00	1,825.00	1,875.00	283.00	3,983.00
511010150	5110	CSEA	RME O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010151	5110	CSEA	RME O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010152	5110	CSEA	RME O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010153	5110	CSEA	RME 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	RME 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
513010104	5130	CSEA	AUTOMOTIVE MECHANIC
513010105	5130	CSEA	AUTOMOTIVE MECHANIC
513010106	5130	CSEA	AUTOMOTIVE BODY MECHANIC
513010110	5130	CSEA	LEAD DIESEL MECHANIC
513010111	5130	CSEA	LEAD AUTOMOTIVE MECHANIC
513010112	5130	CSEA	AUTOMOTIVE MECHANIC
513010113	5130	CSEA	CHIEF MECHANIC II
513010115	5130	CSEA	AUTO MECHANIC HELPER

**ROAD MACHINERY**

**GRAND TOTAL**

	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
	66,598.00	1,831.00	1,881.00	284.00	3,996.00
	72,829.00	2,003.00	2,058.00	311.00	4,372.00
	86,838.00	2,388.00	2,454.00	370.00	5,212.00
	80,457.00	2,213.00	2,274.00	343.00	4,830.00
	80,027.00	2,201.00	2,262.00	341.00	4,804.00
	80,294.00	2,208.00	2,269.00	342.00	4,819.00
	115,967.00	3,189.00	3,277.00	495.00	6,961.00
	56,408.00	1,551.00	1,594.00	241.00	3,386.00
<b>ROAD MACHINERY</b>	<b>723,726.00</b>	<b>19,902.00</b>	<b>20,451.00</b>	<b>3,087.00</b>	<b>43,440.00</b>
<b>GRAND TOTAL</b>	<b>\$ 25,837,334.00</b>	<b>\$ 710,528.00</b>	<b>\$ 730,072.00</b>	<b>\$ 110,203.00</b>	<b>\$ 1,550,803.00</b>

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: \_\_\_\_\_

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 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:

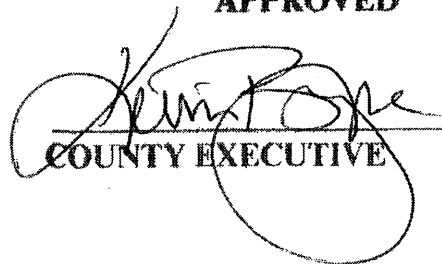
10199000 54980	Contingency	1,550,803.00
----------------	-------------	--------------

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

#5p

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – WRITE OFF DELINQUENT REAL PROPERTY TAXES – TOWN OF PATTERSON TAX MAP #4.-1-68**

**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; now therefore be it**

**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.**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

**MICHAEL LEWIS**  
COMMISSIONER OF FINANCE




*uAll  
Audit*

*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 - *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.

**Browser Bills**

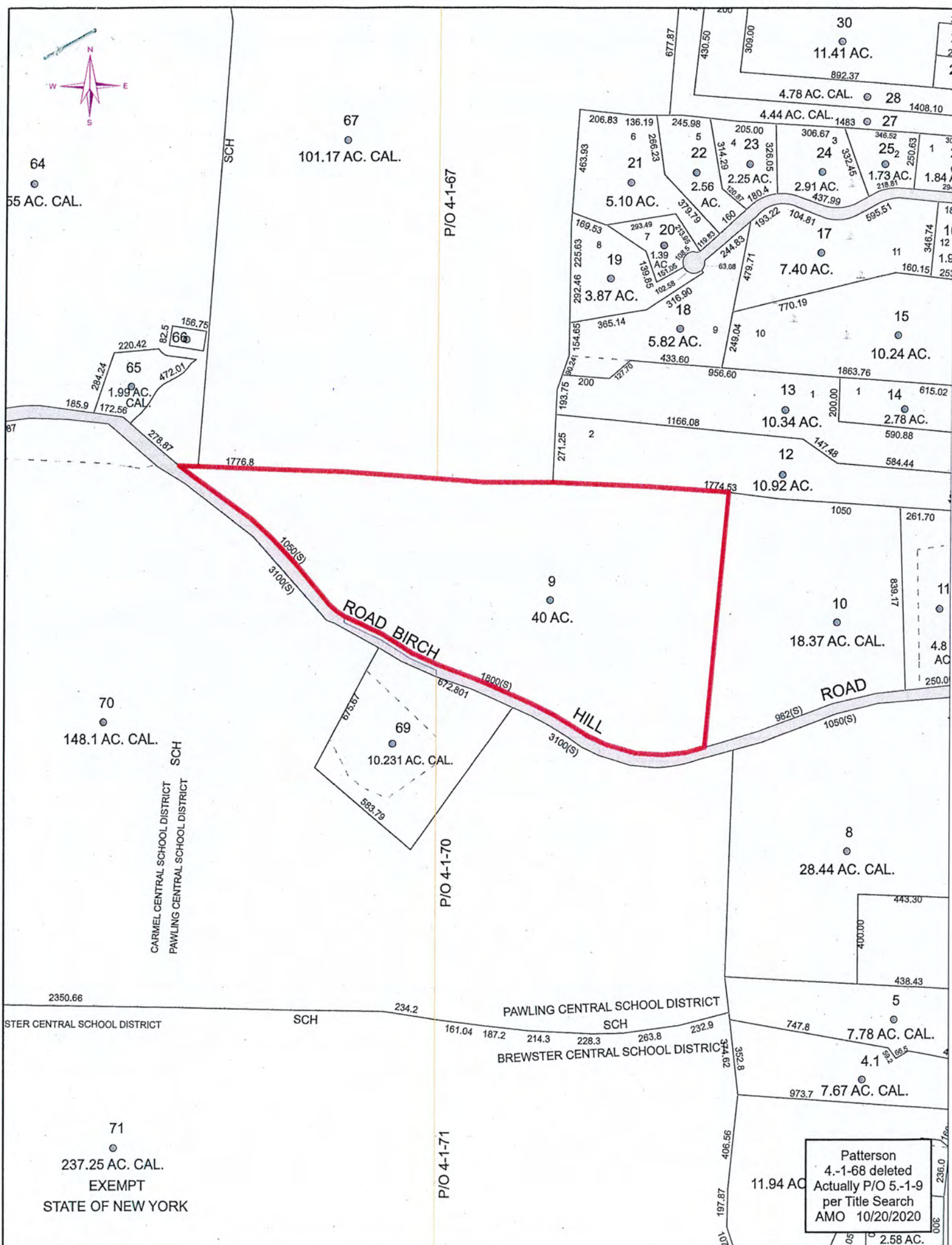
Home | Address | Calendar | Clock | Contacts | Desktop | Downloads | Extensions | Home | Location | Open | Print | Search | Settings | Task Manager | Windows | Zoom

Bill Inquiry (Putnam County) > Advanced Search > Browse Bills

Year	Type	Bill Number	Reference	Parcel	AR Code	Bill Amount	Unpaid Amount	Unpaid Name 1
2010	REP	10819328	388 BIRCH HILL RD	4-1-68	S207	2,637.67	0.00	COUNTY OF PUTNAM
2010	REC-3	10819327	388 BIRCH HILL RD	4-1-68	T103	3,780.19	3,971.30	DONECKER KIERSTAN
2009	REP	10819326	388 BIRCH HILL RD	4-1-68	S207	2,456.71	0.00	DONECKER KIERSTAN
2009	REC-3	10819325	388 BIRCH HILL RD	4-1-68	T103	3,619.64	4,233.99	DONECKER KIERSTAN
2008	REP	10819324	388 BIRCH HILL RD	4-1-68	S207	2,347.96	0.00	DONECKER KIERSTAN
2008	REC-3	10819323	388 BIRCH HILL RD	4-1-68	T103	3,516.40	4,114.75	DONECKER KIERSTAN
2007	REP	10819322	388 BIRCH HILL RD	4-1-68	S207	2,298.75	45.98	DONECKER KIERSTAN
2007	REC-3	10819321	388 BIRCH HILL RD	4-1-68	T103	3,114.67	3,650.75	DONECKER KIERSTAN
2006	REP	10819320	388 BIRCH HILL RD	4-1-68	S207	2,081.21	0.00	DONECKER KIERSTAN
2006	REC-3	10819319	388 BIRCH HILL RD	4-1-68	T103	2,509.50	3,413.79	DONECKER KIERSTAN
2005	REP	10819318	388 BIRCH HILL RD	4-1-68	S207	1,948.27	0.00	DONECKER KIERSTAN
2005	REC-3	10819317	388 BIRCH HILL RD	4-1-68	T103	2,836.44	3,329.40	DONECKER KIERSTAN
2004	REP	10819316	388 BIRCH HILL RD	4-1-68	S207	1,892.09	0.00	DONECKER KIERSTAN
2004	REC-3	10819315	388 BIRCH HILL RD	4-1-68	T103	2,068.25	2,422.14	DONECKER KIERSTAN
2003	REP	10819314	388 BIRCH HILL RD	4-1-68	S207	1,306.57	0.00	DONECKER KIERSTAN
2003	REC-3	10819313	388 BIRCH HILL RD	4-1-68	T103	2,089.87	2,467.11	DONECKER KIERSTAN
2002	REP	10819312	388 BIRCH HILL RD	4-1-68	S207	1,360.41	0.00	DONECKER KIERSTAN
2002	REC-3	10819311	388 BIRCH HILL RD	4-1-68	T103	585.20	729.22	DONECKER KIERSTAN
2001	REP	10819310	388 BIRCH HILL RD	4-1-68	S207	1,258.74	0.00	COUNTY OF PUTNAM
2001	REC-3	10819309	388 BIRCH HILL RD	4-1-68	T103	0.00	0.00	COUNTY OF PUTNAM
2000	REP	10819308	388 BIRCH HILL RD	4-1-68	S207	1,174.34	0.00	COUNTY OF PUTNAM
2000	REC-3	10819307	389 BIRCH HILL RD	4-1-68	T103	0.00	0.00	COUNTY OF PUTNAM
1999	REP	10819306	388 BIRCH HILL RD	4-1-68	S207	1,163.13	0.00	COUNTY OF PUTNAM
1999	REC-3	10819305	388 BIRCH HILL RD	4-1-68	T103	0.00	0.00	COUNTY OF PUTNAM
1998	REP	10819304	388 BIRCH HILL RD	4-1-68	S207	1,145.13	0.00	COUNTY OF PUTNAM
1998	REC-3	10819303	0 BIRCH HILL	4-1-68	T103	0.00	0.00	COUNTY OF PUTNAM
1997	REP	10819302	0 BIRCH HILL	4-1-68	S207	988.10	0.00	COUNTY OF PUTNAM
1997	REC-3	10819301	0 BIRCH HILL	4-1-68	T103	0.00	0.00	COUNTY OF PUTNAM
1996	REP	10819300	0 BIRCH HILL	4-1-68	S207	930.58	0.00	COUNTY OF PUTNAM

3,971.30 +  
 4,233.99 +  
 4,114.75 +  
 3,650.75 +  
 3,413.79 +  
 3,329.40 +  
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 2,422.14 +  
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 729.22 +  
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 1,163.13 +  
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 988.10 +  
 0.00 +  
 930.58 +

28,352.4584



64  
55 AC. CAL.

67  
101.17 AC. CAL.

30  
11.41 AC.

4.78 AC. CAL. 28  
1408.10

206.83 136.19 245.98 205.00 4.44 AC. CAL. 1483 27  
463.93 6 266.23 5 314.59 4 23 306.67 3 346.52 252 250.63 1 30  
5.10 AC. 2.56 2.25 AC. 2.91 AC. 1.73 AC. 1.84 AC.

169.53 293.49 7 20 213.52 104.81 595.51 16  
3.87 AC. 1.39 AC. 151.95 102.58 315.90 18 7.40 AC. 11 346.74 12  
292.46 225.63 8 19 136.96 9 244.63 63.08 10 160.15 25

185.9 172.56 1.99 AC. CAL. 65 472.01 156.75 82.5 66  
5.82 AC. 365.14 9 10 770.19 15 10.24 AC.  
433.60 249.04 10 1863.76 13 1 14 615.02  
10.34 AC. 2.78 AC. 590.88 12 147.48 584.44

193.75 190.24 154.65 200 127.70 271.25 2  
1166.08 10.92 AC. 1774.53 1050 261.70 11  
18.37 AC. CAL. 838.17 4.8 AC. 250.0

185.9 172.56 1.99 AC. CAL. 65 472.01 156.75 82.5 66  
220.42 284.24 278.87 1776.8

1050(S) 3100(S) ROAD BIRCH HILL 1800(S) 3100(S) 1774.53 10.92 AC.

9  
40 AC.

10  
18.37 AC. CAL.

70  
148.1 AC. CAL.

69  
10.231 AC. CAL.  
583.79

8  
28.44 AC. CAL.

CARMEL CENTRAL SCHOOL DISTRICT  
PAWLING CENTRAL SCHOOL DISTRICT

P/O 4-1-70

2350.66  
STER CENTRAL SCHOOL DISTRICT

PAWLING CENTRAL SCHOOL DISTRICT  
SCH  
BREWSTER CENTRAL SCHOOL DISTRICT

443.30 438.43 5  
747.8 7.78 AC. CAL. 4.1  
973.7 7.67 AC. CAL.

71  
237.25 AC. CAL.  
EXEMPT  
STATE OF NEW YORK

P/O 4-1-71

11.94 AC  
197.87 406.56 352.8 294.62 263.8 232.9 747.8  
2.05 2.58 AC. 375 CAL.

Patterson  
4.-1-68 deleted  
Actually P/O 5.-1-9  
per Title Search  
AMO 10/20/2020



	Philip Saber or Taber	
<u>Tax map parcels 4.-1-69 &amp; 70</u>	<u>140 acres +/-</u> Deeds liber 85 pages 165 & 166	<u>Tax map parcels 4.-1-68 &amp; 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 Glencida Avenue  
Carmel, N.Y. 10512

GRANTOR/MORTGAGOR  
William J. Carlin, Jr.  
as Commissioner of Finance

DO NOT WRITE BELOW THIS LINE

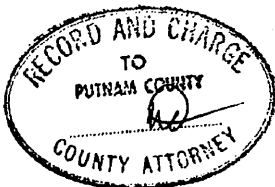
DEED  MTG  SAT  ASMT  CEM  POA  ESE   
OTHER

RECORDING FEES	# OF PAGES	RESERVE FOR CERTIFICATION
	4	
	C/R	
RCD FEE		
STAT CHG	0.00	
REC MGMT	0.00	
CROSS REF		
TOTAL	<u>0</u>	

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 7<sup>th</sup> 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 25<sup>th</sup> day of February, 2010 and entered in the Office of the Clerk of the County of Putnam on the 4<sup>th</sup> 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**

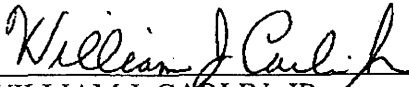
Patterson

4.-1-68

Kirsten Donecker

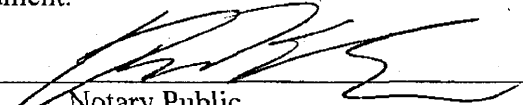
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

  
WILLIAM J. CARLIN, JR.,  
Commissioner of Finance of Putnam County

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

On the 7<sup>th</sup> day of June in the year 2010 before me, the undersigned, a notary public in and for said State, personally appeared WILLIAM J. CARLIN, JR. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

  
Notary Public

RECORD AND RETURN TO:

Andrew Negro, Esq.  
Putnam County Department of Law  
40 Gleneida Avenue  
Carmel, New York 10512

ANDREW W. NEGRO  
Notary Public, State of New York  
No. 02NE6070549  
Qualified in Putnam County  
Commission Expires March 4, 20 14

#59

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – WRITE OFF DELINQUENT REAL PROPERTY TAXES – TOWN OF PATTERSON TAX MAP #999.-99-102**

**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; and**

**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; and**

**WHEREAS, the Legislature has determined that there is no practical method to enforce the collection of delinquent tax liens arising thereafter against the parcel; now therefore be it**

**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.**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

MICHAEL LEWIS  
COMMISSIONER OF FINANCE




Call  
Audit

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 - 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  
A+A*

*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.

Browser Bills

Back  Forward  Home  Stop  Refresh  Print  Search  Bookmarks  History  Downloads  Settings  Help

Bill Inquiry [Putnam County] > Advanced Search > Browse Bills

Year Type	Bill Number	Reference	Parcel	AG Code	Billed Amount	Unpaid Name 1	Name 2
2024 RE-C	10304375		999-99-102	T103	41.48	4565 COUNTY OF PUTNAM	
2023 RE-C	20111773		999-99-102	S201	108.81	0.00 WILMOTH ROBERT	
2023 RE-C	10304276		999-99-102	T103	164.10	174.40 WILMOTH ROBERT	
2022 TL-3	562		999-99-102	TL103	247.61	247.61 WILMOTH ROBERT	45 +
2022 RE-C	20111457		999-99-102	S201	111.68	0.00 WILMOTH ROBERT	
2021 TL-3	870		999-99-102	TL103	246.59	246.59 WILMOTH ROBERT	247.61 +
2021 RE-C	20111470		999-99-102	S201	114.65	0.00 WILMOTH ROBERT	
2020 TL-3	859 0		999-99-102	TL103	249.10	249.10 WILMOTH ROBERT	246.59 +
2020 RE-C	20111475 0		999-99-102	S201	114.77	0.00 WILMOTH ROBERT	
2019 TL-3	956 0		999-99-102	TL103	249.79	249.79 WILMOTH ROBERT	249.10 +
2019 RE-C	20111485 0		999-99-102	S201	116.15	0.00 WILMOTH ROBERT	
2018 TL-3	874 0		999-99-102	TL103	249.53	249.53 WILMOTH ROBERT	249.79 +
2018 RE-C	20111498 0		999-99-102	S201	116.52	0.00 WILMOTH ROBERT	
2017 TL-3	905 0		999-99-102	TL103	249.93	249.93 WILMOTH ROBERT	249.53 +
2017 RE-C	20111502 0		999-99-102	S201	116.88	0.00 WILMOTH ROBERT	
2016 TL-3	694 0		999-99-102	TL103	248.16	248.16 WILMOTH ROBERT	249.93 +
2016 RE-C	20111465 0		999-99-102	S201	117.39	0.00 WILMOTH ROBERT	
2015 TL-3	708 0		999-99-102	TL103	245.67	245.67 WILMOTH ROBERT	248.16 +
2015 RE-C	20111483 0		999-99-102	S201	116.71	0.00 WILMOTH ROBERT	
2014 TL-3	718 0		999-99-102	TL103	237.84	387.84 WILMOTH ROBERT	245.67 +
2014 RE-C	20111497 0		999-99-102	S201	114.86	0.00 WILMOTH ROBERT	
2013 RE-C	20111509 0		999-99-102	S201	110.05	0.00 WILMOTH ROBERT	
2013 RE-C	10304488 0		999-99-102	T103	37.49	0.00 WILMOTH ROBERT	
2012 RE-C	20111522 0		999-99-102	S201	103.35	0.00 WILMOTH ROBERT	
2011 RE-C	10304526 0		999-99-102	T103	36.09	0.00 WILMOTH ROBERT	
2011 RE-C	103097552 0		999-99-102	S201	96.34	0.00 WILMOTH ROBERT	
2010 RE-C	103097551 0		999-99-102	T103	34.94	0.00 WILMOTH ROBERT	
2010 RE-C	103097550 0		999-99-102	S201	89.50	0.00 WILMOTH ROBERT	
2010 RE-C	103097549 0		999-99-102	T103	34.61	0.00 WILMOTH ROBERT	
2008 RE-C	1030378 0		999-99-102	S201	62.07	0.00 WILMOTH ROBERT	

Search / Filter

Q V

Go

0 1 1  
2,594,276+



# Image Mate Online

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		
<input type="button" value="Reset"/> <input type="button" value="Search"/>		

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)

#51

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – WRITE OFF DELINQUENT REAL PROPERTY TAXES – TOWN OF PUTNAM VALLEY TAX MAP #73.8-1-52**

**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; and**

**WHEREAS, the property identified as Putnam Valley tax map parcel 73.8-1-52 was placed in Roll Section 8, “Wholly Exempt” in 2017; and**

**WHEREAS, the Legislature has determined that there is no practical method to enforce the collection of delinquent tax liens arising thereafter against the parcel; now therefore be it**

**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.**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

**MICHAEL LEWIS**  
COMMISSIONER OF FINANCE




*cc All  
Audit*

*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 - *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.

2025 MAR 11 PM 1:16  
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 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	Dep't Name 1	Name 2
2023	REC-5	10505540	MILLER & PEERSKILL HOLLOW	73.8-1-52	T105	0.00	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2022	REC-V	20604532	MILLER & PEERSKILL HOLLOW	73.8-1-52	S206	0.00	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2022	REC-5	10505540	MILLER & PEERSKILL HOLLOW	73.8-1-52	T105	0.00	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2021	REC-V	20604536	MILLER & PEERSKILL HOLLOW	73.8-1-52	S206	0.00	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2021	REC-5	10505551	MILLER & PEERSKILL HOLLOW	73.8-1-52	T105	0.00	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2020	REC-V	20604530	0 MILLER & PEERSKILL HOLLOW	73.8-1-52	S206	0.00	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2020	REC-5	10505538	0 MILLER & PEERSKILL HOLLOW	73.8-1-52	T105	0.00	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2019	REC-V	20604746	0 MILLER & PEERSKILL HOLLOW	73.8-1-52	S206	0.00	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2019	REC-5	10505784	0 MILLER & PEERSKILL HOLLOW	73.8-1-52	T105	0.00	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2018	REC-V	20604755	0 MILLER & PEERSKILL HOLLOW	73.8-1-52	S206	0.00	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2018	REC-5	10505783	0 MILLER & PEERSKILL HOLLOW	73.8-1-52	T105	0.00	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2017	REC-V	20604756	0 MILLER & PEERSKILL HOLLOW	73.8-1-52	S206	0.00	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2017	REC-5	10505362	0 MILLER RD	73.8-1-52	T105	0.00	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2016	REC-V	20604770	0 MILLER RD	73.8-1-52	S206	2,325.71	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2016	REC-5	10505366	0 MILLER RD	73.8-1-52	T105	0.00	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2015	REC-V	20604471	0 MILLER RD	73.8-1-52	S206	2,373.63	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2015	REC-5	10505379	0 MILLER RD	73.8-1-52	T105	760.35	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2014	REC-V	20604481	0 MILLER RD	73.8-1-52	S206	2,395.28	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2014	REC-5	10505386	0 MILLER RD	73.8-1-52	T105	724.30	613.62 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2013	REC-V	20604488	0 MILLER RD	73.8-1-52	S206	2,302.91	0.00 COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2013	REC-5	10503596	0 MILLER RD	73.8-1-52	T105	3,064.42	3,270.74 NRI EAST LLC	C/O LANDAUCTION.COM
2012	REC-V	20602962	0 MILLER RD	73.8-1-52	S206	3,426.57	3,426.57 NRI EAST LLC	C/O LANDAUCTION.COM
2011	REC-V	11333461	0 MILLER RD	73.8-1-52	T105	2,179.80	0.00 NRI EAST LLC	C/O LANDAUCTION.COM
2011	REC-5	11333461	0 MILLER RD	73.8-1-52	S206	3,350.90	3,350.90 NRI EAST LLC	C/O LANDAUCTION.COM
2010	REC-V	434	0 MILLER RD	73.8-1-52	T105	2,085.64	0.00 NRI EAST LLC	C/O LANDAUCTION.COM
2010	REC-5	11333459	0 MILLER RD	73.8-1-52	S206	3,140.89	3,140.89 NRI EAST LLC	C/O LANDAUCTION.COM
2009	REC-V	526	0 MILLER RD	73.8-1-52	T105	2,033.31	0.00 NRI EAST LLC	C/O LANDAUCTION.COM
2009	REC-5	11333457	0 MILLER RD	73.8-1-52	S206	2,909.64	2,909.64 NRI EAST LLC	C/O LANDAUCTION.COM
2008	REC-V	389	0 MILLER RD	73.8-1-52	T105	1,909.97	0.00 NRI EAST LLC	C/O LANDAUCTION.COM
2008	REC-5	389	0 MILLER RD	73.8-1-52	S206	2,672.92	2,822.82 NRI EAST LLC	C/O LANDAUCTION.COM

Search / Filter

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 Glenside 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	NRLLE 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.

062.000

**SEWELL**  
 TOWN OF PUTNAM VALLEY  
 PUTNAM VALLEY FIRE DISTRICT  
 PUTNAM VALLEY FIRE DISTRICT

REVISIONS  
 DESCRIPTION  
 REVISIONS  
 DESCRIPTION

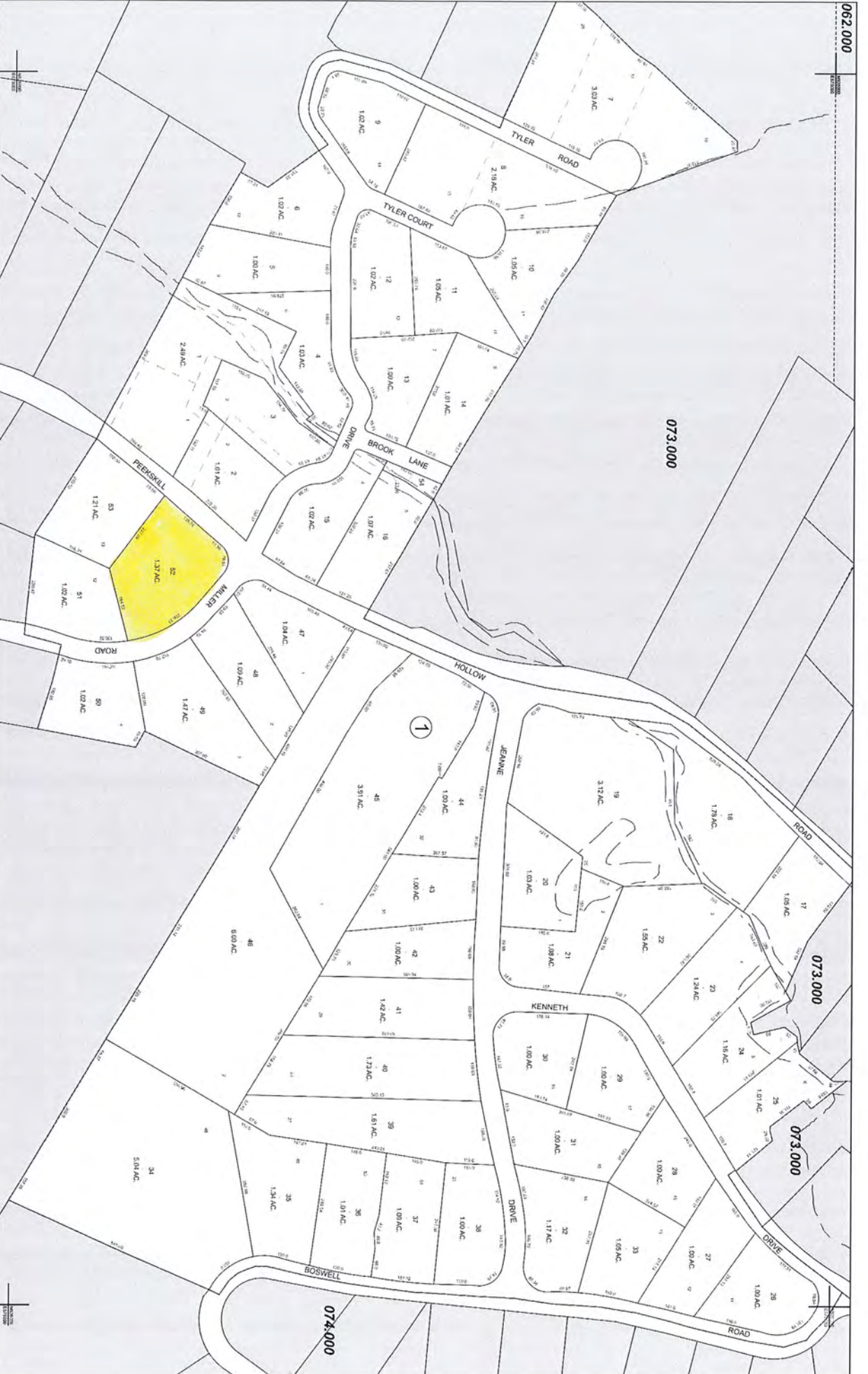
Special Districts  
 PUTNAM VALLEY CENTRAL SCHOOL DISTRICT  
 PUTNAM VALLEY FIRE DISTRICT  
 PUTNAM VALLEY LOW ROAD DISTRICT

LEGEND  
 CONTOUR  
 ROAD  
 LOT  
 ACRES

74.09

TOWN OF PUTNAM VALLEY  
 PUTNAM COLLEGE, NEW YORK  
 REOPEN THROUGH  
 FEBRUARY 28, 2023

DATE PLANNED: 01/04/2023  
 DATE REVISION: 01/04/2023  
 73.8



#55

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL - PUTNAM COUNTY'S REQUEST FOR THE COUNTY SALES TAX RATE TO BE ESTABLISHED AT A RATE OF 3.75% 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 three-quarters percent (3.75%) 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.**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

3/14/25. Prepared by Legislator Birmingham

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

A handwritten signature in black ink, appearing to be "K. Byrne", enclosed within a large, loopy oval scribble.

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.

#6a

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
 Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
 Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL - RESOLUTION OF THE PUTNAM COUNTY LEGISLATURE URGING THE STATE OF NEW YORK TO RECOGNIZE EMERGENCY MEDICAL SERVICES AS AN ESSENTIAL SERVICE AND TO ENACT LEGISLATION TO ENSURE THE SUSTAINABILITY OF EMS PROVIDERS THROUGH FUNDING, REIMBURSEMENT REFORM, AND OTHER SUPPORT MEASURES**

**WHEREAS, Emergency Medical Services (EMS) providers across the state are in crisis due to rising costs, high demand for complex services, and a lack of sustainable funding; and**

**WHEREAS, counties are increasingly being asked to fill growing gaps in EMS services but lack the statutory authority, resources, and flexibility to develop county-wide or publicly funded EMS programs; and**

**WHEREAS, EMS is a critical component of public health and safety, yet it is not officially recognized as an essential service under state law, limiting funding opportunities and structural support; and**

**WHEREAS, EMS services are subject to the same escalating costs as the broader healthcare industry, placing financial strain on municipalities that operate or contract for EMS services; and**

**WHEREAS, local governments seeking to collaborate on regional EMS services are hindered by current law, which prohibits counties and municipalities from creating joint taxing districts for EMS; and**

**WHEREAS, several legislative proposals have been introduced in the New York State Legislature to address these challenges, including:**

- **S4020C (Mayer) / A3392C (Otis): Relates to emergency medical services; establishes a special district for the financing and operation of general ambulance services; provides for a statewide comprehensive emergency medical system plan.**

[NYSenate.gov](http://NYSenate.gov)

Legislator Addonizio \_\_\_\_\_  
 Legislator Birmingham \_\_\_\_\_  
 Legislator Crowley \_\_\_\_\_  
 Legislator Ellner \_\_\_\_\_  
 Legislator Gouldman \_\_\_\_\_  
 Legislator Jonke \_\_\_\_\_  
 Legislator Montgomery \_\_\_\_\_  
 Legislator Russo \_\_\_\_\_  
 Chairwoman Sayegh \_\_\_\_\_

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

- **A34 (Eachus) / S31 (Comrie):** Provides that the Thruway Authority shall issue permits for ambulances and fire vehicles for toll exemptions. <https://www.nysenate.gov/search/legislation?type=bill&printno=S31&status=all&sponsor=all&committee=all>
- **S1123 (Oberacker) / A1064 (Angelino):** Provides an income tax credit to volunteer firefighters and members of a volunteer ambulance corps in good standing up to \$2,500. <https://www.nysenate.gov/search/legislation?type=bill&printno=S31&status=all&sponsor=all&committee=all>
- **A516 (Woerner):** Provides an income tax credit to volunteer firefighters and members of volunteer ambulance corps in good standing up to \$1,200; requires such members to be in good standing for a minimum of five years and maintain continued eligibility. <https://nyassembly.gov/leg/?bn=A00516&term=2025>
- **S3768 (Sanders) / A2442 (Hevesi):** Allows for reimbursement of transportation costs for emergency care without prior authorization by the social services official, including emergency medical transportation by an ambulance service certified under article 30 of the public health law; authorizes the commissioner of health to establish a reimbursement methodology to ensure providers are reimbursed. [NYSenate.gov](https://www.nysenate.gov)
- **A1309 (Paulin):** Authorizes collaborative programs for community paramedicine services as part of the hospital-home care-physician collaboration program. [https://nyassembly.gov/leg/?default\\_fld=%0D%0A&leg\\_video=&bn=A1309&term=2025&Summary=Y](https://nyassembly.gov/leg/?default_fld=%0D%0A&leg_video=&bn=A1309&term=2025&Summary=Y)
- **S1515 (May):** Removes EMS services from the real property tax cap, allowing local municipalities to expand and support their local EMS services. <https://www.nysenate.gov/legislation/bills/2025/S1515> [New York State Association of Counties](#)

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

- **A288 (Barrett): Repeals the provision of law that volunteer firefighters and ambulance workers who receive a real property tax exemption for service may not receive the income tax credit for such service.**

<https://nyassembly.gov/leg/?bn=A00288&term=2025>

**NOW, THEREFORE, BE IT RESOLVED, that the Putnam County Legislature strongly urges the New York State Legislature to pass these legislative measures to address the critical needs of EMS providers, ensure financial sustainability, and protect public health and safety; and be it further**

**RESOLVED, that the Putnam County Legislature calls on Governor Kathy Hochul and the New York State Legislature to formally designate EMS as an essential service and provide the necessary funding and support to sustain these vital services; and be it further**

**RESOLVED, that the Clerk of the Legislature shall forward certified copies of this resolution to Governor Kathy Hochul, Speaker of the Assembly Carl Heastie, Senate Majority Leader Andrea Stewart-Cousins, Putnam County's representatives in the New York State Senate and Assembly, and any other relevant officials as deemed necessary, urging immediate action to support EMS sustainability; and be it further**

**RESOLVED, that this resolution shall take effect immediately.**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

## **Diane Schonfeld**

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**From:** Diane Schonfeld  
**Sent:** Thursday, March 20, 2025 10:24 AM  
**To:** Amy Sayegh; Bill Gouldman gmail; Daniel Birmingham; Diane Schonfeld; Diane Trabulsky; Edward Gordon; Elizabeth Robinson; Erin Crowley; Forwarder Paul Jonke; Greg Ellner; Laura Russo; Michele Alfano-Sharkey; Nancy Montgomery; Toni Addonizio  
**Subject:** Pre-filed reso Recognizing Emergency Medical Serv - Essential Serv.  
**Attachments:** Pre-filed Reso - EMS.pdf

Attached please find a Pre-filed resolution regarding Emergency Medical Services which Legislator Montgomery will bring forward as other business at the April Full meeting.

Thank you,

Diane Schonfeld  
Clerk  
Putnam County Legislature  
40 Gleneida Avenue  
Carmel, NY 10512  
Phone: 845-808-1020  
Fax: 845-808-1933  
Email: [diane.schonfeld@putnamcountyny.gov](mailto:diane.schonfeld@putnamcountyny.gov)

#6b

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**A RESOLUTION ESTABLISHING A SALES TAX REVENUE SHARING MECHANISM BETWEEN PUTNAM COUNTY AND THE TOWNS AND VILLAGES WITHIN THE COUNTY.**

**WHEREAS, Putnam County recognizes the importance of supporting its towns and villages to promote economic stability and enhance local services; and**

**WHEREAS, the County collects sales tax revenues pursuant to New York State Tax Law and retains these revenues to fund county operations; and**

**WHEREAS, the County desires to establish a revenue-sharing mechanism to distribute a portion of sales tax revenue exceeding budgeted projections to the towns and villages within Putnam County; and**

**WHEREAS, this initiative will provide additional financial resources to municipalities for local programs, infrastructure improvements, and other essential services; now, therefore, be it**

**RESOLVED, that Putnam County shall allocate 50% of all annual sales tax revenues collected that exceed the amount budgeted for that fiscal year to be distributed among the towns and villages within the County; and be it further**

**RESOLVED, that such funds shall be distributed to the municipalities on a proportional basis, calculated according to population or another equitable formula as determined by the County Legislature in consultation with the County Executive and municipal leaders; and be it further**

**RESOLVED, that the Commissioner of Finance shall review and certify the total sales tax revenues collected at the close of each fiscal year and determine the amount eligible for distribution; and be it further**

**RESOLVED, that the County Executive, in coordination with the Commissioner of Finance, shall ensure timely and transparent disbursement of funds to the participating towns and villages; and be it further**

**RESOLVED, that this resolution shall take effect starting January 1, 2026 and be subject to annual review by the County Legislature and the County Executive to ensure its effectiveness and fairness**

Legislator Addonizio \_\_\_\_\_  
Legislator Birmingham \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Jonke \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Russo \_\_\_\_\_  
Chairwoman Sayegh \_\_\_\_\_

## **Diane Schonfeld**

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**From:** Diane Schonfeld  
**Sent:** Wednesday, March 26, 2025 1:37 PM  
**To:** Amy Sayegh; Bill Gouldman gmail; Dan Birmingham; Diane Schonfeld; Diane Trabulsy; Edward Gordon; Elizabeth Robinson; Erin Crowley; Forwarder Paul Jonke; Greg Ellner; Laura Russo; Michele Alfano-Sharkey; Nancy Montgomery; Toni Addonizio  
**Subject:** Pre-filed Reso - April Full Mtg - Other Bus - Sales Tax Sharing  
**Attachments:** Pre-filed Reso - NM - Sales Tax Revenue Sharing.pdf

Attached please find a Pre-filed Resolution for Other Business on the April 1, 2025 Full Mtg., pertaining to Sales Tax Sharing which will be proposed by Legislator Montgomery.

Thank you,

Diane Schonfeld  
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