

# Attendance Sheets

District	Last Name	Present	Absent	Present/Late
District 9 - City of Poughkeepsie	Atkins	1		
District 8 - City and Town of Poughkeepsie	Brendli	2		
District 21 - East Fishkill	Caswell	3		
District 5 - Town of Poughkeepsie	D'Aquanni	4		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	5		
District 15 - Wappinger	Faust	6		
District 22 - Beekman and Union Vale	Garito	7		
District 1 - Town of Poughkeepsie	Gorman	8		
District 24 - Dover and Pawling	House	9		
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston	10		
District 10 - City of Poughkeepsie	Johnson	11		
District 6 - Town of Poughkeepsie	Kaul		1	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	12		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	13		
District 17 - Town and Village of Fishkill	McHoul	14		
District 12 - East Fishkill	Metzger	15		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	16		
District 18 - City of Beacon and Fishkill	Page		2	
District 13 - East Fishkill and Wappinger	Paoloni	17		
District 3 - LaGrange	Polasek	18		
District 23 - Pawling, Beekman and East Fishkill	Rolison	19		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece	20		
District 7 - Hyde Park and Pleasant Valley	Truitt	21		
District 16 - Fishkill and Beacon	Valdés Smith	22		
District 14 - Wappinger and Town of Poughkeepsie	Versaci	23		
<b>Present:</b> _____	<b>Total:</b>	23	2	0
<b>Absent:</b> _____				
<b>Vacant:</b> _____				

Date: 2/13/2024



## **COMMUNICATIONS RECEIVED FOR THE FEBRUARY 2024 BOARD MEETING**

Received from County Executive:

Extension of Local Emergency Orders #1, #2 and #3 of Executive Order No. 5 of 2023 Extending Local State of Emergency May 18, 2023, dated January 16, 2024.

Extension of Local Emergency Orders #1, #2 and #3 of Executive Order No. 5 of 2023 Extending Local State of Emergency May 18, 2023, dated January 22, 2024.

Extension of Local Emergency Orders #1, #2 and #3 of Executive Order No. 5 of 2023 Extending Local State of Emergency May 18, 2023, dated January 26, 2024.

Extension of Local Emergency Orders #1, #2 and #3 of Executive Order No. 5 of 2023 Extending Local State of Emergency May 18, 2023, dated February 1, 2024.

Dutchess County Executive 2023 Annual Report

Extension of Local Emergency Orders #1, #2 and #3 of Executive Order No. 5 of 2023 Extending Local State of Emergency May 18, 2023, dated February 5, 2024.

Extension of Local Emergency Orders #1, #2 and #3 of Executive Order No. 5 of 2023 Extending Local State of Emergency May 18, 2023, dated February 9, 2024.

Extension of Executive Order No. 5 of 2023 Declaration of a Local State of Emergency May 18, 2023, dated February 9, 2024.

Received from the Office of Public Defender, Order of Succession dated January 17, 2024.

Received from the Office for the Aging, Order of Succession dated January 12, 2024.

Received from the Department of Public Works, Order of Succession dated January 23, 2024.

Received from Greene County:

Resolution No. 7-24, Resolution Urging Action by New York State Legislators to Advocate on Behalf of Columbia-Greene Community College to Increase Funding.

Resolution No. 8-24, Resolution in Opposition to New York State Senate Bill S7794 & New York Assembly Bill A8336 an Act to Amend the Public Authorities Law and Chapter 154 of the Laws of 1921, Relating to the Port Authority of New York and New Jersey, in Relation to Contracts to Provide Food and Services at Authority Owned and Operated Transportation Facilities and Rest Areas.

Received from Marist College, President's Report 2022-2023.

Received from the County Clerk:

January 2023 Mortgage Tax Detail Ledger

Summary of Mortgage Tax Received Oct 23 to Mar 24

January 2023 Foreclosure Statistics

January 2023 Mortgage Tax Report

Received from Human Resources, Order of Succession dated February 1, 2024.

Received from Essex County:

Resolution No. 49 Opposing Assembly Bill A.6989 and Senate Bill S.6786  
Entitled, "An Act to Amend the Alcoholic Beverage Control Law, in Relation to  
Establishing Supermarket Wine Licenses."

Resolution No. 40 Urging Governor Hochul and the New York Legislature to  
Support the Empire State Community College Workforce Development Program  
Guarantee and the Additional \$97 Million in Operating Funds for SUNY's 30  
Community Colleges.

Received from Board of Elections, 2023 Annual Report to Dutchess County Legislature.

Received from Budget Director, Contingency and Capital Reserve Account Status  
Memo dated February 8, 2024.

RESOLUTION NO. 2024021

RE: APPOINTMENTS TO THE CITIZENS ADVISORY COMMITTEE ON  
DOMESTIC VIOLENCE

Legislators GARITO, TRUITT, HOUSTON, POLASEK, FAUST, McHOUL,  
CASWELL, PAOLONI, ROLISON, VERSACI, D'AQUANNI, GORMAN, and JOHNSON  
offer the following and move its adoption:

WHEREAS, by Resolution No. 421 of 1989, the Dutchess County Legislature did create  
a Citizens Advisory Committee on Domestic Violence the members of which are appointed by  
the Chair of the Legislature subject to confirmation by the County Legislature, and

WHEREAS, by Resolution No. 42 of 1993, the membership of such committee was fixed  
at 12 members, and

WHEREAS, Citizen Representative and District Attorney vacancies exist,

WHEREAS, the Chairman of the Legislature has appointed the following members to the  
Citizenship Advisory Committee on Domestic Violence:

APPOINTMENTS

TERM ENDING:

Donna J. Bolner  
10 Budd Lane  
LaGrangeville, NY 12540  
(Citizen Rep)

June 30, 2024

Angela Lopane  
236 Main Street  
Poughkeepsie, NY 12601  
(Filling unexpired term of DA Rep – Kristine Whelan)

June 30, 2024

, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby affirm the aforesaid  
appointments to the Citizens Advisory Committee on Domestic Violence.

APPROVED

*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

Date 2/22/2024

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with  
the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the  
same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

**DONNA J. BOLNER**  
10 Budd Lane  
LaGrangeville, New York 12540  
845-226-4261  
[djbolner@optonline.net](mailto:djbolner@optonline.net)

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### **Education**

Ed.D in Instructional Leadership (WCSU-Danbury)	May 2020
C.A.S. in Educational Administration ( <i>SUNY-New Paltz</i> )	December 2009
M.S. in Earth Science Education ( <i>SUNY-New Paltz</i> )	December 1999
B.S. in Geology ( <i>Sam Houston State University</i> )	August 1992

### **Leadership Experiences**

**Dutchess County Legislator, District 13** 2010 to 2023

- Majority Leader 2019 to 2021
- Assistant Majority Leader 2014 to 2018

Legislative Committees:

- o *Dutchess County Tick Task Force - Chair*
- o *Citizens Advisory Committee on Domestic Violence – Liaison*
- o *Budget and Finance Committee – Past Chair*
- o *Family and Human Services Committee – Past Chair*
- o *Public Safety – Past Vice-Chair*
- o *Environment Committee – Past Member*
- o *Airport Advisory Committee (Ex-Officio Member)*
- o *Child Care Council - Past Member*

**LaGrange Women’s Republican Club**

- President 2016 to 2020
- Member 2008 to 2020

**LaGrange Recreation Committee Member** 2007 to Present

### **Other Leadership Positions**

- 2013 Inaugural New York State Master Teacher
- 2012 Advisor, winning Lexus ECO Challenge Middle School Team (NE Division)
- 2004-Present Item rater/writer for the Intermediate Level Science Exam

## Professional Experiences

### Administrative

- Arlington Central School District, *LaGrangeville, New York* 9/20 to Present  
8/13 to 7/14
- Lakeland Central School District, *Shrub Oak, New York* 8/14 to Present

### Teaching

- Arlington Central School District, *LaGrangeville, New York* 9/98 to 8/13
- Beacon City School District, *Beacon, New York* 1/96 to 6/98
- Dutchess Community College, *Poughkeepsie, New York* 1/97 to 12/00
- Sheldon Independent School District, *Houston, Texas* 01/93 to 06/93

### Related Professional Experiences

- Wehran-EMCON, Staff Geologist, *Middletown, New York* 08/94 to 05/95
- Brown & Caldwell, Staff Geologist, *Pasadena, California* 12/93 to 06/94

### Certifications

New York State School District Leader (SDL)  
 New York State School Building Leader (SBL)  
 National Board Certificate of Professional Teaching (2007)  
 New York State Teaching Certificate (7-12) Earth Science & General Science

12/17/2023

Donna J. Bolner  
10 Budd Lane  
LaGrangeville, New York 12540

Gregg Pulver, Dutchess County Legislature Chair

Dear Chairman Pulver:

The purpose of this letter is to express my interest in continuing service on the Dutchess County Tick Task Force and the Citizens Advisory Committee on Domestic Violence as a citizen member in 2024.

During my fourteen tenure as a legislator I have served as the liaison for the Citizens Advisory Committee on Domestic Violence and as the chair for the DC Tick Task Force. These roles allowed me to work with different stakeholders to advocate for the needs of county constituents. By continuing to serve on these committees as a citizen member I will bring institutional knowledge and a historic perspective to the committees.

I have attached my resume to this cover letter. I may be contacted by email at [djbolner@optonline.net](mailto:djbolner@optonline.net) or by phone 845-489-6464.

Sincerely,

*Donna J. Bolner*

# ANGELA LOPANE

Office of the District Attorney, Dutchess County

August 1998-present

- August 1998            Law graduate, working under practice order, assigned to Justice Courts
- January 1999        Admitted to Bar, continued in Justice Courts
  - While in Justice Courts, did multiple Justice Court trials and hearings
- 2001-2002            Assigned to DWI Bureau
  - Last DWI Unit Czar. Went to monthly meetings on behalf of office with groups Remove Intoxicated Drivers and various other groups.
  - Handled all vehicular homicides and serious injury cases while holding said position.
  - Handled all blood application and warrants.
- 2002-2013            Special Victim's Unit- Assigned to handle matters involving child sexual abuse, domestic violence, intimate partner sexual abuse, child abuse, violations of orders of protections, etc.
  - Received recognition from NYS Senate for Outstanding Service to Victims
  - Received recognition from Crime Victims Assistance for Outstanding Service with victims
  - Received recognition from Dutchess County Legislature for Outstanding Service with victims
- 2013-2024            Narcotics Unit; Deputy Bureau Chief-Handled all felony level drug investigations and narcotics cases through preliminary investigatory stages, grand jury and trial stages.
- As Deputy Bureau Chief, handled day to day operations of Narcotics Bureau when Bureau Chief was out of the office.
- Assigned to Judicial Diversion Program and handled all aspects of the program from District Attorney prospective. Worked with team in screening and accepting drug dependent individuals while participating in the program.
- 2024-present        Special Victims Unit; Chief- Newly appointed to position by DA Parisi to lead unit in assisting survivors of domestic and sexual violence, child abuse across Dutchess County.

## Significant Cases:

- PSNY v. Frank Novick.                      Assault 2nd (1999)                      Trial conviction
  - While assigned to Justice Courts, indicted and tried case. Assault on victim in bar with pool que. Defendant represented by two defense counsel.
- PSNY v. Lori Elmendorf. Assault on a Police Officer, Driving While Intoxicated (2002)

- Indicted and opened trial. Defendant plead guilty after Officer/victim testified. Defendant sentenced to prison.
- PSNY v. Anderson Davis III. CSAAC, Rape 1 (2000) Trial conviction
- Grand Jury and Trial of defendant of course of sexual assaults and rapes against step-daughter from years prior with hostile mother. Prison sentence.
- PSNY v. Fernando Morrison Assault 1, Stalking 1<sup>st</sup> and 2<sup>nd</sup> Trial conviction
  - Stabbed ex-girlfriend and stalking current girlfriend. Convicted all counts, sentenced to prison.
- PSNY v. Cheryl Santiago Murder 2<sup>nd</sup> (2007) Trial conviction
  - Defendant murder her stepdaughter by suffocation. Sentenced of prison.
- PSNY v. Anthony Craig Brandon Course of sexual assault against a child and multiple counts of use of a child in a sexual performance. (2006) (Plea)
  - Case involved the defendant paying multiple male children to take photographs of them in the city of Poughkeepsie. Defendant indicted on case with extremely uncooperative victims and family members. Defendant successfully prosecuted as a second felony child sexual offender and received a life sentence, first life sentence handed down in the State.
- PSNY v. Douglas Babon Course of Sexual Assault against a child (2012) Trial conviction
  - Multiple acts of rape of adopted daughter. Convicted after jury trial. Sentenced to prison.
- PSNY v. Justin Carrino Predatory Sexual Assault, Rape (2012) Trial conviction
  - Rape, sodomy and assault of girlfriend which occurred over a period of time. Defendant also make numerous phone calls from DCJS and was indicted on numerous criminal contempt counts as well. Convicted on all counts after jury trial. Sentenced to prison.
- PSNY v. Justin Carrino retried-Convicted
  - Retrial due to Huntley issue
- PSNY v. Twann Baggett CSCS3 & CPCS3 (2018) Trial conviction
  - Defendant convicted of selling drugs to undercover officer in City of Poughkeepsie. Sentenced to prison with post release supervision.
- PSNY v. Richard Johnson CSCS3 & CPCS3 (2022) Trial conviction
  - Defendant convicted of selling drugs to undercover officer in City of Poughkeepsie Sentenced to prison with post release supervision. Once remanded, had drugs secreted in him. Indicted on Promoting Prison Contraband 1<sup>st</sup> and received a consecutive sentence plea.

# *Family and Human Services Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 17 - Town and Village of Fishkill	McHoul (VC)		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 22 - Beekman and Union Vale	Garito (C)		

Present: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion: —

Total : 12 0  
                   Yes       No  
 Abstentions: 0

2024021 APPOINTMENTS TO THE CITIZENS ADVISORY COMMITTEE ON DOMESTIC VIOLENCE

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	<i>absent</i>	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23      Resolution: ✓      Total: 23      0  
 Absent: 2      Motion: —      Yes      No  
 Vacant: 0      Abstentions: 0

2024021 APPOINTMENTS TO THE CITIZENS ADVISORY COMMITTEE ON DOMESTIC VIOLENCE

FEBRUARY 13, 2024

RESOLUTION NO. 2024022

RE: REAPPOINTMENTS TO THE DUTCHESS COUNTY BOARD OF HEALTH

Legislators GARITO, TRUITT, HOUSTON, POLASEK, FAUST, McHOUL, CASWELL, PAOLONI, ROLISON, VERSACI, D'AQUANNI, GORMAN, and JOHNSON offer the following and move its adoption:

WHEREAS, vacancies will exist on the Board of Health due to the term expirations of Doug McHoul, David McNary, and Alexander P. Cohen, M.D., and

WHEREAS, Doug McHoul, David McNary, and Alexander P. Cohen, M.D., have expressed an interest in being reappointed, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby reappoint Doug McHoul, David McNary, and Alexander P. Cohen, M.D., said term as set forth below, as a member of the Dutchess County Board of Health.

REAPPOINTMENTS:

TERM:

Doug McHoul  
12 Hoose Boulevard  
Fishkill, NY 12524  
(Legislator)

1/1/2024 – 12/31/2029

David McNary  
77 W. Long Meadow Drive  
Staatsburg, NY 12580  
(Member at Large)

1/1/2024 – 12/31/2029

Alexander P. Cohen, M.D.  
59 Wodenethe Drive  
Beacon, NY 12508  
(City of Beacon)

1/1/2024 – 12/31/2029

APPROVED  
*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE  
Date 2-22-2024

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

# *Family and Human Services Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 17 - Town and Village of Fishkill	McHoul (VC)		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 22 - Beekman and Union Vale	Garito (C)		

Present: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion: —

Total : 12 0  
 Yes No  
 Abstentions: 0

2024022 REAPPOINTMENTS TO THE DUTCHESS COUNTY BOARD OF HEALTH

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	absent	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23  
 Absent: 2  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 23      0  
           Yes            No  
 Abstentions: 0

2024022 REAPPOINTMENTS TO THE DUTCHESS COUNTY BOARD OF HEALTH

FEBRUARY 13, 2024

FAMILY & HUMAN SERVICES

RESOLUTION NO. 2024023

RE: APPOINTMENTS TO THE VETERANS AFFAIRS COMMITTEE

Legislators GARITO, TRUITT, HOUSTON, POLASEK, FAUST, McHOUL, CASWELL, PAOLONI, ROLISON, VERSACI, D'AQUANNI, GORMAN, and JOHNSON offer the following and move its adoption:

WHEREAS, there exists vacancies on the Veterans Affairs Committee due to the resignation of Joseph D. Cavaccini and Devin Auriana, and

WHEREAS, Lynne Versaci and Tony D'Aquanni have expressed interest in being appointed to said committee, and

WHEREAS, the Chairman of the Legislature has appointed Lynne Versaci and Tony D'Aquanni to fill said unexpired terms of Joseph D. Cavaccini and Devin Auriana, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby ratify and confirm the appointments of Lynne Versaci and Tony D'Aquanni, said terms commencing immediately, and expiring as set forth below.

**Appointments:**

**Term Expires**

Lynne Versaci  
37 Wildwood Drive  
Wappingers Falls, NY 12590  
(Filling unexpired term of Joseph D. Cavaccini – Member)

11/30/2024

Tony D'Aquanni  
4 Salem Court  
Poughkeepsie, NY 12603  
(Filling unexpired term of Devin Auriana – Family/Veteran Member)

11/30/2024

APPROVED

*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date 2/22/2024

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

# *Family and Human Services Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 17 - Town and Village of Fishkill	McHoul (VC)		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 22 - Beekman and Union Vale	Garito (C)		

Present: <u>12</u>	Resolution: <u>✓</u>	Total: <u>12</u>	<u>0</u>
Absent: <u>0</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2024023 APPOINTMENTS TO THE VETERANS AFFAIRS COMMITTEE

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	<i>absent</i>	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23      Resolution: ✓      Total: 23      0  
 Absent: 2      Motion: —      Yes      No  
 Vacant: 0      Abstentions: 0

2024023 APPOINTMENTS TO THE VETERANS AFFAIRS COMMITTEE

FEBRUARY 13, 2024

RESOLUTION NO. 2024024

RE: AUTHORIZING AMENDMENT OF FUNDING  
UNDER THE TRADE ADJUSTMENT ACT

Legislators GARITO, TRUITT, HOUSTON, POLASEK, FAUST, McHOUL, CASWELL, PAOLONI, ROLISON, TRAVELPIECE, VERSACI, D'AQUANNI, GORMAN, and JOHNSON offer the following and move its adoption:

WHEREAS, the United States Congress enacted the Workforce Innovation and Opportunity Act (WIOA) to provide the framework for a unique workforce preparation and employment system designed to meet the needs of businesses and the needs of job seekers and those who want to further their careers, and

WHEREAS, the New York State Department of Labor has recently provided Notices of Obligational Authority (NOA) which set forth the allocations to Dutchess County for the operation of:

- PY22 NY SCION for the period of 1/1/2024 through 12/31/2024; and
- PY20 ER-NDWG (Dislocated Worker) through 9/30/2023; and
- FY21 TAA 10/1/20 through 9/30/2023; and
- FY22 TAA for the period of 10/1/2021 through 9/30/2024;
- FY22 TAA (additional NOA) for the period of 10/1/2021 through 9/30/2024, and

WHEREAS, if any of the above-referenced programs are a Notice of Obligational Authority (NOA), and if the NOA terms are extended by the State with no change to the funds(s), a new resolution(s) authorizing an extension(s) to these NOAs is not required, now therefore be it,

RESOLVED, that the Commissioner of Finance be and hereby is authorized, empowered and directed to accept the allocation of funding under the above Workforce Innovation Opportunity Act (WIOA) Program and amend the following accounts:

APPROPRIATIONS Increase (Decrease)

CD.6292.2022.4845	NY SCION Program Funding	\$100,000
CD.6292.2020.4842	Dislocated Worker ERNDWG Project	(\$ 6,221)
CD.6292.2021.4813	TAA Participation Funding	(\$ 5,482)
CD.6292.2022.4813	TAA Participation Funding	\$ 5,483
CD.6292.2022.4813	TAA Participation Funding	\$ 7,366
		<u>\$101,146</u>

REVENUES Increase (Decrease)

CD.6292.2022.47910.50	NY SCION Program Funding	\$100,000
CD.6292.2020.47910.42	Dislocated Worker ERNDWG Project	(\$ 6,221)
CD.6292.2021.47910.22	TAA Participation Funding	(\$ 5,482)
CD.6292.2022.47910.22	TAA Participation Funding	\$ 5,483
CD.6292.2022.47910.22	TAA Participation Funding	<u>\$ 7,366</u>
		<u>\$101,146</u>

CA-011-24  
1/11/24; rev'd 2/2/24  
LM/BPL/CRC/rjw  
G-1263  
Fiscal Impact: See Attached

APPROVED

*Susan J. Serino*

SUSAN J. SERINO  
COUNTY EXECUTIVE

Date 2/14/2024

COUNTY OF DUTCHESS

ss:

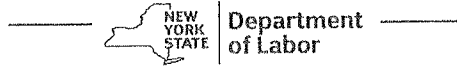
This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE





Kathy Hochul, Governor  
Roberta Reardon, Commissioner

January 31, 2024

Ms. Susan J. Serino  
County Executive Dutchess County  
Dutchess County Office Building  
22 Market Street, 6th Floor  
Poughkeepsie, New York 12601

Dear Ms. Serino:

Attached is a Notice of Obligational Authority (NOA) updating the funding that is used by your Local Workforce Development Area (LWDA) to support the provision of services under the Trade Adjustment Assistance Program (TAA) in accordance with New York State Workforce Development System Technical Advisory #21-03, dated April 27, 2021.

This NOA reflects recent TAA request(s) by your LWDA for additional funds and/or the de-obligation of funds previously approved for training that did not occur or the final cost of training was less than requested. Also, attached are the name(s) of each individual associated with this NOA submittal and a corresponding funding amount that has been approved or de-obligated.

As a reminder, the funds awarded to your LWDA under the TAA program may be expended only for costs identified in approved plans and must be reported to the New York State Department of Labor on a monthly basis.

Questions concerning the TAA Program can be e-mailed to NYSDOL at [TAA.WDTD@labor.ny.gov](mailto:TAA.WDTD@labor.ny.gov). Questions concerning the NOA or reporting of expenditures should be directed to Sharie FitzGibbon via phone at (518) 457-9060 or via e-mail at [Sharie.FitzGibbon@labor.ny.gov](mailto:Sharie.FitzGibbon@labor.ny.gov).

Sincerely,

A handwritten signature in cursive script that reads "Kerry Douglas-Duffy".

Kerry Douglas-Duffy  
Director  
Bureau of Workforce Innovation & Quality

Attachment(s)

cc: Dr. Louise McLoughlin  
Ms. Amanda Dushaj  
Ms. Nancy Bell  
Mr. John Forte  
Mr. John Kim  
Ms. Rachel Adler



# NYS Department of Labor

Trade Adjustment Act Report

**NOTICE OF OBLIGATIONAL AUTHORITY**

**LWDA# 60**

**UEI: D3RRG8P2LNQ4**

**GRANTEE: LWDA: Dutchess**

**GRANTOR: The Governor of New York through the  
New York State Department of Labor**

This NOA authorizes:

Federal Fiscal Year 2022 funding for the period (10/01/21 through 09/30/24). FAIN: TA386952255A36

**CFDA# 17.245**

**TAA GRANT**

**PRIOR LEVEL**

**CHANGE THIS NOA**

**NEW LEVEL**

**FY22**

Training

\$ 20,399.13

\$ 7,365.22

\$ 27,764.35

Approved By:

*Kerry Douglas-Duffy*

Kerry Douglas-Duffy

Director,  
Bureau of Workforce Innovation & Quality

Dated: 1/31/2024



# NYS Department of Labor

Trade Adjustment Act Report

## TAA PARTICIPANT FUNDING REQUEST ADDITIONAL APPROVALS AND CHANGES TO PREVIOUSLY APPROVED FUNDS

As of: 1/25/2024

LWDA # 60

**FY22**

### **New Funding Requests Approved:**

#### **Training**

PALOMBA, NICHOLAS

\$ 5,526.96

SAGAYNO, VITALIANO

\$ 1,838.26

**Total by Account:**

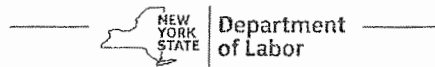
**\$ 7,365.22**

### **Changes to Previously Approved Funding Requests:**

No Changes to Previous Funding

**Total For This Fiscal Year**

**\$ 7,365.22**



Kathy Hochul, Governor  
Roberta Reardon, Commissioner

December 15, 2023

Mr. William F.X. O'Neil  
County Executive Dutchess County  
Dutchess County Office Building  
22 Market Street, 6th Floor  
Poughkeepsie, New York 12601

Dear Mr. O'Neil:

Attached is a Notice of Obligational Authority (NOA) updating the funding that is used by your Local Workforce Development Area (LWDA) to support the provision of services under the Trade Adjustment Assistance Program (TAA) in accordance with New York State Workforce Development System Technical Advisory #21-03, dated April 27, 2021.

This NOA reflects recent TAA request(s) by your LWDA for additional funds and/or the de-obligation of funds previously approved for training that did not occur or the final cost of training was less than requested. Also, attached are the name(s) of each individual associated with this NOA submittal and a corresponding funding amount that has been approved or de-obligated.

As a reminder, the funds awarded to your LWDA under the TAA program may be expended only for costs identified in approved plans and must be reported to the New York State Department of Labor on a monthly basis.

Questions concerning the TAA Program can be e-mailed to NYSDOL at [TAA.WDTD@labor.ny.gov](mailto:TAA.WDTD@labor.ny.gov). Questions concerning the NOA or reporting of expenditures should be directed to Sharie FitzGibbon via phone at (518) 457-9060 or via e-mail at [Sharie.FitzGibbon@labor.ny.gov](mailto:Sharie.FitzGibbon@labor.ny.gov).

Sincerely,

*Kerry Douglas-Duffy*

Kerry Douglas-Duffy  
Director  
Bureau of Workforce Innovation & Quality

Attachment(s)

cc: Dr. Louise McLoughlin  
Ms. Amanda Dushaj  
Ms. Nancy Bell  
Mr. John Forte  
Mr. John Kim  
Ms. Rachel Adler



# NYS Department of Labor

Trade Adjustment Act Report

## NOTICE OF OBLIGATIONAL AUTHORITY

LWDA# 60

UEI: D3RRG8P2LNQ4

GRANTEE: LWDA: Dutchess

GRANTOR: The Governor of New York through the  
New York State Department of Labor

This NOA authorizes:

Federal Fiscal Year 2021 funding for the period (10/01/20 through 09/30/23). FAIN: TA360662155A36

Federal Fiscal Year 2022 funding for the period (10/01/21 through 09/30/24). FAIN: TA386952255A36

CFDA# 17.245

TAA GRANT

FY21

	<u>PRIOR LEVEL</u>	<u>CHANGE THIS NOA</u>	<u>NEW LEVEL</u>
Training	\$ 28,009.97	\$(5,482.24)	\$ 22,527.73

FY22

Training	\$ 14,916.89	\$ 5,482.24	\$ 20,399.13
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Approved By:

*Kerry Douglas-Duffy*  
Kerry Douglas-Duffy

Director,  
Bureau of Workforce Innovation & Quality

Dated: 12/15/2023



**NYS Department of Labor**  
Trade Adjustment Act Report

**TAA PARTICIPANT FUNDING REQUEST ADDITIONAL APPROVALS  
AND CHANGES TO PREVIOUSLY APPROVED FUNDS**

As of: 12/12/2023  
LWDA # 60

**FY21**

**New Funding Requests Approved:**

No New Funding Request

**Changes to Previously Approved Funding Requests:**

Training	
PALOMBA, NICHOLAS	\$(5,482.24)
<b>Total by Account:</b>	<b>\$(5,482.24)</b>

**Total For This Fiscal Year** **\$(5,482.24)**

**FY22**

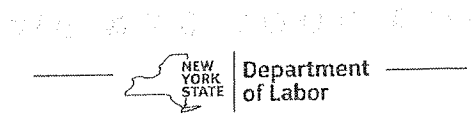
**New Funding Requests Approved:**

Training	
PALOMBA, NICHOLAS	\$ 5,482.24
<b>Total by Account:</b>	<b>\$ 5,482.24</b>

**Changes to Previously Approved Funding Requests:**

No Changes to Previous Funding

**Total For This Fiscal Year** **\$ 5,482.24**



Kathy Hochul, Governor  
Roberta Reardon, Commissioner

December 22, 2023

Mr. William F.X. O'Neil  
County Executive Dutchess County  
Dutchess County Office Building  
22 Market Street, 6th Floor  
Poughkeepsie, New York 12601

Dear Mr. O'Neil:

Attached is the final Notice of Obligational Authority (NOA) for the Employment Recovery National Dislocated Worker Grant (ER-NDWG) for Local Workforce Development Area – Dutchess County.

This NOA deobligates unspent ER-NDWG funding which expired on September 30, 2023.

Any questions concerning this information provided above should be directed to Ms. Nancy Bell, State Representative at 518-457-0239.

Sincerely,

A handwritten signature in cursive script that reads "Kerry Douglas-Duffy".

Kerry Douglas-Duffy  
Director  
Bureau of Workforce Innovation & Quality

Attachment(s)

cc: Dr. Louise McLoughlin  
Ms. Amanda Dushaj  
Ms. Nancy Bell  
Mr. John Forte  
Mr. John Kim  
Ms. Rachel Adler

**NYS Department of Labor**  
**Division of Employment & Workforce Solutions**

**NOTICE OF OBLIGATIONAL AUTHORITY (NOA)**

Authorizing Program Year 2020 Employment Recovery National Dislocated Worker Grant (ER-NDWG)  
 Title 1-B Funding  
 This funding is authorized for the period 8/27/2020 through 9/30/2023.

Program:	ER-NDWG Program Year 2020
NOA Number:	ER-NDWG PY20-4
Grantor:	Governor of New York through the NYS Department of Labor
FAIN:	DW-35478-20-60-A-36

**Local Workforce Development Area (LWDA) Subrecipient Information**

LWDA Name:	Dutchess County
LWDA Assigned Number:	60
UEI Number:	D3RRG8P2LNQ4
Subrecipient Contact:	Mr. William F.X. O'Neil
Subrecipient Contact Title:	Dutchess County Executive

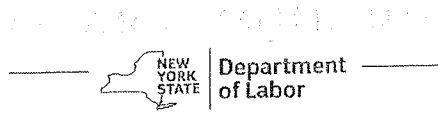
**WIOA Title 1-B**

Program	CFDA #	Prior Approved Level	Change (per this NOA)	New Level
ER-NDWG PY20	17.277	\$76,504.34	(\$6,221.20)	\$70,283.14

**NYS DOL Contact Information**

Representative Name:	Nancy Bell
Phone Number:	(518) 457-0239

Approval Signature: Kerry Douglas-Duffy 12/22/2023  
 Kerry Douglas-Duffy  
 Director  
 Bureau of Workforce Innovation & Quality



Kathy Hochul, Governor  
Roberta Reardon, Commissioner

January 4, 2024

Mr. William F.X. O'Neil  
County Executive  
Dutchess County  
Dutchess County Office Building  
22 Market Street, 6th Floor  
Poughkeepsie, New York 12601

Dear Mr. O'Neil:

Congratulations. Your area is approved for New York Systems Change and Inclusive Opportunities Network (NY SCION) funding in the amount of \$100,000.00 for the period January 1, 2024, to December 31, 2024.

As the pass-through entity of Workforce Innovation and Opportunity Act (WIOA) funds to your local area, the NYS Department of Labor (NYSDOL) is required to execute the attached Subrecipient Agreement incorporating all administrative, fiscal, and operational aspects of the grant and includes the following sections:

1. Subrecipient Cover Page
2. Notice of Obligational Authority (NOA) document
3. PeopleSoft Account Codes
4. Subrecipient Implementation Plan and Budget
5. USDOL Notice of Obligational Authority (NOO) and Agreement
6. Technical Advisory 21-06.01: The New York Systems Change and Inclusive Opportunities Network Disability Resource Coordinator (DRC) Pilot Program
7. Subrecipient Attestation

Allowable program activities under the NY SCION grant are outlined in the incorporated proposal and budget, and include wages, fringe, DRC training, travel, assistive technology, non-personnel services (general code), and administrative expenditures. Administrative expenditures must not exceed 10% of the final award spending.

All expenditures, accruals, and obligations allowable under the NY SCION grant must be reported monthly in PeopleSoft under Program Code **345** for Program Year 2022 (**PY22**). Please note, funds remaining unexpended at the end of this project will be de-obligated and will no longer be available for use by your Local Workforce Development Area.

Please review the attached Subrecipient Agreement and complete and return the attestation document (Section 7) by **COB, Friday, January 26, 2024**. The attestation requires signature by the Chief Elected Official (CEO) or an authorized signatory.

Any questions concerning this information should be directed to Ms. Nancy Bell, State Representative at 518-457-0239.

Sincerely,

*Kerry Douglas-Duffy*

Kerry Douglas-Duffy  
Director  
Bureau of Workforce Innovation & Quality

Attachment(s)

cc: Dr. Louise McLoughlin  
Ms. Amanda Dushaj  
Ms. Nancy Bell  
Mr. John Forte  
Mr. John Kim  
Ms. Rachel Adler



# Dutchess County Workforce Investment Board

"Building Partnerships for Workforce Solutions"

## MEMORANDUM

TO: Susan J. Serino, County Executive

FROM: Louise McLoughlin, Executive Director,  
Dutchess County Workforce Investment Board

DATE: January 5, 2024

RE: Resolution Request

---

Please find attached a Resolution Request form and Fiscal Impact Statement for a resolution to be presented at the next available Meeting of the County.

### EXPLANATION

The DCWIB receives Notices of Authority (NOA) from the New York State Department of Labor (NYSDOL) to provide training and employment services to adults, dislocated workers and youth who reside in Dutchess County. NOA's either supply additional funding or rescind expired funding. The attached NOA's are supplying additional funding to Dutchess County for NYSCION, rescinding funding for dislocated workers through the ERNDWG grant and transferring TAA funding from FY21 to FY22 as FY21 funding has closed. The final NOA adds additional funds to FY22.

### NOA- \$100,000

- Program Year (PY) 22
- Date Range: January 1, 2024- December 31, 2024
- NOA Number: RR SCION PY20-4
- Who is Served: Individuals with disabilities/Businesses with hiring needs
- Increase \$100,000
- Note- This is our full allocation for the third year of the NYSCION program in Dutchess County

### NOA- (\$6,221.20)

- Program Year (PY) 20
- Expired: 9/30/2023
- NOA Number: ER-NDWG PY20-4
- Funds served Dislocated Workers
- Deobligate \$6,221.20

---

3 Neptune Road Poughkeepsie, NY 12601  
Telephone (845) 463-0517 Fax (845) 463-0247 www.dcwib.org

*The programs provided by this agency are partially funded by moneys received from the County of Dutchess  
EOE/P auxiliary aids and services are available upon request to individuals with disabilities*



# Dutchess County Workforce Investment Board

"Building Partnerships for Workforce Solutions"

NOA- (\$5,482.24)/\$5,482.24

- Program Years FY21 and FY22
- Date Range: 10/1/20-9/30/23 and 10/1/21-9/30/24
- Who is Served: Funds are specific to the individual named in the NOA (N. Palomba)
- Increase \$5,482.24
- Deobligate \$5,482.24

NOA- \$7,365.22

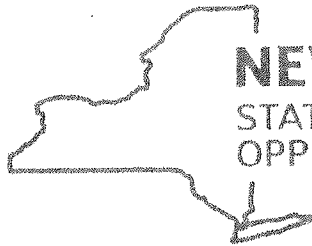
- Program Year FY22
- Date Range: 10/1/21-9/30/24
- Who is Served: Funds are specific to the individuals named in the NOA (N. Palomba/V Sagayno)
- Increase \$7,365.22

Please contact me at 845-463-0517 x204 if you have any questions or require additional information.

---

3 Neptune Road Poughkeepsie, NY 12601  
Telephone (845) 463-0517 Fax (845) 463-0247 [www.dcwib.org](http://www.dcwib.org)

*The programs provided by this agency are partially funded by moneys received from the County of Dutchess  
EOE/P auxiliary aids and services are available upon request to individuals with disabilities*



**NEW YORK**  
STATE OF  
OPPORTUNITY.

**Department  
of Labor**

**Subrecipient Agreement**  
**The New York Systems Change and  
Inclusive Opportunities Network (NY SCION)**  
Grant # AA-38546-22-55-A-36

**Kerry Douglas-Duffy**  
Director  
Bureau of Workforce Innovation & Quality

## Table of Contents

Section 1 – Subrecipient Cover Page

Section 2 – Notice of Obligational Authority (NOA)

Section 3 – PeopleSoft Account Codes

Section 4 – Subrecipient Implementation Plan and Budget

Section 5 – USDOL Notification of Obligation (NOO) and  
Agreement

Section 6 – Technical Advisory 21-06.01 The New York  
Systems Change and Inclusive Opportunities  
Network (NY SCION) Disability Resource  
Coordinator (DRC) Pilot Program

Section 7 – Subrecipient Attestation

SECTION 1  
SUBRECIPIENT COVER PAGE

<b>NYS Department of Labor Division of Employment &amp; Workforce Solutions</b>	<b>Subrecipient Agreement Notification of Award/Obligation: PY22 New York Systems Change and Inclusive Opportunities Network (NY SCION) Year 3</b>
	<b>Federal Award Identification Number: AA-38546-22-55-A-36</b>
	<b>CFDA No. 17.278</b>
	<b>Federal Award Date: 7/19/2022</b>
<i>Under the authority of the Workforce Innovation and Opportunity Act, this grant or agreement is entered into between the above named Grantor Agency and the following named Subrecipient Awardee, for a project entitled – NY SCION</i>	

<b>Subrecipient:</b>	William F X. O'Neil Dutchess County Executive
<b>UEI Number:</b>	D3RRG8P2LNQ4
<b>Project Description:</b>	NY SCION - Program Year 2022 Year 3 Funding
<b>Subaward Period of Performance:</b>	January 1, 2024 to December 31, 2024
<b>Total Funds Committed to Subrecipient (unless otherwise amended):</b>	\$100,000.00
<b>Indirect Cost Rate:</b>	To Be Determined
<b>R&amp;D Grant:</b>	Not applicable

Payments to subrecipients will be made via the Notice of Obligational Authority process with subrecipients reporting expenditures, accruals, and obligations via the PeopleSoft Financial application.

In performing its responsibilities under this subrecipient agreement, the subrecipient assures that it will fully comply with all applicable state and federal rules and regulations including but not limited to the following NYSDOL Technical Advisories, federal regulations, and federal cost principles, including any subsequent amendment:

**NYS Department of Labor Technical Advisories:**

- 1) TA #21-4 "Monitoring – New York State Department of Labor (NYSDOL) Workforce Innovation and Opportunity Act (WIOA) Monitoring/Oversight of and Provision of Technical Assistance to Local Workforce Development Boards (LWDBs) and LWDB Responsibilities Relating to NYSDOL's Monitoring Process"  
<https://dol.ny.gov/system/files/documents/2021/06/ta-21-04-qa-monitoring-06-25-2021.pdf>
- 2) TA #21-5 "Monitoring - Remote and/or Onsite Subrecipient Oversight and Monitoring Responsibilities for Chief Elected Officials (CEOs) and Local Workforce Development Boards (LWDBs)"  
<https://dol.ny.gov/system/files/documents/2021/06/ta-21-05-subrecipient-monitoring-06-25-2021.pdf>
- 3) TA #11-2.5 "Financial Reporting and Cash Draw-down Policy and Procedures for WIOA, Trade Adjustment Act and Other Federal Funding"  
<https://dol.ny.gov/system/files/documents/2023/05/ta-11-02-5-financial-reporting-05-17-2023.pdf>
- 4) TA #17-4 "Final Fiscal Closeout of Expiring Federal Funds"  
<https://dol.ny.gov/system/files/documents/2021/03/ta-17-04.pdf>
- 5) TA #16-2 "Retention of Records by Local Workforce Development Boards"  
<https://dol.ny.gov/system/files/documents/2021/03/ta-16-02.pdf>

**USDOL Grant Agreement / Notification of Award / Obligation**  
Includes Uniform Administrative Requirements, Cost Principles, and Other Requirements (as applicable).

## SECTION 2

### NOTICE OF OBLIGATIONAL AUTHORITY (NOA)

**NYS Department of Labor**  
**Division of Employment & Workforce Solutions**

**NOTICE OF OBLIGATIONAL AUTHORITY (NOA)**

Authorizing Workforce Innovation & Opportunity Act (WIOA) Title 1-B Funding  
 Funding for the first year of the NY SCION Grant is authorized for the period 01/01/2022 through 12/31/2022. (PY20)  
 Funding for the second year of the NY SCION Grant is authorized for the period 01/01/2023 through 12/31/2023. (PY21)  
 Funding for the third year of the NY SCION Grant is authorized for the period 01/01/2024 through 12/31/2024. (PY22)

Program:	WIOA Program Year 2022
NOA Number:	RR SCION PY20-4
Grantor:	Governor of New York through the NYS Department of Labor
FAIN:	AA-38546-22-55-A-36

**Local Workforce Development Area (LWDA) Subrecipient Information**

LWDA Name:	Dutchess County
LWDA Assigned Number:	60
UEI Number:	D3RRG8P2LNQ4
Subrecipient Contact:	William F.X. O'Neil
Subrecipient Contact Title:	Dutchess County Executive

**WIOA Title 1-B**

Program	CFDA #	Prior Approved Level	Change (per this NOA)	New Level
NY SCION - Year 1 (PY20)	17.278	\$80,952.56	\$0.00	\$80,952.56
NY SCION - Year 2 (PY21)	17.278	\$100,000.00	\$0.00	\$100,000.00
NY SCION - Year 3 (PY22)	17.278	\$0.00	\$100,000.00	\$100,000.00
NY SCION - Year 4 (PY23)	17.278	\$0.00	\$0.00	\$0.00
NY SCION - Year 5 (PY24)	17.278	\$0.00	\$0.00	\$0.00
<b>Total</b>		<b>\$180,952.56</b>	<b>\$100,000.00</b>	<b>\$280,952.56</b>

**NYSDOL Contact Information**

Representative Name:	Nancy Bell
Phone Number:	(518) 457-0239

Approval Signature: *Kerry Douglas-Duffy*  
 Kerry Douglas-Duffy  
 Director  
 Bureau of Workforce Innovation & Quality

1/1/2024

## SECTION 3

### PEOPLESOFT ACCOUNT CODES

**PeopleSoft Codes Used for NY SCION Grant Revised  
Year 3**

Account	Description in PS	Corresponds to:
511000	General	Non-personnel Costs (including allocated monthly office space costs, purchases of office furniture and necessary devices for the DRC)
513100	Training - General	DRC Training, Staff Training and Capacity Building
516000	Administration	Administration
516100	Wages	DRC Wages including Contracted DRC costs
516101	Fringe	DRC Fringe
516102	Technology	Assistive Technology and Adaptive Devices for Customers
516103	Travel	DRC Travel
551000	Accrued General	Accrued Non-personnel Costs (including allocated monthly office space costs, purchases of office furniture and necessary devices for the DRC)
553100	Accrued Training - General	Accrued DRC Training, Staff Training and Capacity Building
556000	Accrued Administration	Accrued Admin
556100	Accrued Wages	Accrued DRC Wages including Contracted DRC costs
556101	Accrued Fringe	Accrued DRC Fringe
556102	Accrued Technology	Accrued Assistive Technology and Adaptive Devices for Customers
556103	Accrued Travel	Accrued DRC Travel
591000	Obligated General	Obligated Non-personnel Costs (including allocated monthly office space costs, purchases of office furniture and necessary devices for the DRC)
593100	Obligated Training - General	Obligated DRC Training, Staff Training and Capacity Building
596000	Obligated Administration	Obligated Admin
596100	Obligated Wages	Obligated DRC Wages including Contracted DRC costs
596101	Obligated Fringe	Obligated DRC Fringe
596102	Obligated Technology	Obligated Assistive Technology and Adaptive Devices for Customers
596103	Obligated Travel	Obligated DRC Travel

## SECTION 4

# SUBRECIPIENT IMPLEMENTATION PLAN AND BUDGET

**NO UPDATES THIS PAGE.**

## **NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY SCION) IMPLEMENTATION PLAN**

### **Introduction**

The New York State Department of Labor (NYSDOL) is piloting the New York Systems Change and Inclusive Opportunities Network (NY SCION).

The mission of NY SCION is to improve the participation of individuals with disabilities, including individuals with intellectual and developmental disabilities, in workforce systems and improve their employment outcomes via a sustainable, job-driven, inclusive model that involves businesses and workforce demand.

The specific goals of the pilot are to:

1. Improve employment outcomes for individuals with disabilities, ages 18 and older, using existing training, career pathways, Integrated Resource Teams (IRTs), Ticket to Work (TTW), asset development, and other promising and proven interventions;
2. Expand available career services provided in the New York State (NYS) Career Center network to job seekers with disabilities;
3. Support and expand partnerships, collaboration, service coordination, and service delivery across multiple education, workforce, and disability systems; and
4. Support evaluation, sustainability planning, and implementation strategies including partnership development, business and funder outreach, and revenue identification.

Up to \$100,000 in available funds will hire and support a new, or designate an existing, Disability Resource Coordinator (DRC) position. The DRC role is described in greater detail in Attachment B: Disability Resource Coordinator (DRC) Job Description and Recommended Minimum Qualifications.

Local Workforce Development Boards (LWDBs) are being asked to demonstrate their **current** capacity to serve individuals with disabilities, as well as the gaps in strategy a DRC will help to address, through responses to the implementation and sustainability questions below. This Implementation Plan must be submitted to [SpecialPopulations@labor.ny.gov](mailto:SpecialPopulations@labor.ny.gov) by **November 30, 2021**.

### **Program Delivery Description**

1. Describe current efforts to enroll individuals with disabilities ages 18 and older in career services that support career exploration, career advancement, and resource planning.

**NO UPDATES THIS PAGE.**

**Highlight strengths of the current strategy.**

Our current strategy revolves around our Think Jobs program. We have a committee that meets to work on strategies to educate employers on the benefits of hiring individuals with disabilities. We send out weekly updates of available jobs in Dutchess County and the surrounding area.

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on designating a pre-existing staff to serve in role, please advise how this individual will now be able to address those gaps.

Dutchess County will utilize the DRC to work with the DCWIB Think Jobs Committee. The Committee is made up of agencies that work with individuals with disabilities, our community college, Dutchess County government, local businesses and interested stakeholders. The committee hosts quarterly small (2-3 businesses) round table events and a larger (12+ businesses) roundtable event. These events educate business owners on the benefit of hiring individuals with disabilities.

2. Describe current service delivery strategies targeted to individuals with disabilities and any recent efforts to improve their employment outcomes.

**Highlight strengths of the current strategy.**

There are currently no "targeted strategies".

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on designating a pre-existing staff to serve in role, please advise how this individual will now be able to address those gaps.

Program will need to be built up from scratch to include recruitment, assessment and provision of services.

3. Describe current collaborations and/or partnerships with employment service providers to effectively meet the needs of businesses.

**Highlight strengths of the current strategy.**

Through Think Jobs, which the DCWIB takes lead on, we work with community partners and local businesses to identify employment and training opportunities.

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on designating a pre-existing staff to serve in role, please advise how this individual will

now be able to address those gaps.

**NO UPDATES THIS PAGE.**

The main gap is lack of a strategy. We do not have a DRC. A staff member who is a LMSW will be assisting in the design of our strategy and then is likely to take on this role. Gaps will be addressed by identifying and speaking with stakeholders in the community.

4. Describe current efforts to promote career pathways entry, benefits advisement, job placement, work experiences, and/or employment placement services for individuals with disabilities.

**Highlight strengths of the current strategy.**

Our current efforts envelop all customers and are not limited to or directly targeting individuals with disabilities.

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on designating a pre-existing staff to serve in role, please advise how this individual will now be able to address those gaps.

Our gap is lack of strategy and likely record keeping. We do offer the full menu to all interested customers who qualify. We do not always collect information regarding disability status- as this is not a required field and some customers choose not to disclose this personal information.

5. Describe current efforts to recruit and serve Social Security Administration (SSA) beneficiaries (e.g., recipients of Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI)) under the TTW Program in your capacity as a participating Employment Network under the New York Employment Services System (NYESS) Administrative Employment Network (AEN). If your area is not a participating EN under the NYESS AEN, please write "N/A" and answer the question below.

**Highlight strengths of the current strategy.**

All customers and potential customers are offered our services. There is no strategy in place at this time.

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on designating a pre-existing staff to serve in role, please advise how this individual will now be able to address those gaps.

The DRC staff member will take a proactive approach rather than the reactive approach we have been taking.

**NO UPDATES THIS PAGE.**

If your LWDB is not a participating EN under the NYESS AEN, please provide a rough timeline and necessary action steps your area will need to take to become a participating provider by April 1, 2022.

Working on it now. Hoping to be set up by end of 2021. First step is to sign up for NYESS- we have reached out to do this.

**IMPLEMENTATION PLAN**

LWDBs are being asked demonstrate capacity to expand services for individuals with disabilities ages 18 and older to create a Project Implementation Plan.

**OBJECTIVE #1****BUSINESS EDUCATION, OUTREACH, AND ENGAGEMENT STRATEGY**

- Describe any education and outreach that will be used to promote the value of recruiting, hiring, training, and retaining people with disabilities.
  1. Quarterly mini-roundtables with business managers/supervisors/owners to educate on the benefits of hiring people of all abilities.
  2. Annual roundtable (with professional speakers- such as educators from Cornell University) to discuss with the business community the benefits of hiring and retaining individuals of all abilities.
  3. Social media outreach campaign including facebook, twitter, Instagram, video and our websites to promote the roundtables and on-going promote benefits and best practices (hiring/retention).
  4. Podcast season interviewing business, individuals and agencies promoting work and job retention.
  5. One-to-one meetings with DRC with hiring managers to explain the fundamentals of hiring and then working with people who need accommodations.
- Describe any strategy(ies) that will be used to develop relationships with businesses in in-demand, growth sectors to increase work-based learning and job placement opportunities for individuals with disabilities ages 18 and older.
  1. Utilize existing relationships and partnerships (OJT's, Transitional Jobs, previous roundtables, Board Members etc)
  2. Leverage existing relationships to create new partnerships (ask for referrals and for current partners to introduce/participate in meetings with newly identified business)
  3. As business can include the non-profit sector- identify new relationships
  4. Work with DCWIB Board (and sub-committees) to identify potential new partnerships as we update our Demand Occupation List.

- 5. Pipelines to jobs- include job matching and job placement
- 6. Ultimate goal- increase opportunities for internships, externships (include a training aspect), pre-apprenticeships, OJTs and Transitional Jobs for individuals.
  - Describe any plans to adapt and modify policies and procedures to support business education, outreach, and engagement strategies.
 

The DCWIB policies support the parameters of the WIOA law. Changing policy will occur with NYSDOL guidance. Procedures will be evaluated throughout 2022 to determine if they support this initiative.
  - Describe evaluation and sustainability planning that will support continuation of the strategies outlined above.
    1. Goals: hold 2 quarterly mini-roundtables (September/November) and one Annual Roundtable (fall 2022) in 2022.
    2. Begin social media campaign in the summer of 2022.
    3. Launch first video in September of 2022.
    4. Start the podcast season in October of 2022-November 2022
    5. Meet with 25 businesses and discuss hiring people of all abilities.
    6. Meet with DCWIB sub-committee to strategize.
    7. Establish 1 pipeline to a job- to use as a model for future pipelines.
    8. By the end of the year have a plan in place for internships.

**Policy Change (Y/N): TBD**

**ACTION PLAN**

Activity	Target Date	Resources Required	Lead Person/ Organization	Anticipated Product or Result
Business Education	ASAP	Minnesota Disability Training Or Similar Training	DCWIB ED	Need NYSDOL assistance acquiring the Minnesota Disability Training or something similar

Business Education	5/31/2022	Create business list	DRC	List of Board Member Organizations, sub-committee members, partners, OJT and TJ providers
Business Outreach	6/30/22	Create an information piece	DRC	Local businesses will understand the value of hiring, training, and retaining people with disabilities
Business Engagement Strategy	6/29/2022	Set Up First Partner Meeting	DRC	Hold Think Jobs Partner Meeting on 6/29/2022 at Locust Grove
Develop Relationships with Business in in-demand growth sectors	6/30/2022	Dutchess County and Regional Demand Occupation List- 1 <sup>st</sup> mtg 4/21/22 to discuss DO list	DRC	Create partner lists to engage businesses in in-demand growth sectors to utilize DRC resources and services
Create a Train the Trainer program	9/30/2022	RFQ- 1. No response 2. Second RFQ is out	DRC	Partners (business and agency) are trained in appropriate mentor relationships
Develop/Implement a mentor program	6/30/21	RFQ- (see above)	DRC	Individuals with disabilities are mentored in the workplace.
Adapt and Modify policies and procedures	May 2022	Meet with One Stop Manager to review current procedures	ED DCWIB	Adapting and/or modifying policies and procedures
Create Evaluation Strategy- Evaluation for Year 1 for Business Education, Outreach, and Engagement Strategy is based on hitting the dates and/or numbers	12/31/22	<ol style="list-style-type: none"> <li>1. Goals: hold 2 quarterly mini-roundtables (September/November) and one Annual Roundtable (fall 2022) in 2022.</li> <li>2. Begin social media campaign in the summer of 2022.</li> <li>3. Launch first video in September of 2022.</li> <li>4. Start the podcast season in October of 2022-November 2022</li> <li>5. Meet with 25 businesses and discuss hiring people of all abilities.</li> <li>6. Meet with DCWIB sub-committee to strategize.</li> <li>7. Establish 1 pipeline to a job- to use as a model for future pipelines.</li> <li>8. By the end of the year have a plan in place for internships.</li> </ol>		

Create Sustainability Plan	6/30/2022	TBD	DRC	Completed Sustainability Plan

**OBJECTIVE #2**

**DISABILITY AWARENESS AND PROGRAM ACCESSIBILITY TRAINING STRATEGY**

- Describe any training that is or will be available to local staff and partners on disability etiquette, programmatic accessibility requirements under WIOA Section 188, and related requirements of the Americans with Disability Act (ADA).

Dutchess County will develop a training program available to local staff and partners on disability etiquette, programmatic accessibility requirements /under WIOA Section 188 and related requirements of the ADA. Seeking guidance to acquire the Minnesota Disability Training- this would be a helpful model- cannot get a return call from Minnesota..

- Describe any plans to adapt and modify policies and procedures to support disability awareness and program accessibility training.

Our current policies and procedures are mindful of all people.

- Describe any training that will support evaluation and sustainability planning and implementation.

Dutchess County's DRC will develop training to support evaluation and sustainability planning and implementation.

**Policy Change (Y/N): TBD**

**ACTION PLAN**

Activity	Target Date	Resources Required	Lead Person/Organization	Anticipated Product or Result
Think Jobs Quarterly Business Roundtable	Sept &	Handouts	DRC	Raise awareness of the talent pool.

	Nov			
Think Jobs Annual Business Roundtable	October	Presentations on benefits of hiring people of all abilities, roundtable discussions, awards and presentations to local businesses and individuals with disabilities who have retained employment		Complete the event
Adapt and Modify Policies and Procedures	On-going	We are in compliance with NYSDOL and look at our policies/procedures regularly. See answer in business services.	ED DCWIB	Policies and procedures continue to support disability awareness and program accessibility training.
Training to Support Program Evaluation		NEED ADDITIONAL GUIDANCE – WHAT DOES THIS MEAN?		
Training to Support Sustainability		NEED ADDITIONAL GUIDANCE – WHAT DOES THIS MEAN?		

**OBJECTIVE #3****SKILL DEVELOPMENT, JOB RETENTION, AND CAREER PATHWAY TRAINING STRATEGY**

- Describe any training that is or will be available to individuals with disabilities and businesses to support skill development, job retention, and career entry and advancement.

Trainings will be developed to assist individuals with disabilities navigate the employment process including an orientation to better understand employer expectations, skill development workshops based on the goals of the individual, hands-on workshops on applying for a job, accepting a job offer and job retention. Career development will include career assessments and career pathway training.

- Describe any plans to adapt and modify policies and procedures to support skill development, job retention, and career pathway training for individuals with disabilities.

The DRC will review current policies and procedures in order to adapt and modify policies and procedures in order to support skill development, job retention, and career pathway training for individuals with disabilities.

Policy Change (Y/N): TBD

#### ACTION PLAN

Activity	Target Date	Resources Required	Lead Person/ Organization	Anticipated Product or Result
Job Readiness Training Orientations to prepare an individual for the workplace	4/30/2022	Develop workshop materials	DRC	1 hour and 2-hour orientations are developed.
Skill development workshops	4/30/2022	Develop workshop materials	DRC	A workshop series is developed
Workshops on applying for a job, accepting a job offer and job retention		Develop workshop materials	DRC	A workshop series is developed
Career Assessments		Identify appropriate career assessments	DRC	A career assessment is selected
Career Pathway Trainings		Develop workshop materials	DRC	Career Pathway materials are located and a delivery strategy is established.
Adapt and Modify Policies and Procedures	4/30/2022	Current policies	ED DCWIB	Policies and procedures will be adapted to support disability awareness and program accessibility training.

#### OBJECTIVE #4

##### COORDINATION STRATEGY

- Describe any activities to coordinate employment services (e.g., career exploration, training, asset development, benefits advisement, job placement, work experiences, and other services) with other systems providers (e.g., Independent Living Centers, Mental Health, Disability, and other Community Organizations).

The DRC will lead partner meetings to encourage activities to coordinate employment services such as career exploration, training, and benefits advisement with other systems providers such as the Office of Mental Health, Office for People with Developmental Disabilities and Independent Living Centers.

- Describe any activities to expand linkages between these organizations and programs including TTW-related activities.

The DCWIB will hold several initial informational meetings to discuss the new initiative. Regular meetings (8 per year) will be held to discuss this coordinated partner effort.

- Describe activities to support sustainability planning and implementation for the above activities.

Hold meetings with a set agenda and action steps.

**Policy Change (Y/N): TBD**

**ACTION PLAN**

Activity	Target Date	Resources Required	Lead Person/Organization	Anticipated Product or Result
Initial Partner Meeting  Arc Dutchess Anderson Center for Autism NYS Education Department Abilities First Dutchess Community College DC Government Commission on Human Rights New Horizons Resources Ramapo for Children Taconic Resources Smart Staffing Group Gateway Industries NYS Department of Family Assistance Office for People with Developmental Disabilities Office for People with Developmental Disabilities NYS Department of Family Assistance Dutchess County Chamber of Commerce Greystone Programs Inc.	6/29/2022	PPT, Agenda	ED DCWIB	"Buy in" from partners
Partner Meetings (Feb- June, Sept-Nov)	4/30/2022	PPT, Agenda	ED DCWIB	Reduction in silos.



**OBJECTIVE #5****SERVICE STRATEGY<sup>1</sup> EVALUATION AND SUSTAINABILITY**

- Describe the LDWB's service approach and implementation including products that will be managed and facilitated by the DRC.

The overall service strategy will be to recruit individuals and offer individualized services. There will be opportunities for individuals to talk to their peers in a facilitated workshop held on a monthly basis.

- How will success be measured, included data collection? (e.g., skill gains, changes over time, long-term impacts).

TBD- initial thoughts are that milestone data will be collected.

- Describe strategies to support sustainability planning, including the retention of the DRC position and related services. (A sample sustainability plan is available on the NYSDOL [website](#) as a resource to guide your future work.)

A sustainability plan will be developed with the new DRC (upon hiring).

- Describe plans to generate alternate revenue to support project continuation beyond the three-year pilot.

DCWIB will utilize the Ticket to Work program and seek other grant funding.

**Policy Change (Y/N): TBD**

**ACTION PLAN**

<sup>1</sup> Outreach, intake, and orientation; assessment and program referral; supportive services; career planning and counseling; financial literacy and capability training; occupational skills training; on-the-job training; internships and work experiences

Activity	Target Date	Resources Required	Lead Person/ Organization	Anticipated Product or Result
Recruit individuals	2/28/22	Flyers, referral forms, pamphlets	DRC	Recruitment packet
Provide assessments and develop individual strategies	2/28/22	Intake paperwork, assessments and ISS	DRC	Enrollment packet
Monthly peer workshop	3/31/22	Agenda (work scenarios, common do's and don'ts)	DRC	Meeting schedule and topics
Develop outcomes	1/31/2022	Final plan	ED DCWIB	Evaluation Plan
Develop sustainability plan	1/31/2022	Sign up for EN	ED DCWIB	Sustainability Plan

**DUTCHESS COUNTY LOGIC MODEL**

**RESOURCES**

1 FTE (DRC)  
 Dutchess One Stop Resources  
 Minnesota Disability Training Strategy  
 Demand Occupation List

**ACTIVITIES**

**PLANNING PHASE**

Create business list  
 Create handouts for businesses  
 Adapt/Modify current policies/procedures  
 Develop a Train the Trainer curriculum  
 Develop a workplace mentorship program  
 Develop training programs for partners
 

1. disability etiquette, and program accessibility requirements under WIOA and the ADA
2. appropriate mentor relationships in the workplace

 Create 1 hour work orientation  
 Create 2-hour work orientation  
 Create Workshop Series including:
 

1. Skill Development
2. Applying for a job
3. Accepting the job offer

 Select Career Assessment tool(s)  
 Select Career Pathway model(s)  
 Develop monthly peer workshop strategy

**IMPLEMENTATION PHASE**

**SAMPLE OUTPUTS**

Outreach to business- phone/in-person/zoom utilizing informational handouts and presentations	X # of local businesses will understand the value of hiring, training, and retaining people with disabilities
Utilize partner lists to engage utilize DRC resources and services	X # of businesses are engaged to utilize DRC resources and services
Utilize partner lists to engage businesses in in-demand occupations	X# of businesses in in-demand occupations are partners.
Mentor training for businesses	X # of Partners (business and agency) are trained in appropriate mentor relationships

Partner training on disability etiquette, program accessibility	X# of local staff and partners are trained on disability etiquette, and program accessibility requirements under WIOA and the ADA
Provide work orientation to individuals	X# of individuals attend orientation.
Workshops are delivered to individuals.	X# of workshops are held with X# of participants in attendance.
Individuals take a career assessment.	X# of individuals take a career assessment
Individuals learn about career pathways.	X# of individuals learn about Career Pathway
Utilizing policies and procedures individuals	X# of individuals/businesses learn about accessibility in the workplace
Hold monthly (bi-monthly) peer workshops	X# of individuals attend and participate in monthly peer workshops

OUTCOMES WILL BE DEVELOPED. 70-80% of the outputs will be the general guide. Best practices need to be utilized to determine these. The DCWDB and community partners will guide this component.

# The New York Systems Change and Inclusive Opportunities Network (NY SCION)

Disability Resource Coordinator Pilot Program

BUDGET SUMMARY FOR ALL THREE YEARS

From: 1/1/2022

To: 12/31/2024

*NOTE: Amounts on this page are formula driven. No entry needed except for areas highlighted in yellow below.*

LWDA #:	Dutchess County
LWDA Name:	Dutchess County Workforce Investment Board

		YEAR ONE	YEAR TWO	YEAR THREE	
		FROM: 1/1/2022	FROM: 1/1/2023	FROM: 1/1/2024	
		TO: 12/31/2022	TO: 12/31/2023	TO: 12/31/2024	GRAND TOTAL
Disability Resource	SALARY	\$ 57,000.00	\$ 58,710.00	\$ 60,471.30	\$ 176,181.30
Coordinator Staff	FRINGE	\$ 25,025.00	\$ 25,251.65	\$ 25,454.20	\$ 75,730.85
			\$ -	\$ -	\$ -
Staff Development & TRAINING		\$ 3,000.00	\$ 2,118.35	\$ 1,000.00	\$ 6,118.35
					\$ -
	TRAVEL	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00
					\$ -
	A. TECH	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 5,400.00
	GENERAL	\$ 7,175.00	\$ 6,120.00	\$ 5,620.00	\$ 18,915.00
	ADMIN	\$ 5,000.00	\$ 5,000.00	\$ 4,654.50	\$ 14,654.50
	TOTAL	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 300,000.00

THE ABOVE BUDGET IS AN ACCURATE REPRESENTATION OF THE FUNDING REQUIRED TO OPERATE THE NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK FOR THE PERIOD 01/01/22 TO 12/31/24. MODIFICATIONS TO THIS BUDGET WILL BE PROVIDED, IF NECESSARY.

COMPLETED BY: Louise McLoughlin  
 TITLE: Executive Director  
 EMAIL: [lmcloughlin@dcwib.org](mailto:lmcloughlin@dcwib.org)  
 PHONE: 8454630517  
 DATE: 12/13/2021

NOTE: See below for expected budget categories and explanation of expenses.  
 EXPLANATION OF ANTICIPATED EXPENSES

General: Office Equipment/Supplies	Laptop and other office supplies
Staff Development & TRAINING	Training for DRC and other staff specifically to work with individuals with disabilities
General: Office Supplies, Program Materials/Publications	Cost to create and print- flyers, referral forms, etc.
TRAVEL	Staff mileage
General: Partner Development & Conferences	Training provided to partners
A. TECH	Share of monthly cost of IT for laptop
General: Rent	Office Space for DRC
ADMIN	Supervision/Reporting

# The New York Systems Change and Inclusive Opportunities Network (NY SCION)

## Disability Resource Coordinator Pilot Program

Budget Year One

NOTE: COMPLETE ONLY THOSE BOXES HIGHLIGHTED IN YELLOW.

The date for 'month one' should be the first month in which you expect to incur NY SCION programmatic expenses.

LWDA #:	Dutchess County
LWDA Name:	Dutchess County Workforce Investment Board

		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	TOTAL
<i>Please fill in month/day/year from DRC start date</i>		1/3/2022	2/1/2022	3/1/2022	4/1/2022	5/1/2022	6/1/2022	7/1/2022	8/1/2022	9/1/2022	10/1/2022	11/1/2022	12/1/2022	
Disability Resource Coordinator Staff	SALARY	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00	\$ 57,000.00
	FRINGE	\$ 2,085.42	\$ 2,085.42	\$ 2,085.42	\$ 2,085.42	\$ 2,085.42	\$ 2,085.42	\$ 2,085.42	\$ 2,085.42	\$ 2,085.42	\$ 2,085.42	\$ 2,085.42	\$ 2,085.42	\$ 25,025.00
General: Office Equipment/Supplies		\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 1,000.00
Staff Development & TRAINING		\$ 750.00	\$ -	\$ -	\$ 750.00	\$ -	\$ -	\$ 750.00	\$ -	\$ -	\$ 750.00	\$ -	\$ -	\$ 3,000.00
General: Office Supplies, Program M		\$ 525.00					\$ 525.00			\$ 525.00				\$ 1,575.00
	TRAVEL	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 1,000.00
General Partner Development & Co		\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 2,000.00
	A. TECH	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,800.00
General: Rent		\$ 216.67	\$ 216.67	\$ 216.67	\$ 216.67	\$ 216.67	\$ 216.67	\$ 216.67	\$ 216.67	\$ 216.67	\$ 216.67	\$ 216.67	\$ 216.67	\$ 2,600.00
	ADMIN	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 5,000.00
	TOTAL	\$ 9,227.08	\$ 7,952.08	\$ 7,952.08	\$ 8,702.08	\$ 7,952.08	\$ 8,477.08	\$ 8,702.08	\$ 7,952.08	\$ 8,477.08	\$ 8,702.08	\$ 7,952.08	\$ 7,952.08	\$ 100,000.00

**TOTAL BUDGET FOR YEAR 1 \$ 100,000.00**

Summary Column Page 1

\$	57,000.00
\$	25,025.00
\$	1,000.00
\$	3,000.00
\$	1,575.00
\$	1,000.00
\$	2,000.00
\$	1,800.00
\$	2,600.00
\$	5,000.00
\$	100,000.00

# The New York Systems Change and Inclusive Opportunities Network (NY SCION)

## Disability Resource Coordinator Pilot Program

Budget Year Two

NOTE: COMPLETE ONLY THOSE BOXES HIGHLIGHTED IN YELLOW.

LWDA #:	Dutchess County
LWDA Name:	Dutchess County Workforce Investment Board

		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	TOTAL
<i>Please fill in month/day/year from DRC start date</i>		1/1/2023	2/1/2023	3/1/2023	4/1/2023	5/1/2023	6/1/2023	7/1/2023	8/1/2023	9/1/2023	10/1/2023	11/1/2023	12/1/2023	
<b>Disability Resource Coordinator Staff</b>	<b>SALARY</b>	\$ 4,892.50	\$ 4,892.50	\$ 4,892.50	\$ 4,892.50	\$ 4,892.50	\$ 4,892.50	\$ 4,892.50	\$ 4,892.50	\$ 4,892.50	\$ 4,892.50	\$ 4,892.50	\$ 4,892.50	\$ 58,710.00
	<b>FRINGE</b>	\$ 2,104.30	\$ 2,104.30	\$ 2,104.30	\$ 2,104.30	\$ 2,104.30	\$ 2,104.30	\$ 2,104.30	\$ 2,104.30	\$ 2,104.30	\$ 2,104.30	\$ 2,104.30	\$ 2,104.30	\$ 25,251.65
General: Office Equipment/Supplies														\$ -
<b>Staff Development &amp; TRAINING</b>		\$ 529.59	\$ -	\$ -	\$ 529.59	\$ -	\$ -	\$ 529.59	\$ -	\$ -	\$ 529.59	\$ -	\$ -	\$ 2,118.35
General: Office Supplies, Program M		\$ 250.00				\$ 250.00				\$ 250.00				\$ 750.00
<b>TRAVEL</b>		\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 600.00
General Partner Development & Co		\$ 220.83	\$ 220.83	\$ 220.83	\$ 220.83	\$ 220.83	\$ 220.83	\$ 220.83	\$ 220.83	\$ 220.84	\$ 220.84	\$ 220.84	\$ 220.84	\$ 2,650.00
<b>A. TECH</b>		\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,800.00
General: Rent		\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 3,120.00
<b>ADMIN</b>		\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 5,000.00
<b>TOTAL</b>		\$ 8,873.89	\$ 8,094.30	\$ 8,094.30	\$ 8,623.89	\$ 8,344.30	\$ 8,094.30	\$ 8,623.89	\$ 8,094.30	\$ 8,344.31	\$ 8,623.90	\$ 8,094.31	\$ 8,094.31	\$ 100,000.00

**TOTAL BUDGET FOR YEAR 2 \$ 100,000.00**

Summary Column Page 1

\$	58,710.00
\$	25,251.65
\$	-
\$	2,118.35
\$	1,000.00
\$	1,000.00
\$	2,000.00
\$	1,800.00
\$	3,120.00
\$	5,000.00
\$	100,000.00

**The New York Systems Change and Inclusive Opportunities Network (NY SCION)**  
 Disability Resource Coordinator Pilot Program  
 Budget Year Three

*NOTE: COMPLETE ONLY THOSE BOXES HIGHLIGHTED IN YELLOW.*

LWDA #:	Dutchess County
LWDA Name:	Dutchess County Workforce Investment Board

		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	TOTAL
<i>Please fill in month/day/year from DRC start date</i>		1/1/2024	2/1/2024	3/1/2024	4/1/2024	5/1/2024	6/1/2024	7/1/2024	8/1/2024	9/1/2024	10/1/2024	11/1/2024	12/1/2024	
Disability Resource Coordinator Staff	SALARY	\$ 5,039.28	\$ 5,039.28	\$ 5,039.28	\$ 5,039.28	\$ 5,039.28	\$ 5,039.28	\$ 5,039.28	\$ 5,039.28	\$ 5,039.28	\$ 5,039.28	\$ 5,039.28	\$ 5,039.28	\$ 60,471.30
	FRINGE	\$ 2,121.18	\$ 2,121.18	\$ 2,121.18	\$ 2,121.18	\$ 2,121.18	\$ 2,121.18	\$ 2,121.18	\$ 2,121.18	\$ 2,121.18	\$ 2,121.18	\$ 2,121.18	\$ 2,121.18	\$ 25,454.20
General: Office Equipment/Supplies		\$ -												
Staff Development & TRAINING			\$ -	\$ -	\$ 333.33	\$ -	\$ 333.33	\$ -	\$ -	\$ -	\$ 333.33	\$ -	\$ -	\$ 1,000.00
General: Office Supplies, Program M		\$ 250.00						\$ 250.00						\$ 500.00
	TRAVEL	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 1,000.00
General Partner Development & Co		\$ 500.00			\$ 500.00				\$ 500.00		\$ 500.00			\$ 2,000.00
	A. TECH	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,800.00
General: Rent		\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 3,120.00
	ADMIN	\$ 387.88	\$ 387.88	\$ 387.88	\$ 387.88	\$ 387.88	\$ 387.88	\$ 387.88	\$ 387.88	\$ 387.88	\$ 387.88	\$ 387.88	\$ 387.88	\$ 4,654.50
	TOTAL	\$ 8,791.67	\$ 8,041.67	\$ 8,041.67	\$ 8,875.00	\$ 8,041.67	\$ 8,375.00	\$ 8,291.67	\$ 8,541.67	\$ 8,041.67	\$ 8,875.00	\$ 8,041.67	\$ 8,041.67	\$ 100,000.00

**TOTAL BUDGET FOR YEAR 3 \$ 100,000.00**

Summary Column Page 1

\$	60,471.30
\$	25,454.20
\$	-
\$	1,000.00
\$	500.00
\$	10,000.00
\$	5,000.00
\$	1,800.00
\$	3,120.00
\$	5,000.00

## SECTION 5

# USDOL NOTICE OF OBLIGATIONAL AUTHORITY (NOO) AND AGREEMENT

Grant Modification / Notice of Award

U.S. DEPARTMENT OF LABOR / EMPLOYMENT AND TRAINING ADMINISTRATION

<b>GRANT MODIFICATION</b>		<b>No. 1</b>	<b>PROJECT:</b> WIOA Youth/Adult/Dislocated Workers Formula Combined
<b>GRANT NUMBER:</b> AA-38546-22-55-A-36	<b>EIN:</b> 146013200	<b>EFFECTIVE DATE:</b> 07/01/2022	PAGE 1
<b>GRANTEE:</b> NEW YORK DEPARTMENT OF LABOR STATE OFFICE BUILDING CAMPUS, BUILDING 12, ROOM 516 ALBANY, NEW YORK 12240-0001		<b>ISSUED BY</b> U.S. DEPARTMENT OF LABOR / ETA DIVISION OF FEDERAL ASSISTANCE 200 CONSTITUTION AVENUE NW - ROOM N-4716 WASHINGTON, DC 20210	

**Action:**

In accordance with Training and Employment Guidance Letter No. 9-21, this Notice of Award transmits the Program Year 2022 allotments for the WIOA Title I Adult and Dislocated Worker programs.

YEAR / CFDA PROGRAM ACCOUNT ID	Mod 0 CURRENT LEVEL	Mod 1 MODIFICATION	NEW LEVEL	PMS DOC #
PY 22 / 17.259 WIOA YOUTH FORMULA GRANTS - STATES <small>22-1630-2022-0501742223BD202201740005225YF000A0000AOWI00AOWI00-A90200-410023-ETA-DEFAULT TASK-</small>	\$68,508,072.00	\$0.00	\$68,508,072.00	AA38546OE0
PY 22 / 17.258 WIOA ADULT ACTIVITIES - STATES <small>22-1630-2022-0501742223BD202201740001225AD010A0000AOWI00AOWI00-A90200-410023-ETA-DEFAULT TASK-</small>	\$0.00	\$12,200,175.00	\$12,200,175.00	AA38546NQ0
PY 22 / 17.278 WIOA DISLOCATED WORKERS - FORMULA - STATES <small>22-1630-2022-0501742223BD202201740003225AD020A0000AOWI00AOWI00-A90200-410023-ETA-DEFAULT TASK-</small>	\$0.00	\$16,607,401.00	\$16,607,401.00	AA38546OC0
<b>TOTAL FUND AVAILABILITY</b>	<b>\$68,508,072.00</b>	<b>\$28,807,576.00</b>	<b>\$97,315,648.00</b>	

Except as modified, all terms and conditions of said grant /agreement remain unchanged and in full effect.

Approved  
by



Brad Wiggins

Date Signed 07/19/2022

Grant Officer

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT AND TRAINING  
ADMINISTRATION (DOL/ETA)

NOTICE OF  
AWARD (NOA)

Under the authority of the *Workforce Innovation and Opportunity Act, P.L. 113-128*, this grant or agreement is entered into between the above named *Grantor Agency* and the following named *Awardee*, for a project entitled - *WIOA Youth/Adult/Dislocated Worker Formula Grant Programs*.

Name & Address of Awardee:  
NEW YORK DEPARTMENT OF LABOR  
STATE OFFICE BUILDING CAMPUS, BUILDING 12, ROOM  
516  
ALBANY, NEW YORK 12240-0001

Federal Award Id. No. (FAIN): AA-38546-22-55-A-36  
CFDA #: 17.259- WIA/WIOA Youth Activities  
Amount: \$68,508,072.00  
EIN: 146013200  
DUNS #: 806780607

Accounting Code: 1630-2022-0501742223BD202201740005225YF000A0000AOWI00AOWI00-A90200-410023-ETA-  
DEFAULT TASK-

Payment Management System DOC#: AA38546OE0

The Period of Performance shall be from **April 01, 2022 thru June 30, 2025**.  
Total Government's Financial Obligation is **\$68,508,072.00** (unless other wise amended).

Payments will be made under the Payments Management System, and can be automatically drawn down by the awardee on an as needed basis covering a forty-eight (48) hour period.

In accordance with Training and Employment Guidance Letter No. 9-21, this Notice of Award transmits the PY 2022 allotments for the WIOA Title I Youth program.

In performing its responsibilities under this grant agreement, the awardee hereby certifies and assures that it will fully comply with all applicable Statute(s), and the following regulations and cost principles, including any subsequent amendments:

**Uniform Administrative Requirements, Cost Principles, and Audit Requirements:**

2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements; Final Rule  
2 CFR Part 2900; DOL Exceptions to 2 CFR Part 200;

**Other Requirements (Included within this NOA):**

Condition(s) of Award (if applicable)  
Federal Award Terms, including attachments

**Contact Information**

The Federal Project Officer (FPO) assigned to this grant is Minnie Holleran. Minnie Holleran will serve as your first line point of contact and can be contacted via e-mail - [holleran.minnie@dol.gov](mailto:holleran.minnie@dol.gov). If your FPO is not available, please call your Regional Office at 617-788-0170 for assistance.

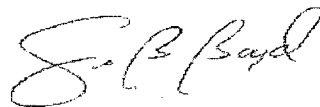
The awardee's signature below certifies full compliance with all terms and conditions as well as all applicable Statutes(s), grant regulations, guidance, and certifications.

Signature of Approving Official - **AWARDEE**

Signature of Approving Official - **DOL / ETA**

See SF-424 for Signature

No Additional Signature Required



**SERENA BOYD**, June 14, 2022  
Grant Officer

**PY 2022 Workforce Innovation and Opportunity Act (WIOA)**  
**Youth, Adult & Dislocated Worker Programs**  
**Annual Funding Agreement**  
**TERMS AND CONDITIONS**  
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## **Part A: General Award, System for Award Management and Uniform Guidance**

### **A.1 Compliance and the Order of Precedence**

The recipient of this Federal award will assure that they will fully comply with the rules and requirements specified in the award document. Program requirements may be found in the Funding Opportunity Announcement (FOA), statutes, Executive Orders, government-wide regulations, agency regulations, agency policy guidance such as Training Employment Guidance Letter (TEGL), and the terms outlined in the award document. The list below identifies the hierarchy of authority.

The following order of precedence applies to your activities under this federal award. In the event of any inconsistency between the terms and conditions of this Notice of Award (NOA) and other requirements, consult the below order:

1. Workforce Innovation Opportunity Act (WIOA).
2. Other applicable Federal statutes.
3. Consolidated Appropriations Act 2022 (Public Law 117-103) dated March 15, 2022.
4. Implementing Regulations.
5. Executive Orders and Presidential Memoranda.
6. The Office of Management and Budget (OMB) Guidance, including the Uniform Guidance at 2 CFR (Code of Federal Regulations) parts 200 and 2900.
7. The U.S. Department of Labor (DOL) or Employment and Training Administration (ETA) directives.
8. Terms and conditions of this award.

**Notice of Award** The funds provided under this Notice of Award (NOA) must be expended according to all applicable Federal statutes, regulations and policies, and the applicable provisions in the appropriations act(s). The funds shall be obligated and expended via a NOA award modification. These obligations and expenditures may not exceed the amount awarded by the NOA modification unless otherwise modified by the ETA.

The funds that are provided under this NOA must be expended according to all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act (WIOA), the applicable approved WIOA State Plan (including approved modifications and amendments to the plan), and any waiver plan approved under WIOA Section 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Section 190, the negotiated performance levels and policies established pursuant to the Secretary's authority under WIOA Section 116, and the applicable provisions in the appropriations act(s).

The funds shall be obligated and allocated via a NOA grant modification. These obligations and expenditures may not exceed the amount awarded by the NOA modification unless otherwise modified by the ETA.

By drawing down funds, your organization as the award recipient agrees to the provisions of 20 CFR 683.820(b)(6), which states:

*“Any organization selected and/or funded under WIOA Title I, Subtitle D, is subject to having its award removed if an Administrative Law Judge (ALJ) decision so orders. As part of this process, the Grant Officer will provide instructions on transition and closeout to both the newly selected grant recipient and to the grant recipient whose positions is affected, or which is being removed.”*

#### A.2 Training and Employment Guidance Letter

Training and Employment Guidance Letter No. 09-21 and any amendments found at [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=8776](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=8776) are hereby incorporated into this NOA. Award recipients are bound by the authorizations, restrictions, and requirements contained in the NOA. Therefore, the expenditure of funds by the award recipient certifies that your organization has read and will comply with all the parts that are contained in the NOA.

#### A.3 SF-424, Application for Federal Assistance, and SF-424B, Assurances and Certifications

The signed SF-424, Application for Federal Assistance, has been included as an attachment to this award. The individual that signed the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, the signature of the Authorized Representative on the SF-424 certifies that the grant award recipient is in compliance with the Assurances and Certifications form SF-424B available at [Grants.gov](https://www.grants.gov). ***The grant award recipient does not need to submit the SF-424B form separately.***

#### A.4 Federal Project Officer or Point of Contact (POC)

The DOL/ETA Federal Project Officer (FPO) or Point of Contact for this award is:

**Name: Minnie Holleran**

**Telephone: (617) 788-0169**

**E-mail: [Holleran.Minnie@dol.gov](mailto:Holleran.Minnie@dol.gov)**

The individual named above is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer through the use of a formally executed award modification process.

#### A.5 Unique Entity Identifier Requirements

Effective on April 4, 2022, the DUNS Number will be replaced by a new, non-proprietary identifier requested in and assigned by [SAM.gov](https://www.sam.gov). This new identifier is called the Unique Entity Identifier (UEI), or the Entity ID. To learn more about SAM's rollout of the UEI, please visit the U.S. General Service Administration (GSA), [Unique Entity Identifier Update webpage](#).

If the grant award or cooperative agreement recipient is authorized to make subawards under this award, then the recipient:

1. Must notify potential subrecipients that no entity (see definitions below) may receive a subaward from the grant award recipient until the entity has provided its UEI to the recipient.
2. May not make a subaward to an entity unless the entity has provided its UEI to the grant or cooperative agreement recipient. Subrecipients are not required to obtain an active SAM registration but must obtain a UEI.

## A.6 System for Award Management

System for Award Management (SAM) is the official federal system that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of contract awards, grants, and electronic payment processes.

A SAM registration is required for an entity to be able to apply for federal awards, to request modifications to existing awards, and to enable them to closeout expiring awards. See [Training and Employment Notice \(TEN\) 18-17](#) for additional guidance.

Unless the award recipient is exempt from this requirement under 2 CFR 25.110, the grant award or cooperative agreement recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest-level owner and subsidiaries, as well as on all of the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the award recipient submits the final financial report required under this Federal award or receive the final payment, whichever is later.

DOL advises grant award recipients and other awardees of Federal awards such as cooperative agreements registered in SAM to review their registration information, particularly their financial information and points of contact. Assistance is available by contacting the Federal Service Desk at [FSD.gov](https://www.fsd.gov). Grant award or cooperative agreement recipients should contact ETA at [ETAAccountingGrants@dol.gov](mailto:ETAAccountingGrants@dol.gov) if they find that payments have been paid to a bank account other than their registered bank account.

DOL routinely checks the validity of a grant or cooperative agreement award recipient's SAM registration and verifies that the recipient is not included on the excluded parties list before making an award or approving a modification to an existing award. Failure to have an active SAM registration can delay award recipients from receiving their initial award or requested modifications to their existing awards.

DOL further encourages award recipients to review the expiration date of their SAM registration and begin the renewal process well in advance, to ensure that their registration remains valid. If the award recipient has not logged in and updated its entity registration record within at least the past 365 days, its record will expire and go into inactive status. Timely renewal will ensure that the award recipient can continue to request and receive modifications to their existing grants, as well as apply for new funding opportunities. Further, the EIN numbers must remain active until the award closeout process is fully completed.

## A.7 Uniform Guidance Revisions

The Office of Management and Budget issued revisions to 2 CFR parts 25, 170, 183, and 200 (the Uniform Guidance) on August 13, 2020, and February 22, 2021 (technical correction). These revisions became effective November 12, 2020, except for the amendments to 2 CFR 200.216 and 200.340, which were immediately effective on August 13, 2020. The award recipient must operate in compliance with these revised regulations. Please note that the section numbering in the Uniform Guidance has changed in some instances, and this terms and conditions document has been updated accordingly.

## A.8 Subawards

A *subaward* means an award provided by a *Pass-Through Entity* (PTE) to a subrecipient for the subrecipient to carry out part of a Federal award received by the PTE. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the PTE considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient complies with all applicable regulations and the Terms and Conditions of this award (2 CFR 200.101(b)).

## A.9 Vendor/Contractor Defined

The term “contractor,” sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program (see 2 CFR 200.1). These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.331. When procuring contractors for goods and services, DOL/ETA recipients and subrecipients must follow the procurement requirements found at 2 CFR 200.320 (except states, pursuant to 2 CFR 200.317), which calls for free and open competition.

## A.10 Technical Assistance, Resources, and Information

Additional resources, training, and information to assist the award recipient are located on the ETA website, [Resources webpage](#) and on the Grants Application and Management collection page on [WorkforceGPS.org](#). [SMART training](#) is a technical assistance initiative sponsored by DOL/ETA to assist its grant and cooperative agreement recipients and subrecipients in improving its program/project operations through effective grants management. Please take some time to review the training modules which are focused on: Strategies for sound grant management that include:

- Monitoring,
- Accountability,
- Risk mitigation and
- Transparency.

These four themes are woven throughout the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the Uniform Guidance (2 CFR Part 200 and 2 CFR Part 2900). The 508-compliant PowerPoints of the modules may be found on [WorkforceGPS.org](http://WorkforceGPS.org) at the [Resource](#) page.

#### A.11 Monitoring, Technical Assistance, and Additional Specific Conditions of Award

All grant and cooperative agreement award recipients, including states and territories managing the Unemployment Insurance programs, are subject to 2 CFR 200.208, *Specific conditions*, which indicates that the Federal awarding agency may adjust specific award conditions as needed. A specific condition is based on an analysis of the following factors:

1. Based on the criteria in §200.206, *Federal awarding agency review of risk posed by applicants*;
2. The applicant or recipient's history of compliance with the general or specific terms and conditions of a Federal award;
3. The applicant or recipient's ability to meet expected performance goals as described in 2 CFR 200.211; or
4. A responsibility determination of an applicant or recipient.

Additional Federal award conditions may include items such as the following:

1. Requiring payments as reimbursements rather than advance payments;
2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
3. Requiring additional, more detailed financial reports;
4. Requiring additional project monitoring;
5. Requiring the non-Federal entity to obtain technical or management assistance; or
6. Establishing additional prior approvals.

Grant and cooperative agreement award recipients may be required to obtain technical or management assistance through an established provider/contractor that has been selected or hired by DOL/ETA that may include in-person or remote assistance.

#### A.12 Evaluation, Data, and Implementation

Grant and cooperative award recipients must cooperate during the implementation of a third-party evaluation. This means providing DOL/ETA or its authorized contractor with the appropriate data and access to program operating personnel and participants in a timely manner.

#### A.13 Program Requirements

Training and Employment Guidance Letter No. 09-21 contains the program requirements for this award.

## **Part B: Budget and Cost Share (Match)**

### **B.1 Budget - Approved**

The grant award recipient's budget documents are attached in this NOA. The documents are: 1) the SF-424, included as Attachment A. The grant award recipient must confirm that all costs are allowable, reasonable, necessary, and allocable before charging any expense. Pursuant to 2 CFR 2900.1, the approval of the budget as awarded does not constitute prior approval of those items specified in 2 CFR part 200 and 2 CFR part 2900 or as a part of the grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.

Any changes to the budget that impact the Statement of Work (SOW) and agreed upon outcomes or deliverables will require a request for modification and prior approval from the Grant Officer.

If the period of performance will include multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance terms and conditions of the Federal award.

### **B.2 Budget Flexibility**

Award recipients are not permitted to make transfers that would cause any funds to be used for purposes other than those consistent with this Federal program. Any budget changes that impact the SOW and agreed upon outcomes or deliverables require a request for modification and approval from the Grant Officer.

As directed in 2 CFR 200.308(f), for programs where the Federal share is over the Simplified Acquisition Threshold (SAT) (currently \$250,000), the transfer of funds among direct cost categories or programs, functions, and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget as last approved by the Federal awarding agency, the recipient must receive prior approval from the Grant Officer. Any changes within a specific cost category on the SF-424(a) do not require a grant modification unless the change results in a cumulative transfer among direct cost categories exceeding 10% of total budget. It is recommended that the assigned Federal point of contact review any within-line changes to the award recipient's budget prior to implementation to ensure they do not require a modification.

For programs where the Federal share of the project is below the SAT of \$250,000, recipients are not required to obtain the Grant Officer's approval when transferring funds among direct cost categories.

### **B.3 Non-Federal Share (Match or Cost Share)**

This award does not include a match requirement.

## **Part C: Funds Management and Special or Temporary Restrictions**

### **C.1 Funds – Payment Management System (PMS)**

Upon receipt of a NOA, in order to draw funds from the U.S. Department of Health and Human Services (HHS) Payment Management System (PMS), an active account must be established. To establish an account, award recipients must complete an SF-1199A and PMS Access form (shown as the PMS/FFR User Form on the PMS website). DOL/ETA is responsible for completing portions of the SF-1199A and submitting the completed SF-1199A to the Division of Payment Management, which operates PMS. Federal award recipients do not need to complete these forms if they already have an account with PMS.

### **C.2 Funds - Return & Refunds**

DOL/ETA does not accept paper checks for any type of returned funds. For active grants, all return of funds are to be submitted electronically through the PMS operated by the HHS via the same method as a drawdown. For grants that have been cancelled or are expired (typically older than five years), incoming payments, including returns and recoveries to DOL, must be made via the Pay.gov website.

If there are questions regarding the return of funds, or your organization no longer has access to PMS, contact the DOL/ETA, Office of Financial Administration via email at: ETA-ARteam@dol.gov for further assistance.

## **Part D: Costs - Limitations, Items, and Restrictions**

### **D.1 PY 2019 Administrative Costs Limit Change – Coronavirus Aid, Relief, and Economic Security (CARES) Act**

Pursuant to Public Law 116-136 (the CARES Act), and notwithstanding WIOA section 128(b)(4), for PY 2019, not more than 20% of the total amount allocated to a local area may be used for the administrative costs of carrying out local workforce investment activities under WIOA Chapter 2 (Youth Workforce Investment Activities) and Chapter 3 (Adult and Dislocated Worker Employment and Training Activities), if the portion of the total amount of administrative costs that exceeds 10% of the total amount allocated is used to respond to a qualifying emergency.

### **D.2 PY 2019 Rapid Response Activities Change – CARES Act**

Pursuant to Public Law 116-136 (the CARES Act), the funds reserved by a Governor for PY 2019 for statewide activities under WIOA 128(a) that remain unobligated may be used for statewide rapid response activities as described in WIOA 134(a)(2)(A) for responding to a qualifying emergency.

### **D.3 Administrative Costs**

Administrative costs are defined in the WIOA at 20 CFR 683.215. Limitations on administrative costs are described at 20 CFR 683.205. Under no circumstances may the administrative costs exceed these limits. The grant recipient will be monitored for

compliance with the administrative cost limits throughout the grant's period of performance. Any amounts that exceed these limitations will be disallowed and subject to debt collection.

#### D.4 Consultants

For the purposes of this grant award, the ETA's Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$750.00 a day (representing an eight-hour workday). Such costs must be reasonable, allocable, and allowable to the program. Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

#### D.5 Equipment

The requirement that grant recipients obtain prior approval from the Grant Officer for all purchases of equipment (as described in 2 CFR 200.439) is waived in accordance with 2 CFR 200.308(c)(4) and 20 CFR 683.200, and approval authority is delegated to the Governor for programs funded under Section 127 (Youth) or Section 132 (Adult & Dislocated Worker) of WIOA or under the Wagner-Peyser Act. Notwithstanding this waiver, the Grant Officer reserves the right to reimpose the requirement of prior approval, after providing advance notice to the recipient.

#### D.6 Pre-Award Costs

All costs incurred by the award recipient prior to the start date specified in the grant award issued by the Department are *incurred at the recipient's own expense*.

#### D.7 Program Income

The "Addition" method as described in 2 CFR 200.307 must be used in allocating any program income generated for this award. The award recipient must expend all program income prior to drawing down any additional funds as required at 2 CFR 200.305(b)(5) and 2 CFR 200.307(e). Any program income found remaining at the end of period of performance must be returned to ETA. In addition, the award recipient(s) must report program income on the quarterly financial report using the applicable ETA-9130 or SF-425 reports.

#### D.8 Supportive Services & Participant Support Costs

When supportive services are expressly authorized by a program statute, regulation, or FOA, this award waives the prior approval requirement for participant support costs as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 200.402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the FPO who is assigned to the award.

#### D.9 Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.475. For domestic travel to be an allowable cost, it must be necessary, allowable, reasonable, allocable and conform to the non-Federal entity's written policies and

procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

#### D.10 Travel – Mileage Reimbursement Rates

Pursuant to 2 CFR 200.475(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal grant award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. Mileage rates must be checked annually at GSA's [Privately Owned Vehicle \(POV\) Mileage Reimbursement Rates webpage](#) to ensure compliance.

#### D.11 Travel – Foreign

Funds that are awarded and authorized to carry out an activity under WIOA, Subtitle B cannot be used for foreign travel.

#### D.12 Conferences and Conference Space

Conferences sponsored in whole or in part by the award recipient are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. The award recipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

#### D.13 Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences and conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the [Hotel-Motel National Master List](#) to see if a property is in compliance, or to find other information about the Act.

#### D.14 WIOA Infrastructure

WIOA, Section 121(b)(1)(B) and 20 CFR 678.400 require the following programs to be One-Stop partners:

1. WIOA, Title I programs: Adult, Dislocated Worker, and Youth formula programs, Job Corps, YouthBuild, Native American programs, National Dislocated Worker Grants (DWG), and NFPJ;
2. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA, Title III;
3. SCSEP authorized under Title V of the Older Americans Act of 1965;
4. Trade Adjustment Assistance (TAA) activities authorized under Chapter 2 of Title II of the Trade Act of 1974;

5. Unemployment Compensation (UC) programs;
6. Jobs for Veterans State Grants (JVSG) programs authorized under Chapter 41 of Title 38, U.S.C.; and
7. Reentry Employment Opportunities (REO) programs (formerly known as the Reintegration of Ex-Offenders Program (RExO) awarded prior to January 1, 2019, which were authorized under Section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532).

With the exception of Native American programs established under WIOA, Section 166 all One-Stop partner programs, including all programs that are funded under Title I of WIOA, are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received, per 20 CFR 678.700 and 678.760. While Native American programs are not required to contribute to infrastructure costs per WIOA Section 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEGL No. 17-16. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA Section 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and DOL's exceptions at 2 CFR part 2900.

If not deemed a required one-stop partner, it is strongly recommended that the grant recipient partner with the local WIOA one-stop delivery system in its service area(s). The one-stop system can assist with referrals, labor market information, and many other services that will directly benefit the management and performance of your grant. The one-stop system also provides access to a wide range of publicly- and privately-funded education, employment, training, and supportive services while also providing high-quality customer service to job seekers, workers, and businesses.

#### D.15 Pay-For-Performance Contract Strategies

If any subrecipients (Local Workforce Development Boards (LWDBs)) of the grant recipient elect to set aside funds for pay-for-performance (PFP) contract strategies under 20 CFR 683.520, a separate grant agreement must be created to administer these funds. The grant recipient must provide sufficient notice to the Grant Officer, through its FPO, of any LWDB's decision to reserve up to 10% of its total local Adult/Dislocated Worker or Youth allotment for PFP contract strategies so that a new grant agreement can be issued to cover those funds. The grant recipient should inform its FPO as soon as an amount to be reserved under this provision has been finalized.

#### D.16 Procurement

The Uniform Guidance (2 CFR 200.317) require States (as defined in 2 CFR 200.1) to follow the same procurement policies and procedures it uses for non-Federal funds. The state must comply with 2 CFR 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.327. The grant award recipient(s) must also follow the requirements regarding the competitive selection of One-Stop Operators at WIOA Sections 121(d) and 123.

## **Part E: Reporting, Audit, and Closeout**

### E.1 Reports

All ETA award recipients are required to submit quarterly financial and narrative progress reports for each award.

1. **Quarterly Financial Reports.** All ETA award recipients are required to report financial data on the ETA-9130 Financial Report. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31. A final financial report must be submitted no later than 45 calendar days after the quarter encompassing the award end date ends, or 45 calendar days after the completion of the quarter in which all funds have been expended, whichever comes first. A closeout report will be submitted during the closeout process. For additional guidance on ETA's financial reporting, reference TEGL 20-19 and ETA-9130 Financial Reporting Resources.

The instructions for accessing both the online financial reporting system and the HHS PMS can be found in the transmittal memo accompanying this NOA.

### E.2 Federal Funding Accountability and Transparency Act (FFATA or Transparency Act)

Applicable to grants and cooperative agreements:

1. Reporting of first-tier subawards.
  - a) *Applicability.* Unless the award recipient is exempt as provided in paragraph [4.] of this award term, the award recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph [5.] of this award term).
  - b) *Where and when to report.*
    - I. The Federal entity or Federal agency must report each obligating action described in paragraph [1.a.] of this award term to FSRS.gov.
    - II. For subaward information, the recipient must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
  - c) *What to report.* The award recipient must report the information about each obligating action that the submission instructions posted at FSRS.gov specify.
2. Reporting total compensation of recipient executives for non-Federal entities.
  - a) *Applicability and what to report.* The award recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if—
    - I. the total Federal funding authorized to date under this Federal award is equal to or exceeds \$30,000 and is subject to the Transparency Act, as defined in 2 CFR 170.320;
    - II. in the preceding fiscal year, the recipient received—

- (A) 80% or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
- III. The public does not have access to information on the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission (SEC) total compensation filings)
- b) *Where and when to report.* The award recipient must report executive total compensation described in paragraph [2.a.] of this award term:
- a. As part of your registration profile at SAM.gov.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Subrecipient Executives.
- a) *Applicability and what to report.* Unless the recipient is exempt as provided in paragraph [4.] of this award term, for each first-tier non-Federal entity subrecipient under this award, the award recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- I. in the subrecipient's preceding fiscal year, the subrecipient received—
    - (A) 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - II. The public does not have access to information on the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the SEC total compensation filings)
- b) *Where and when to report.* The award recipient must report subrecipient executive total compensation described in paragraph [3.a.] of this award term:
- I. To the recipient.
  - II. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October

1 and 31), the grant recipient must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions.

If, in the previous tax year, the award recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:

- a) Subawards; and
- b) The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions.

For purposes of this award term:

- a) *Federal Agency* means a Federal agency as defined in 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- b) *Non-Federal Entity* means all of the following, as defined in 2 CFR part 25:
  - I. A Governmental organization, which is a State, local government, or Indian tribe;
  - II. A foreign public entity;
  - III. A domestic or foreign nonprofit organization; and
  - IV. A domestic or foreign for-profit organization.
- c) *Executive* means officers, managing partners, or any other employees in management positions.
- d) *Subaward*:
  - I. This term is used as a legal instrument to provide support for the performance of any portion of the substantive project or program for which the grant recipient received this award and that the grant recipient as the recipient award to an eligible subrecipient.
  - II. The term does not include the grant award recipient's payment to a contractor, as defined in 2 CFR 200.331, for property and services needed to carry out the project or program.
  - III. A subaward may be provided through any legal agreement, including an agreement that the grant recipient or a subrecipient considers a contract.
- e) *Subrecipient* means a non-Federal entity or Federal agency that:
  - I. Receives a subaward from the grant award recipient under this award; and
  - II. Is accountable to the grant recipient for the use of the Federal funds provided by the subaward.
- f) *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - I. *Salary and bonus*.
  - II. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - III. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization, or medical reimbursement

- plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- IV. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - V. *Above-market earnings on deferred compensation which is not tax-qualified.*
  - VI. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

### E.3 Integrity and Performance Matters – FAPIIS

1. If the total value of the currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the award recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in Paragraph 2 of this award term and condition. This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by Section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. Proceedings about which the award recipient must report. Submit the information required about each proceeding that:
  - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
  - b. Reached its final disposition during the most recent 5-year period; and
  - c. Is one of the following:
    - I. A criminal proceeding that resulted in a conviction, as defined in Paragraph 5. of this award term;
    - II. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
    - III. An administrative proceeding, as defined in Paragraph 5. of this award term, that resulted in a finding of fault and liability and grant recipient payment of either monetary fine or penalty of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or
    - IV. Any other criminal, civil, or administrative proceeding if:
      - (A) It could have led to an outcome described in Paragraph 2.c.I, II, or III of this award term;
      - (B) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the grant recipient's part; and

(C) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting procedures. Enter in SAM, Entity Management area (formerly CCR), or any successor system, the FAPIIS information that SAM requires about each proceeding described in Paragraph 2 of this award term. The award recipient does not need to submit the information a second time under assistance awards that were received if the recipient already provided the information through SAM (formerly CCR) because the recipient was required to do so under Federal procurement contracts that the recipient was awarded.
4. Reporting frequency. During any period of time when the award recipient is subject to the requirement in Paragraph 1 of this award term, the award recipient must report FAPIIS information through SAM no less frequently than semiannually following the initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that the award recipient has not reported previously or to affirm that there is no new information to report.
5. Definitions. For purposes of this award term:
  - a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., SEC Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.
  - b. Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
  - c. Total value of currently active grants, cooperative agreements, and procurement contracts includes —
    - I. Only the Federal share of the funding under any award with a recipient cost share or match; and
    - II. The value of all options, even if not yet exercised.

#### E.4 Audits

Organization-wide or program-specific audits must be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance. DOL award recipients that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved DOL exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Audits of direct award recipients that are for-profit and foreign entities must be submitted directly to: USDOL ETA-OGM, Attn: Audit Resolution, 200 Constitution

Ave NW, Room N-4716, Washington, DC 20210. All other audit reports are submitted through the Federal Audit Clearinghouse

The recipient is prohibited from earning a profit resulting from the implementation of this cooperative agreement. As directed in 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance unless explicitly authorized in the Federal Award Terms. Additionally, the provision on profit only applies to WIOA Title 1 programs at 20 CFR 683.295

#### E.5 Audit Submission Deadline Extension Related to COVID-19

In OMB Memorandum M-20-17, OMB offered an extension of Single Audit submission deadlines for fiscal years ending June 30, 2020 to allow recipients and subrecipients a responsible transition to normal operations. This flexibility was extended through December 31, 2020 by OMB Memorandum 20-26.

In OMB Memorandum M-21-20, Appendix 3, Item IX, OMB has offered an additional extension of Single Audit submission deadlines for fiscal years ending June 30, 2021. Award recipients and subrecipients that have not yet filed their single audits with the Federal Audit Clearinghouse as of March 19, 2021, that have fiscal year-ends through June 30, 2021, may delay the completion and submission of the Single Audit reporting package, as required under 2 CFR 200.501 (Audit Requirements), to six (6) months beyond the normal due date. This extension does not require individual recipients and subrecipients to seek approval for the extension by the cognizant or oversight agency for audit; however, recipients and subrecipients should maintain documentation of the reason for the delayed filing.

#### E.6 Closeout/Final Year Requirements

At the end of the grant period, the award recipient will be required to close the grant with the ETA. The grant and cooperative agreement award recipient will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin when the period of performance ends. See ETA's Grant Closeout webpage for further information on the closeout process. The recipient's responsibilities at closeout may be found at 2 CFR 200.344. During the closeout process, the award recipient must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the required documentation is a NICRA or CAP issued by the award recipient's FCA. For those approved to utilize a de minimis rate for indirect costs, the grant agreement or cooperative agreement is sufficient documentation. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection.

The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the period of performance specified in this award (NOA) (2 CFR 2900.15).

## **Part F: National Policy and Restrictions**

### **F.1 Architectural Barriers**

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

### **F.2 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR Part 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award.

### **F.3 Drug-Free Workplace**

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 CFR 182 require that all award recipients receiving awards from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

### **F.4 Flood Insurance**

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

### **F.5 Intellectual Property Rights**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the grant award recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.

If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

The following language must be on all workforce products developed in whole or in part with grant funds:

*“This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL) 's Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”*

#### F.6 Promoting Equitable Delivery of Government Benefits and Equal Opportunity

The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, grant and cooperative award recipients must execute the terms and conditions of their award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Labor’s award recipients should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the grant award. Award recipients are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their grants in such a way to achieve equity.

The term “equity” means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with

disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

The term “underserved communities” refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of “equity.”

#### F.7 Personally Identifiable Information

The award recipient(s) must recognize and safeguard Personally Identifiable Information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in TEGL No. 39-11, Guidance on the Handling and Protection of PII.

#### F.8 Publicity

Pursuant to P.L. 117-103, Division H, Title V, Section 503, the award recipient is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

#### F.9 Telecommunications Prohibition

Award recipients must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020).

Award recipients, including grant and cooperative agreements, and subrecipients are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;

- Extend or renew a contract to procure or obtain; or

- 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).

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). Including telecommunications or video surveillance services provided by such entities or using such equipment and 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.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232 (section 889) and 2 CFR 200.471 for additional information.

#### F.10 Veterans' Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires award recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where an award recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the award recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Award recipients must comply with the DOL guidance on veterans' priority. ETA's TEGL No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

#### F.11 Waste, Fraud and Abuse

No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

#### F.12 Whistleblower Protection

All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of

the Federal Acquisition Regulation. The award recipient shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.

F.13 Executive Order 12928 - Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities

Pursuant to Executive Order (EO) 12928, the award recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

F.14 Executive Order 13043 - Increasing Seat Belt Use

Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the award recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

F.15 Executive Order 13166 - Improving Access to Services for Persons with Limited English Proficiency

As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, award recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to [LEP.gov](http://LEP.gov).

F.16 Executive Order 13513 - Federal Leadership On Reducing Text Messaging While Driving

Pursuant to EO 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, award recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or government-owned vehicles (GOV), or while driving privately-owned vehicles (POV) when on official Government business or when performing any work for or on behalf of the Government. Award recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

#### F.17 Executive Order 14005 - Ensuring the Future Is Made in All of America by All of America's Workers

Pursuant to EO 14005, Ensuring the Future Is Made in All of America by All of America's Workers, the award recipient agrees to comply with all applicable Made in America Laws (as defined in the EO), including the Buy American Act at 41 USC sections 8301-8305. For the purposes of this award, the grant and cooperative award recipient is required to maximize the use of goods, products, and materials produced in, and services offered in, the United States, in accordance with the Made in America Laws. No funds may be made available to any person or entity (including as a contractor or subrecipient of the award recipient) that has been found to be in violation of any Made in America Laws.

“Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured goods offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Public Law 66-261), also known as the Jones Act.

#### F.18 Salary and Bonus Limitations

Pursuant to P.L. 117-103, Division H, Title I, Section 105, award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the [OPM.gov](https://www.opm.gov) website. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including ETA programs. See [TEGL 5-06](#) for further clarification.

#### F.19 Harassment Prohibited

The grant recipient and any subrecipients are prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct

based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:

Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or

Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment from, or employment in the administration of or in connection with, any WIOA Title I-financially assisted program or activity; or

Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment.

Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

## **Part G: National Prohibitions and Other Restrictions**

### **G.1 Contracting with Corporations with Felony Criminal Convictions Prohibited**

The award recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

### **G.2 Contracting with Corporations with Unpaid Tax Liabilities Prohibited**

The award recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

### **G.3 Trafficking in Persons Prohibited**

1. This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

I. The award recipient, the award recipient's employees, subrecipients under this award, and subrecipients' employees may not—

- (A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or
- (B). Procure a commercial sex act during the period of time that the award is in effect; or
- (C). Use forced labor in the performance of the award or subawards under the award.

II. DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —

- (A). Is determined to have violated a prohibition in paragraph a.I of this award term; or
- (B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.I of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- I. Is determined to have violated an applicable prohibition in paragraph a.I of this grant award term; or
- II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.I of this grant award term through conduct that is either—
  - (A). Associated with performance under this award; or
  - (B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

- I. The award recipient must inform DOL/ETA immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.I of this grant award term.
- II. DOL/ETA right to terminate unilaterally that is described in paragraph a.II or b of this section:
  - (A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to DOL/ETA under this grant award.

III. The award recipient must include the requirements of paragraph a.I of this award term in any subaward the award recipient make to a private entity.

d. *Definitions.* For purposes of this award term:

I. "Employee" means either:

(A). An individual employed by the grant award recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(B). Another person engaged in the performance of the project or program under this grant award and not compensated by the grant recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

II. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or 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.

III. "Private entity":

(A). Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(B). Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

IV. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### G.4 Health Benefits Coverage for Contraceptives

Federal funds may not be used to enter in to or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

## G.5 Health Benefits Coverage for Abortions Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

## G.6 Fair Labor Standards Act Amendment for Major Disasters

Pursuant to P.L. 117-103, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

- “(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—
- (A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;
  - (B) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:
    - (i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
    - (ii) inspecting property damage or reviewing factual information to prepare damage estimates;
    - (iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
    - (iv) negotiating settlements; or
    - (v) making recommendations regarding litigation.
- (2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].
- (3) For purposes of this subsection—
- (A) the term ‘major disaster’ means any disaster or catastrophe declared or designated by any State or Federal agency or department;

(B) the term ‘employee employed to adjust or evaluate claims resulting from or relating to such major disaster’ means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and

(C) the term ‘affiliate’ means a company that, by reason of ownership or control of 25% or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.”

#### G.7 Lobbying/Advocacy Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

#### G.8 Blocking Pornography Required

Pursuant to P.L. 117-103, Division H, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

#### G.9 Privacy Act

No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

#### G.10 Procuring Goods Obtained Through Child Labor Prohibited

Pursuant to P.L. 117-103, Division H, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 20, 2019. DOL has identified these goods and services at ILAB’s [List of Products Produced by Forced or Indentured Child Labor](#) webpage.

### G.11 Promotion of Drug Legalization Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

### G.12 Public Communications – Certain Information Requirement

Pursuant to P.L. 117-103, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

### G.13 Purchase of Sterile Needles or Syringes Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

## **Part H: Attachments**

### H.1 Attachment A: SF-424

**Attachment A: SF-424**

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: 06/02/2022	4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____	
<b>State Use Only:</b>		
6. Date Received by State: _____	7. State Application Identifier: _____	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: New York Department of Labor		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 14-6013200	* c. UEI: GGD6N8XQ8LU8	
<b>d. Address:</b>		
* Street1: State Office Building Campus, Building 12	Street2: _____	
* City: Albany	County/Parish: _____	
* State: NY: New York	Province: _____	
* Country: USA: UNITED STATES	* Zip / Postal Code: 12240-0001	
<b>e. Organizational Unit:</b>		
Department Name: NYS Department of Labor	Division Name: D.E.W.S.	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: Mr.	* First Name: Christopher	
Middle Name: _____	* Last Name: White	
Suffix: _____	Title: Deputy Commissioner for Workforce Development	
Organizational Affiliation: _____		
* Telephone Number: 518-457-1072	Fax Number: _____	
* Email: christopher.white@labor.ny.gov		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

A: State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Employment and Training Administration

**11. Catalog of Federal Domestic Assistance Number:**

17.259

CFDA Title:

WIOA Youth Activities

**\* 12. Funding Opportunity Number:**

ETA-TEGL-9-21-YOUTH

\* Title:

Workforce Innovation and Opportunity Act (WIOA) Youth Activities Program Allotments for Program Year (PY) 2022.

**13. Competition Identification Number:**

ETA-TEGL-9-21-YOUTH

Title:

Workforce Innovation and Opportunity Act (WIOA) Youth Activities Program Allotments for Program Year (PY) 2022.

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

New York's PY 2022 WIOA Allotment for Youth Activities.  
Indirect Costs for this award are estimated at \$0.00.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="68,508,072.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="68,508,072.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

## SECTION 6

### TECHNICAL ADVISORY 21-06.01 THE NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY SCION) DISABILITY RESOURCE COORDINATOR (DRC) PILOT PROGRAM

New York State Department of Labor  
W. Averell Harriman State Office Campus  
Building 12, Room 440, Albany, NY 12240  
www.labor.ny.gov

**Workforce Development System  
Technical Advisory # 21-06.01  
April 14, 2023**

**To:** Workforce Development Community

**SUBJECT:** The New York Systems Change and Inclusive Opportunities Network (NY SCION) Disability Resource Coordinator (DRC) Pilot Program

**PURPOSE**

Notify Local Workforce Development Boards (LWDBs) of a five-year New York State (NYS) pilot program to fund the expansion of the DRC position to each Local Workforce Development Area (LWDA) and provide guidance to LWDBs on implementing the NY SCION program.

**POLICY**

Each LWDA participating in this pilot program must have at least one DRC on staff. Beginning in Year 2 of this program (January 1, 2023-December 31, 2023), each DRC must be dedicated to building capacity within the workforce development system to better serve individuals with disabilities, including individuals with intellectual, developmental, and other significant disabilities, ages 18 and older, and may also spend up to one-half (50%) of their time providing direct services to customers with disabilities.

The DRC position can be part-time (15-29 hours per week) or full-time (30 hours or more per week), and can be filled through hiring a new, or designating an existing, local staff person.

To assist with implementation, each LWDB will receive up to \$100,000 of State-level Workforce Innovation and Opportunity Act (WIOA) funds annually for five (5) consecutive years, from January 1, 2022 through December 31, 2026. New York City will receive up to \$500,000 annually to place up to five (5) DRCs; one for each borough. The program budget is not to exceed \$100,000 in total costs per year, or \$500,000 in the case of New York City. Additional information on allowable and unallowable costs under this program can be found in **Attachment A: New York Systems Change and Inclusive Opportunities Network (NY SCION) Allowable and Unallowable Costs**.

To coordinate and streamline funding across NYS to better serve individuals with disabilities, each LWDB not currently registered under the New York Employment Services System (NYESS) Administrative Employment Network (AEN) is strongly

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encouraged to do so. If not registering with the NYESS AEN, each LWDB must be registered with an AEN or be their own Employment Network.

## ACTION

- A. On an annual basis, LWDBs must provide the NYS Department of Labor (NYSDOL) with a revised implementation plan that outlines the core requirements of the DRC position within the LWDA, which may include, but will not be limited to:
1. Promoting systems change and developing a process to convene customer-driven Integrated Resource Teams (IRTs) in the LWDA to advance individuals with disabilities in their chosen education, employment, training, and/or career pathways goal(s);
  2. Conducting outreach to both customers and businesses to increase engagement and improve employment outcomes;
  3. Increasing the capacity of the Career Center and surrounding career pathway programs to serve individuals with disabilities;
  4. Identifying and leveraging multiple disability-related resources and partners including, but not limited to, the NYS Education Department's (NYSED) Adult Career and Continuing Education Services – Vocational Rehabilitation (ACCES-VR) and the Office of Children and Family Services/NYS Commission for the Blind (OCFS/NYSCB), to support collaboration around a job seeker's employment and/or training goal(s);
  5. Advising the workforce development system on how to effectively promote the participation of individuals with disabilities in existing career pathways systems and programs;
  6. Assisting and training the LWDB, Career Center staff, businesses, community colleges, and other training providers on topics including, but not limited to, rights under the Americans with Disabilities Act (ADA), Ticket to Work (TTW), accommodations, assistive technology, and assessments; and
  7. Developing and implementing a sustainability plan, including development of a local community asset map, of the NY SCION program in the LWDA beyond the initial five-year period of funding. A sample Sustainability Plan is available on the NYSDOL [website](#).

**Note:** While LWDBs may allow up to one-half (50%) of a DRC's work time to be spent on providing direct services to customers with disabilities, the remainder of their work time is required to be spent on the core DRC role of system capacity building. Any other incidental duties (e.g., occasional provision of direct services to customers without disabilities and attendance at special events) must not interfere with the activities described in the LWDB's Implementation Plan, as well as in the satisfactory performance of their core role as a DRC under NY SCION. Local areas

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that choose to hire a part-time DRC must explain how the DRC will prioritize the action steps described in their implementation plan in light of these reduced hours.

NYSDOL created a template for the implementation plan which has been included in this Workforce Development System Technical Advisory (WDS TA) as **Attachment B: New York Systems Change and Inclusive Opportunities Network (NY SCION) Implementation Plan**. Revised plans must be submitted annually by August 1 to [SpecialPopulations@labor.ny.gov](mailto:SpecialPopulations@labor.ny.gov).

### Local Community Asset Map

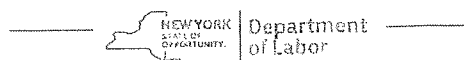
Local areas are being asked to develop a community asset map as a key deliverable of NY SCION. Asset mapping is a systematic process of cataloging key services, benefits, and resources within the community, such as organizational resources, physical space, institutions, associations, and elements of the local economy. A template for a draft local community asset map is available on NYSDOL's [website](#).

In addition to **Attachment B**, completed or revised local community asset maps must be submitted to [SpecialPopulations@labor.ny.gov](mailto:SpecialPopulations@labor.ny.gov) annually by August 1.

The goal of local community asset mapping is to document a community's existing assets, that must contribute to NY SCION activities, and which may include but are not limited to:

- **Education** – Childcare and preschool providers (0-5), K-12 school districts, colleges and universities, and public libraries;
- **Healthcare** – Hospitals/urgent care, private physicians, community health centers and free clinics, public health departments, substance abuse treatment and recovery providers, nursing homes, rehabilitation, and home health and hospice;
- **Cultural** – Museums, performing arts organizations, historical organizations, public spaces, community events and festivals, and media organizations;
- **Recreational** – School-based athletics and community education programs, community centers, parks and public recreation programs, walking/biking trails and sidewalks, non-profit recreation and fitness organizations, and private membership fitness clubs;
- **Food Systems** – Full-service grocery stores, community gardens, farmer's markets, restaurants with healthy food choices, and food-related organizations;
- **Public Safety** – Police and fire departments and environmental protection organizations;
- **Employment** – Large and small employers, self-employed and startups, unemployment and job-placement services, chambers of commerce, and business associations;

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- **Transportation** – Public transportation providers, health visit transportation providers, and regional transportation and land use planning;
- **Housing** – Homeless prevention and housing organizations, weatherization, home improvement and home safety programs, and rental housing landlords and developments; and
- **Organizational** – Informal groups and meetings, human services collaboratives, local charities, grant-makers, and foundations.

Identified assets should be organized by identifying the type of services provided.

For more information, please see the following three resources:

- [University of California, Los Angeles Center for Health Policy Research Section 1: Asset Mapping](#);
- [National Center for Farmworker Health, Inc. Community Asset Mapping Guide](#); and
- [Rural Health Information Hub – Rural Community Health Toolkit – Asset Identification](#).

B. A full description of the DRC position and its recommended minimum qualifications is included in **Attachment C: DRC Job Description**. Once hiring or designation takes place, the following will be required:

1. The DRC must partner with LWDA workforce development system stakeholders to develop, or join existing, IRTs to maximize collaboration and minimize the duplication of services to individuals with disabilities.

IRTs should be customer-led and comprised of stakeholders within the disability services community including, but not limited to: VR Counselors, VR service providers, Integrated Employment Specialists, Independent Living Center staff, job coaches, Business Services Representatives, businesses, and/or Veteran Services staff.

The purpose of this group will be to advance individuals with disabilities in their chosen education, employment, training, and/or career pathways goal(s). In areas where appropriate workgroups or IRTs already exist, this requirement can be satisfied by the DRC joining one or more of these groups and working with membership on the interventions and best practices described in **Attachment C**.

More information on IRTs can be found on the NYSDOL [website](#).

2. Each LWDB must be registered with the NYESS AEN, a separate AEN, or be their own Employment Network. Full details on NYESS AEN registration are posted on the NYSDOL [website](#).

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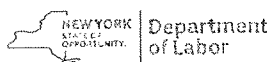
3. Timely One-Stop Operating System (OSOS), or other appropriate case management system, data entry to ensure required performance outcomes are met, both quantitative and qualitative, for individuals with disabilities and individuals receiving Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI).
  - a. Required quantitative performance measures for both groups of individuals will include, but not be limited to:
    - The six Workforce Innovation and Opportunity Act (WIOA) primary indicators of performance as detailed in WDS TA #18-6.2;
    - Total participants entering and completing career pathways training;
    - Total participants entering and completing a work experience;
    - Total participants receiving an industry-recognized/post-secondary certificate or credential;
    - Total participants entering unsubsidized employment; and
    - Number of entries on the NY SCION OSOS Custom Tab.
  - b. Required quantitative performance measures for individuals receiving SSI or SSDI will include, but not be limited to:
    - Tickets assigned to the LWDB;
    - Milestones achieved;
    - Outcomes achieved; and
    - TTW revenue generated.
  - c. Required qualitative performance outcomes and success stories will be submitted by the DRC as a quarterly report. NYSDOL developed a template for this report, included in this WDS TA as **Attachment D: NY SCION DRC Quarterly Report Template**.

#### **NY SCION OSOS Custom Tab**

All DRCs must have access to the NY SCION OSOS Custom Tab. Local areas have discretion to request access to the tab for any additional staff supporting the DRC (e.g., Employment Counselors, Labor Services Representative, county staff, and partners).

Any staff with access to the NY SCION OSOS Custom Tab must, at minimum, complete the "Disability Categories" section of the tab for every customer for whom they enter an activity, comment, or service into OSOS. This triggers an enrollment of a participant in NY SCION.

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NY SCION is a systems change project, and in order to effectively measure performance and systems change, local areas are strongly encouraged to also complete and/or update the NY SCION tab comprehensively and regularly for services provided to, and outcomes attained by, every customer with a disability seen by the DRC and/or staff supporting a DRC.

On at least a quarterly basis, DRCs must review case management system data on active customers with disabilities in their catchment area to ensure data fidelity. This includes information entered on the NY SCION OSOS Custom Tab. DRCs must provide training and technical assistance on the NY SCION OSOS Custom Tab to any local staff that have access to it, and these trainings must be documented in **Attachment D**.

**Note:** The NY SCION OSOS Guide was created not only to assist DRCs and staff in the completion of the NY SCION OSOS Custom Tab, but also to provide guidance on who should have access to the tab and under what circumstances staff with access should create and/or update the tab.

- C. LWDBs and DRCs must comply with NYSDOL's remote and/or onsite monitoring of the NY SCION program in accordance with the requirements of WDS TA #21-04: Monitoring – New York State Department of Labor (NYSDOL) Workforce Innovation and Opportunity Act (WIOA) Monitoring/Oversight of and Provision of Technical Assistance to Local Workforce Development Boards (LWDBs) and LWDB Responsibilities Relating to NYSDOL's Monitoring Process.

Additional information on monitoring and available monitoring guides can be found on the NYSDOL [website](#).

## BACKGROUND

The United States Department of Labor Employment and Training Administration (USDOL ETA) previously awarded NYSDOL four rounds of Disability Employment Initiative (DEI) funding to support DRCs in selected LWDBAs in NYS. These funds were used to implement activities targeted at improving education, training, and employment outcomes for individuals with disabilities who were unemployed, underemployed, and/or receiving Social Security disability benefits.

The purpose of the DEI was to expand the capacity of Career Centers to provide services to individuals with disabilities and to promote the use of existing career pathways to serve:

- Adults (ages 18 and older) with visible, non-visible, and significant disabilities, including those who have acquired disabilities in adulthood; and
- Youth (ages 14-24) with visible, non-visible, and significant disabilities, including those who have chronic health conditions.

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DEI projects focused on improvements needed to make existing career pathways systems fully inclusive of, and accessible to, individuals with disabilities. Examples of success stories from these DEI projects are available on the NYSDOL [website](#).

## REFERENCES

[USDOL WorkforceGPS DEI Front Line Resources for Disability Resource Coordinators](#)

[Minnesota DEI Project](#)

Training and Employment Notice (TEN) No. [24-18](#): Updated Promising Practices in Achieving Nondiscrimination and Equal Opportunity: A Section 188 Disability Reference Guide

WDS TA [#18-6.2](#): Primary Indicators of Performance for Titles I and III under the Workforce Innovation and Opportunity Act (WIOA)

WDS TA [#21-04](#): Monitoring – New York State Department of Labor (NYSDOL) Workforce Innovation and Opportunity Act (WIOA) Monitoring/Oversight of and Provision of Technical Assistance to Local Workforce Development Boards (LWDBs) and LWDB Responsibilities Relating to NYSDOL's Monitoring Process

## INQUIRIES

Please direct all questions regarding this WDS to [SpecialPopulations@labor.ny.gov](mailto:SpecialPopulations@labor.ny.gov).

## ATTACHMENTS

- A. New York Systems Change and Inclusive Opportunities Network (NY SCION) Allowable and Unallowable Costs
- B. New York Systems Change and Inclusive Opportunities Network (NY SCION) Implementation Plan
- C. Disability Resource Coordinator (DRC) Job Description and Recommended Minimum Qualifications
- D. New York Systems Change and Inclusive Opportunities Network (NY SCION) Disability Resource Coordinator (DRC) Quarterly Report

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## NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY SCION) ALLOWABLE AND UNALLOWABLE COSTS

### A. Allowable Costs include:

**Personnel:** Costs of wages or contracted compensation for the designated Disability Resource Coordinator (DRC) position only (staff position, salary of position including hourly rate, the percentage of each position's time devoted to the project, the amount of position's salary funded by the grant, and the total personnel cost for the period of performance).

**Fringe:** Amounts and percentages that comprise fringe benefit costs for the designated DRC position only such as health insurance, FICA, retirement, etc.

**Non-Personnel Services (NPS):** Allocated and direct NPS costs of the designated DRC position, including allocated monthly office space costs, purchases of office furniture and necessary devices for the DRC.

**Administration:** Not to exceed 10% of total grant expenditures, for local area level administrative costs per <https://www.ecfr.gov/current/title-20/chapter-V/part-683/subpart-B/section-683.215>. Included within Administrative costs is advertising for recruitment of the DRC position.

**Staff Training and Capacity Building:** Training for the designated DRC position to become fully trained and certified to provide work incentive counseling and benefits advisement; further training for the DRC to support them in their role of increasing capacity of the Career Center system to serve individuals with disabilities; and training for other local staff (e.g., Labor Services Representatives, Employment Counselors, County Staff) to increase their capacity to serve individuals with disabilities. Topics could include, but are not limited to:

- Disability Etiquette and Disability Awareness;
- The Americans with Disabilities Act (ADA) and other relevant laws;
- Reasonable accommodations and the ADA;
- Disability Disclosure;
- Accommodations and Assistive Technology;
- Digital and Document Accessibility Requirements;
- Introduction to Assistive Technology in the Workplace;
- Making the Business Case for Hiring People with Disabilities;
- Person-centered planning;
- Identity first/person first language; and
- Employment Supports in the Workplace.

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**Devices and Equipment:** Fall into two categories:

1. Assistive Technology (AT) and Adaptive Devices; and

AT helps an individual with a disability to perform activities related to life, work, or education independently. It is defined under Labor Law as any “product, device, or equipment, whether acquired commercially, modified or customized, that is used to maintain, increase, or improve the functional capabilities of individuals with disabilities.”

Examples of AT include:

- Magnifiers;
- Braille displays;
- Screen reading software;
- Notetaking systems;
- Amplified telephones;
- Phone with captioning;
- Mobile devices with texting or specialized apps; and
- Text-to-speech systems using Optical Character Recognition (OCR).

2. Other Devices or Equipment

Any other devices or equipment that have a clear and documented purpose that aligns with the vision of NY SCION. Examples include, but are not limited to:

- Devices to produce content related to marketing and outreach to customers with disabilities (e.g., camera, microphone, and editing software).

Devices and Equipment Limitations:

- Devices and equipment must be reasonable, allocable, and necessary for the project vision and scope;
- AT must be specifically purchased so that customers with disabilities can more easily access the services of the Career Center, or for DRCs who have requested a reasonable accommodation to perform the duties of their position;
- Purchases of \$5,000 or more qualify as equipment and will require review and pre-approval by NYSDOL, per Workforce Development System Technical Advisory #17-03: Renovation Costs and Equipment Acquisitions Utilizing Workforce Innovation and Opportunity Act (WIOA) Funds (May 1, 2017); and

- Special Populations Disability Unit (SPDU) will review cost quotes and justifications for purchases under \$5,000. Written approval must be obtained from SPDU prior to purchase.
  - For approval, Local Areas must provide:
    - A list and description of the AT; and
    - A detailed justification and cost quotes.

**B. Unallowable Costs include:**

- Supervision of the designated DRC position or program oversight. Local areas must identify other sources of funding (e.g., local formula WIOA dollars) for any supervision or oversight costs;
- Expenses prohibited under any other federal, state, or local law or regulation;
- Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);
- Costs of promotional items and memorabilia, including models, gifts, and souvenirs; and
- Outreach materials for customers.

**Note:** Customer outreach is allowable under local WIOA formula funds.

**C. PeopleSoft Codes Used for NY SCION Grant Revised Year Two (2):**

Account	Description in PS	Corresponds to:
511000	General	Non-Personnel Costs (including allocated monthly office space costs, purchases of office furniture and necessary devices for the DRC)
513100	Training - General	DRC Training, Staff Training and Capacity Building
516000	Administration	Administration
516100	Wages	DRC Wages including Contracted DRC costs
516101	Fringe	DRC Fringe
516102	Technology	Assistive Technology and Adaptive Devices for Customers
516103	Travel	DRC Travel
551000	Accrued General	Accrued Non-Personnel Costs (including allocated monthly office space costs, purchases of office furniture and necessary devices for the DRC)

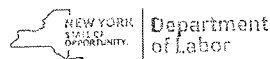
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553100	Accrued Training - General	Accrued DRC Training, Staff Training and Capacity Building
556000	Accrued Administration	Accrued Admin
556100	Accrued Wages	Accrued DRC Wages including Contracted DRC costs
556101	Accrued Fringe	Accrued DRC Fringe
556102	Accrued Technology	Accrued Assistive Technology and Adaptive Devices for Customers
556103	Accrued Travel	Accrued DRC Travel
591000	Obligated General	Obligated Non-personnel Costs (including allocated monthly office space costs, purchases of office furniture and necessary devices for the DRC)
593100	Obligated Training - General	Obligated DRC Training, Staff Training and Capacity Building
596000	Obligated Administration	Obligated Admin
596100	Obligated Wages	Obligated DRC Wages including Contracted DRC costs
596101	Obligated Fringe	Obligated DRC Fringe
596102	Obligated Technology	Obligated Assistive Technology and Adaptive Devices for Customers
596103	Obligated Travel	Obligated DRC Travel

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## **NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY SCION) IMPLEMENTATION PLAN**

### **Introduction**

The New York State Department of Labor (NYSDOL) is piloting the New York Systems Change and Inclusive Opportunities Network (NY SCION).

The mission of NY SCION is to improve the participation of individuals with disabilities, including individuals with intellectual and developmental disabilities, in workforce systems and improve their employment outcomes via a sustainable, job-driven, inclusive model that involves businesses and workforce demand.

The specific goals of the pilot are to:

1. Improve employment outcomes for individuals with disabilities, ages 18 and older, using existing training, career pathways, Integrated Resource Teams (IRTs), Ticket to Work (TTW), asset development, and other promising and proven interventions;
2. Expand available career services provided in the New York State (NYS) Career Center network to job seekers with disabilities;
3. Support and expand partnerships, collaboration, service coordination, and service delivery across multiple education, workforce, and disability systems; and
4. Support evaluation, sustainability planning, and implementation strategies including partnership development, business and funder outreach, and revenue identification.

Up to \$100,000 in available funds can be used to hire and support a new, or designate an existing, part-time (15-29 hours per week) or full-time (30 hours or more per week) Disability Resource Coordinator (DRC). The DRC role is described in greater detail in **Attachment C: Disability Resource Coordinator (DRC) Job Description and Recommended Minimum Qualifications**.

Local Workforce Development Boards (LWDBs) are being asked to demonstrate their **current** capacity to serve individuals with disabilities, as well as the gaps in strategy a DRC will help to address, through responses to the implementation and sustainability questions below. Revised plans must be submitted **annually** by August 1 to [SpecialPopulations@labor.ny.gov](mailto:SpecialPopulations@labor.ny.gov).

### **Program Delivery Description**

1. Describe current efforts to enroll individuals with disabilities ages 18 and older in career services that support career exploration, career advancement, and resource planning.

**Highlight strengths of the current strategy.**

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on designating a pre-existing staff to serve in role, please advise how this individual will now be able to address those gaps.

2. Describe current service delivery strategies targeted to individuals with disabilities and any recent efforts to improve their employment outcomes.

**Highlight strengths of the current strategy.**

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on designating a pre-existing staff to serve in role, please advise how this individual will now be able to address those gaps.

3. Describe current collaborations and/or partnerships with employment service providers to effectively meet the needs of businesses.

**Highlight strengths of the current strategy.**

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on designating a pre-existing staff to serve in role, please advise how this individual will now be able to address those gaps.

4. Describe current efforts to promote career pathways entry, benefits advisement, job placement, work experiences, and/or employment placement services for individuals with disabilities.

**Highlight strengths of the current strategy.**

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on designating a pre-existing staff to serve in role, please advise how this individual will now be able to address those gaps.

5. Describe current efforts to recruit and serve Social Security Administration (SSA) beneficiaries (e.g., recipients of Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI)) under the TTW Program in your capacity as a participating Employment Network under the New York Employment Services System (NYESS) Administrative Employment Network (AEN).

Please note: Under NY SCION, we strongly encourage every LWDB to be registered as an Employment Network (EN) under the NYESS AEN. If your area is not a participating EN – whether under the NYESS AEN, a separate AEN, or your own EN – please also answer question 6 below.

**Highlight strengths of the current strategy.**

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on designating a pre-existing staff to serve in role, please advise how this individual will now be able to address those gaps.

6. Each LWDB is required to be a participating EN – whether under the NYESS AEN, a separate AEN, or your own EN – under NY SCION. If the LWDB is not currently a participating EN, please provide a rough timeline and necessary action steps your area will take to become a participating provider by August 1, 2023. Please indicate “N/A” if your area already meets these criteria.

**IMPLEMENTATION PLAN**

LWDBs are being asked demonstrate capacity to expand services for individuals with disabilities ages 18 and older to create a Project Implementation Plan.

<b>OBJECTIVE #1</b>
<p><b>BUSINESS EDUCATION, OUTREACH, AND ENGAGEMENT STRATEGY</b></p> <ul style="list-style-type: none"> <li>• Describe any education and outreach that will be used to promote the value of recruiting, hiring, training, and retaining people with disabilities.</li>   <li>• Describe any strategy(ies) that will be used to develop relationships with businesses in in-demand, growth sectors to increase work-based learning and job placement opportunities for individuals with disabilities ages 18 and older.</li>   <li>• Describe any plans to adapt and modify policies and procedures to support business education, outreach, and engagement strategies.</li>   <li>• Describe evaluation and sustainability planning that will support continuation of the strategies outlined above.</li> </ul>
Policy Change (Y/N): Select One

<b>ACTION PLAN</b>				
Activity	Target Date	Resources Required	Lead Person/ Organization	Anticipated Product or Result


**OBJECTIVE #2**

**DISABILITY AWARENESS AND PROGRAM ACCESSIBILITY TRAINING STRATEGY**

- Describe any training that is or will be available to local staff and partners on disability etiquette, programmatic accessibility requirements under WIOA Section 188, and related requirements of the Americans with Disabilities Act (ADA).
- Describe any plans to adapt and modify policies and procedures to support disability awareness and program accessibility training.
- Describe any training that will support evaluation and sustainability planning and implementation.

**Policy Change (Y/N):** Select One

**ACTION PLAN**

Activity	Target Date	Resources Required	Lead Person/ Organization	Anticipated Product or Result

**OBJECTIVE #3**

**SKILL DEVELOPMENT, JOB RETENTION, AND CAREER PATHWAY TRAINING STRATEGY**

- Describe any training that is or will be available to individuals with disabilities and businesses to support skill development, job retention, and career entry and advancement.
  
- Describe any plans to adapt and modify policies and procedures to support skill development, job retention, and career pathway training for individuals with disabilities.

Policy Change (Y/N): Select One

**ACTION PLAN**

Activity	Target Date	Resources Required	Lead Person/ Organization	Anticipated Product or Result

**OBJECTIVE #4**

**COORDINATION STRATEGY**

- Describe any activities to coordinate employment services (e.g., career exploration, training, asset development, benefits advisement, job placement, work experiences, and other services) with other systems providers (e.g., Independent Living Centers, Mental Health, Disability, and other Community Organizations).
  
- Describe any activities to expand linkages between these organizations and programs including TTW-related activities.
  
- Describe activities to support sustainability planning and implementation for the above activities.

**Policy Change (Y/N):** Select One

**ACTION PLAN**

Activity	Target Date	Resources Required	Lead Person/ Organization	Anticipated Product or Result

**OBJECTIVE #5**

**SERVICE STRATEGY<sup>1</sup> EVALUATION AND SUSTAINABILITY**

- Describe the LDWB's service approach and implementation including products that will be managed and facilitated by the DRC.
- How will success be measured, including data collection? (e.g., skill gains, changes over time, long-term impacts).
- Describe strategies to support sustainability planning, including the retention of the DRC position and related services. (A sample sustainability plan is available on the NYSDOL [website](#) as a resource to guide your future work.)
- Describe plans to generate alternate revenue to support project continuation beyond the three-year pilot.
- Describe how the DRC will prioritize the systems change activities outlined in this implementation plan – particularly if the area has chosen to hire a part-time DRC.

**Policy Change (Y/N):** Select One

**ACTION PLAN**

<sup>1</sup> Outreach, intake, and orientation; assessment and program referral; supportive services; career planning and counseling; financial literacy and capability training; occupational skills training; on-the-job training; internships and work experiences

Activity	Target Date	Resources Required	Lead Person/ Organization	Anticipated Product or Result

## DISABILITY RESOURCE COORDINATOR (DRC) JOB DESCRIPTION AND RECOMMENDED MINIMUM QUALIFICATIONS

### A. Job Description

The DRC job description as outlined below was developed over time by the New York State Department of Labor (NYSDOL) and the United States Department of Labor Employment and Training Administration (USDOL ETA), in partnership with the Office of Disability Employment Policy (ODEP) and the National Disability Institute (NDI).

**The DRC position can be part-time (15-29 hours per week) or full-time (30 hours or more per week), and can be filled through hiring a new, or designating an existing, local staff person.**

DRCs should possess a strong belief that individuals with disabilities, including individuals with intellectual, developmental, and other significant disabilities, can and deserve to work in their communities.

DRCs should **not** function as case managers but should work toward systems change for individuals with disabilities, including individuals with intellectual, developmental, and other significant disabilities, by:

- Increasing the capacity of the Career Center and surrounding career pathways programs to serve individuals with disabilities;
- Identifying and leveraging disability-related resources and partners, including the NYS Education Department's (NYSED) Adult Career and Continuing Education Services – Vocational Rehabilitation (ACCES-VR) and the Office of Children and Family Services/NYS Commission for the Blind (OCFS/NYSCB), to support collaboration around a job seeker's employment and/or training goal(s);
- Advising the workforce development system on how to effectively promote the participation of individuals with disabilities in existing career pathways systems and programs;
- Assisting and training the Local Workforce Development Board (LWDB), Career Center staff, businesses, community colleges, and other training providers on such topics as rights under the Americans with Disabilities Act (ADA), Ticket to Work (TTW), accommodations, assistive technology, and assessments;
- Coordinating with career pathway programs' direct service delivery staff, including career coaches;
- Assisting in the recruitment of and outreach to individuals with disabilities and TTW eligible individuals to increase enrollments in Career Center services including participation in Career Pathways programs and funded Career Pathways training;
- Identifying career, training, and employment opportunities for individuals with disabilities using assessments;

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- Obtaining and maintaining a credential to provide benefits advisement and work incentive counseling to job seekers in receipt of Social Security Administration (SSA) benefits (e.g., Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI));
- Helping to expand the workforce development system's participation as an Employment Network (EN) under the TTW Program, including the assignment of appropriate Tickets to the Career Center under the New York Employment Services System (NYESS) Administrative Employment Network (AEN);
- Helping ensure that individuals with disabilities access all the different programs and services they need, including career and training services offered through the Career Centers to participate in existing career pathways programs;
- Facilitating an effective approach to leverage resources needed for individuals with disabilities to fully participate in existing career pathway programs and to achieve their employment and/or training goal(s);
- Supporting and facilitating the development of a sustainability plan and strategies that will continue the successful project components beyond the funding period. A sample sustainability plan is available on the NYSDOL [website](#); and
- Implementing sustainability planning through the project cycle, including partnership development, revenue identification, and through continuous evaluation of programmatic operations.

**Note:** As this is a system capacity building role, ideally no more than 50% of a DRC's work should be in the direct provision of services to job seekers. Local areas must ensure that the DRC, whether part-time or full-time, prioritizes systems change activities. These priorities must be documented in the local area's implementation plan (**Attachment B**).

Additional responsibilities of the DRC may include, but should not be limited to:

- Engaging stakeholders from multiple service delivery systems to enhance inclusive career pathway entry, advancement, and related outcomes;
- Coordinating career pathways services across disability-focused and generic agencies through local Integrated Resource Teams ([IRTs](#));
- Engaging businesses to increase awareness about the low cost of accommodations, making the business case for hiring individuals with disabilities, and providing work-based experiences, placements, and mentoring to improve employment outcomes;
- Ensuring local Career Centers are fully accessible for persons with disabilities. In addition to working with the disability community and partners in recruiting individuals to the Career Centers, the DRC also works to ensure the delivery of services is seamless by addressing physical, communication, and programmatic access issues;
- Assisting Equal Opportunity Officers (EOO) in the Career Center's physical, communication, and programmatic accessibility;

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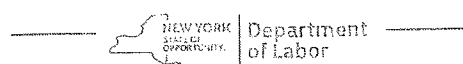
- Supporting collaboration between internal employees, businesses, and community partners to support project activities and long-term sustainability strategies; and
- Developing, implementing, evaluating, and monitoring sustainability activities to continue successful project components and support continuous quality improvements.

## B. Recommended Minimum Qualifications

Depending on the capacity building needs and systems change goals of each local area, LWDBs are given discretion as to the desired experience and qualifications of a potential DRC. NYSDOL recommends utilizing one or more of the following minimum qualifications when selecting a candidate:

- A background in one of the following fields: Human Services, Social Work, Special Education, or Vocational Rehabilitation;
- Bachelor's Degree (Master's preferred) in career development, counseling, education, psychology, occupational therapy, human services, vocational rehabilitation, or social work;
- Three to five years working with the underserved (e.g., individuals with disabilities, individuals with involvement in the criminal justice system, disadvantaged youth, low income individuals, English language learners);
- Knowledge of federal, state, and local laws, policy, and procedures relating to equal opportunity and non-discrimination employment of individuals with disabilities and other protected classes. In addition, knowledge on topics such as sustainability, customized employment, supported employment, intersectionality, and person-centered planning is preferred;
- Knowledge of SSA work incentives, and how work affects government benefits. Having credentials to provide work incentive counseling is preferred;
- Knowledge of local community agencies, providers, stakeholders, and other disability resources;
- Relevant program management experience in order to create, implement, and monitor sustainability strategies and continuous quality improvements;
- An ability to communicate with diverse stakeholders, including business leaders, customers in minority groups, and workforce development staff;
- Experience with grant writing and budget design, and a demonstrated track record on securing grant funding for project work;
- Strong oral and written communication skills;
- Strong knowledge of job search processes (e.g., resume/cover letter writing, interviewing skills, networking) and how to teach them to job seekers; and
- Computer and digital literacy with a strong ability to conduct remote meetings.

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## **NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY SCION) DISABILITY RESOURCE COORDINATOR (DRC) QUARTERLY REPORT**

Please identify only those activities performed during the reporting period.

**Date Submitted:**

**Reporting Period:**

**Prepared by:**

**LWDB:**

### **SECTION ONE – NARRATIVE SUMMARY OF ACTIVITIES**

*For categories 1-10 below, please summarize key activities and outcomes that address each topic. **Please only discuss activities that occurred during the quarter.** In addition, please:*

- Use your implementation plan as the basis for your reporting.
- If you are building on successes/events that took place in previous quarters, please include a brief status in your narrative to demonstrate progress made or challenges identified.
- Focus on activities and outcomes of activities that address systems change.
- Identify any new or innovative strategies undertaken or implemented.

*If there is nothing to report, that should be specified.*

#### **Partnerships and Collaborations**

1. New partnerships and/or collaborations. Specify the total number of new partnerships established during the previous quarter. Include any new workgroup (e.g., *Employment Resource Teams, or WIOA Disability Standing Committee*) or collaborative activities here.

#### **Career Pathways**

2. Career exploration and career pathways best practices (e.g., *creation of micro-credential programs in partnership with community colleges, development of accessible curriculum*). Include any training or work experience programs that have been created and/or expanded. Include the number of work experience placements that have led to unsubsidized employment.

## Service Delivery

3. Linking customers to partners and community resources through Integrated Resource Teams (IRTs). Please focus on activities that support occupational skills training, or those that support or lead to unsubsidized employment goals. Specify the total number of IRT meetings during the quarter that assisted customers with disabilities.
  
4. Customer employment outcomes that occurred during the quarter resulting from IRTs.
  
5. Customer training completed other than occupational skill training (*e.g., disability disclosure, Work Incentive Seminar Events (WISE), Americans with Disabilities Act, accommodations*). List number of trainings, as well as who facilitated and the audience that attended.
  
6. Staff capacity building (*e.g., staff training facilitated by DRC/providers, DRC professional development, NY SCION One-Stop Operating System (OSOS) Custom Tab training*). Please include training topics, who provided the training, a general description of the types of staff who received the training (*e.g., partner staff, front line staff, employment counselors*), and number trained.
  
7. Benefits advisement (*i.e., social security administration and other public benefits*) and work incentive counseling. Please include the number of participants to whom you are currently providing these services and a broad summary of those services (*e.g., beneficiaries using impairment related work expenses, opening ABLE accounts, participating in the Medicaid Buy-In Program*).
  
8. Promotion, marketing, and other activities related to the Ticket to Work Program.

### **Challenges/Barriers**

9. Describe any challenges or delays encountered during the reporting period and actions or plans to resolve them. Only describe significant challenges that may impede project progress.

### **Next Steps**

10. Describe any upcoming activities that will support and build upon the goals in your implementation plan.

## **SECTION TWO – SUSTAINABILITY**

For questions 1-3 below, please focus on how the activities above have led to sustainable systems change. You should use your implementation plan as a guide.

1. Based on your implementation plan and milestones/outcomes achieved this quarter, describe how you have assessed and/or evaluated progress toward intended goals. Further, describe how you have evaluated achievement of intended goals.
2. Please describe any project outcomes and goals from your implementation plan that have been changed.
3. Please describe any leveraged funding (e.g., grants, public/private funding) that has been secured, and include the number of funding sources and the total funds awarded or received.

### SECTION THREE – SUCCESS STORY<sup>1</sup>

*Please only provide exceptional examples of systems level change to policy and practice. If there is nothing to report, that should be stated.*

*Style reminders:*

- *Do not use case notes.*
- *Keep paragraphs short – no more than 5-6 sentences.*
- *Keep story to no more than two pages.*
- *Stick to the facts.*
- *Avoid using passive voice (e.g., “Trainings were provided.”). Use active voice (e.g., “X partner provided Y trainings to Z participants.”) and be clear about who is doing the action in every sentence.*
- *Include direct quotes if they strengthen the story.*
- *Limit use of acronyms. If you use acronyms, spell them out on first mention.*
- *Use plain language.*
- *Avoid jargon. Keep messages simple and concise.*
- *Avoid broad, sweeping statements (e.g., “A significant amount of money was saved”).*

1. Success Story Title:

2. Problem Overview:

*Self-Check – Have you:*

- *Described the problem being addressed and why it's important?*
- *Used data to frame the problem?*
- *Specified the affected population(s)?*

3. Program and/or Activity Description:

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<sup>1</sup> This template was adapted from Data Across Sectors for Health (DASH) – Multi-sector community health initiatives.

*Self-Check – Have you:*

- *Identified who was involved, including your partners?*
- *Described the program/activity that was implemented, including where and when it took place and how it addressed the problem?*
- *Identified the target audience of the program/activity?*
- *Described how the progress of the program/activity is evaluated?*
- *Stated how the grant contributed to the program/activity?*

4. Program and/or Activity Outcomes:

*Self-Check – Have you:*

- *Identified the short-term or intermediate outcomes that demonstrate how the program/activity addressed the problem (e.g., change in policy, use of curriculum, change in school-level practices, establishment of additional funding, etc.)?*
- *Provided a conclusion to the success story that avoids using broad, sweeping statements?*

# SECTION 7

## SUBRECIPIENT ATTESTATION

## NY Systems Change and Inclusive Opportunities Network (NY SCION) Subrecipient Attestation, Year 3, PY22

I \_\_\_\_\_ [NAME], in my capacity as  
 \_\_\_\_\_ [TITLE] and on behalf of  
 \_\_\_\_\_ [SUBRECIPIENT NAME], hereinafter referred to as "Subrecipient":

- Affirm and assert that the Subrecipient has received and reviewed Notice of Award/Obligation Subrecipient Agreement and associated attachments, hereinafter collectively referred to as the "Agreement", for the NY Systems Change and Inclusive Opportunities Network (NY SCION);
- Affirm that the Subrecipient possesses the capacity to fulfill all responsibilities identified in the Agreement and assume liability for funds received; and
- Agree to comply with all applicable federal and state statutes, regulations, and award terms and conditions as reflected in the Agreement.

*Signature of Chief Elected Official (CEO) or authorized signatory for the Local Workforce Development Area for fiscal reporting to NYS Department of Labor is required below.*

Date:	Signature:
Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Other <input type="checkbox"/>	Typed Name of Signatory:
Title:	
Address 1:	
Address 2:	
City:	
State:	Zip:
Phone:	E-mail:

**Submittal directions:** An original signature is not required for this attestation. Electronic signatures are acceptable. Please complete and save with digital signature (or print and scan). Email the Portable Document Format (PDF) to: [Dews.aers-taa@labor.ny.gov](mailto:Dews.aers-taa@labor.ny.gov) or [Sharie.FitzGibbon@labor.ny.gov](mailto:Sharie.FitzGibbon@labor.ny.gov)

If you prefer to mail the attestation with an original signature, please mail to:

NYS Department of Labor  
 Division of Employment & Workforce Solutions  
 Office of Workforce Investments  
 Gov. Harriman State Office Campus  
 Building 12, Room 440  
 Albany, NY 12240

# *Family and Human Services Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 17 - Town and Village of Fishkill	McHoul (VC)		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 22 - Beekman and Union Vale	Garito (C)		

Present: <u>12</u>	Resolution: <u>✓</u>	Total : <u>12</u>
Absent: <u>0</u>	Motion: <u>    </u>	Yes
Vacant: <u>0</u>		No
		Abstentions: <u>0</u>

2024024 AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE  
ADJUSTMENT ACT

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	<i>absent</i>	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23      Resolution: ✓      Total: 23      0  
 Absent: 2      Motion: —      Yes      No  
 Vacant: 0      Abstentions: 0

2024024 AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE ADJUSTMENT ACT

FEBRUARY 13, 2024

RESOLUTION NO. 2024025

RE: APPOINTMENT TO THE DUTCHESS COUNTY ENVIRONMENTAL  
MANAGEMENT COUNCIL

Legislators D'AQUANNI, TRUITT, HOUSTON, POLASEK, GARITO, PAOLONI,  
CASWELL, ROLISON, VERSACI, GORMAN, and FAUST offer the following and move its  
adoption:

WHEREAS, a vacancy exists on the Dutchess County Environmental Management  
Council due to an expired term, and

RESOLVED, that the Dutchess County Legislature does hereby appoint the following as  
a member of the Dutchess County Environmental Management Council for the term indicated:

Appointment  
David Mergendahl  
35 North Drive  
Red Hook, NY 12571

Term Expires  
June 30, 2025

APPROVED  
*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date 2-22-2024

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with  
the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the  
same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Rhugh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

Contact info: David Mergendahl  
35 North Dr  
Red Hook, NY 12571  
Email: [rhine300@yahoo.com](mailto:rhine300@yahoo.com)  
Cell: (845) 417-1106

Education: Graduated Rhinebeck Central School 1971

Skills: can run different types of equipment for snow removal and taking care of grounds.  
Basic computer knowledge  
Have a class B motor vehicle license with passenger endorsement.

Work experience: had many jobs in a few different areas in early years but was employed by Red Hook Central

School from 1985-til my retirement in 2017.

A: while I was employed there, I did a variety of jobs from custodial duties, courier, bus driver, to fully taking care of the grounds including all the athletic fields from 1998-2017 plus having to get my pesticide applicator license

General info: I have coached many different sports from a modified level which is grades 7&8 to D3 women's basketball at Bard College

Was a professional bowler for many years

I was inducted into the Dutchess/Putman Bowling Hall of fame in 1992.

Helped run a rec program in Red Hook

Interest(s): bird watching, gardening.

## *Environment Subcommittee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 1 – Town of Poughkeepsie	Gorman	YES	
District 3 – LaGrange	Polasek*		
District 4- Hyde Park/Town of Poughkeepsie	Lawler		
District 7 – Hyde Park/Pleasant Valley	Truitt*		
District 9 – City of Poughkeepsie	Atkins*		
District 16 – Fishkill/Beacon	Valdés Smith*		
District 24 – Dover/Pawling	House	YES	
District 25 - Amenia/Washington/Pleasant Valley/Village of Millbrook	Houston*		
* = Ex Officio			
Total:			

Recommendations: \_\_\_\_\_

Appointment to EMC

Date: 2/5/2024

## *Environment Subcommittee Attendance*

<i>District</i>	<i>Name</i>	<i>Present</i>	<i>Absent</i>	<i>Present /Late</i>
District 9 – City of Poughkeepsie	Atkins*			
District 1 – Town of Poughkeepsie	Gorman	A		
District 24 – Dover/Pawling	House	A		
District 25 - Amenia/Washington/Pleasant Valley/ Village of Millbrook	Houston*			
District 4- Hyde Park/Town of Poughkeepsie	Lawler			
District 3 – LaGrange	Polasek*			
District 7 – Hyde Park/Pleasant Valley	Truitt*			
District 16 – Fishkill/Beacon	Valdés Smith*			
* = Ex Officio				
Total:				

**Date: 2/5/2024**

# *Environment Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni (C)		
District 6 - Town of Poughkeepsie	Kaul		
District 13 - East Fishkill and Wappinger	Paoloni (VC)		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 24 - Dover and Pawling	House		

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u>    </u>	Yes <u>0</u>	No <u>    </u>
Vacant: <u>0</u>		Abstentions: <u>    </u>	

2024025 APPOINTMENT TO THE DUTCHESS COUNTY ENVIRONMENTAL  
MANAGEMENT COUNCIL

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	absent	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Doyer and Pawling	House		

Present:

23

Resolution: ✓

Total :

23

0

Absent:

0

Motion: \_\_\_\_\_

Yes

No

Vacant:

0

Abstentions: 0

2024025 APPOINTMENT TO THE DUTCHESS COUNTY ENVIRONMENTAL  
MANAGEMENT COUNCIL

FEBRUARY 13, 2024

RESOLUTION NO. 2024026

RE: APPOINTMENT TO CORNELL COOPERATIVE EXTENSION ASSOCIATION BOARD OF DIRECTORS

Legislators D'AQUANNI, TRUITT, HOUSTON, POLASEK, GARITO, PAOLONI, CASWELL, ROLISON, VERSACI, GORMAN, and FAUST offer the following and move its adoption:

WHEREAS, the Cornell Cooperative Extension Association Dutchess County ("Association") was created pursuant to the provisions of New York State County Law 224 (8)(b), as amended, and

WHEREAS, the Association is governed by a Constitution last dated effective on January 1, 2013, and

WHEREAS, the Association is governed by a Board of Directors, and

WHEREAS, in accordance with the Constitution, the Dutchess County Legislature is requested annually to appoint one legislator to serve as an ex-officio Director on the Association's Board of Directors, now, therefore, be it

RESOLVED, that the following person be appointed to the Cornell Cooperative Extension Association Board of Directors for the term specified below:

APPOINTMENT:

Chris Drago  
P.O. Box 383  
Stanfordville, NY 12581

TERM:

1/1/2024 – 12/31/2024

STATE OF NEW YORK

COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.

APPROVED

*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date

*Susan J. Serino*  
2/22/2024



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

# *Environment Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni (C)		
District 6 - Town of Poughkeepsie	Kaul		
District 13 - East Fishkill and Wappinger	Paoloni (VC)		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 24 - Dover and Pawling	House		

Present: <u>11</u>	Resolution: <u>✓</u>	Total :	<u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u>—</u>		Yes	No
Vacant: <u>0</u>		Abstentions:	<u>0</u>	

2024026 APPOINTMENT TO CORNELL COOPERATIVE EXTENSION ASSOCIATION  
BOARD OF DIRECTORS

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	absent	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23      Resolution: ✓      Total: 23      0  
 Absent: 2      Motion: —      Yes      No  
 Vacant: 0      Abstentions: 0

2024026 APPOINTMENT TO CORNELL COOPERATIVE EXTENSION ASSOCIATION BOARD OF DIRECTORS

FEBRUARY 13, 2024

RESOLUTION NO. 2024027

RE: REAPPOINTMENT AND APPOINTMENTS TO THE DUTCHESS COUNTY SOIL AND WATER CONSERVATION BOARD

Legislators D'AQUANNI, TRUITT, HOUSTON, POLASEK, GARITO, PAOLONI, CASWELL, ROLISON, VERSACI, GORMAN, and FAUST offer the following and move its adoption:

WHEREAS, vacancies exist or will exist on the Dutchess County Soil and Water Conservation Board by reason of the expiration of the terms of Legislator A. Gregg Pulver, Legislator Don Sagliano, and Tim Bontecou.

WHEREAS, Tim Bontecou has expressed an interest in being reappointed to said Board, and

WHEREAS, Legislator Deirdre A. Houston and Legislator Andrew J. House have expressed an interest in being appointed to said Board, now, therefore be it

RESOLVED, that the Dutchess County Legislature does hereby reappoint Tim Bontecou and appoint Legislator Deirdre A. Houston and Legislator Andrew J. House to the Dutchess County Soil and Water Conservation Board for the terms specified below:

**Reappointment**

Tim Bontecou  
(Non-Farm Landowner)

**Term Expires**

December 31, 2026

**Appointments**

Deirdre A. Houston  
(Legislator)

December 31, 2024

Andrew J. House  
(Legislator)

December 31, 2024

APPROVED  
*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date 2-22-2024

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

# *Environment Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni (C)		
District 6 - Town of Poughkeepsie	Kaul		
District 13 - East Fishkill and Wappinger	Paoloni (VC)		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 24 - Dover and Pawling	House		

Present: <u>11</u>	Resolution: <u>✓</u>	Total : <u>11</u> <u>0</u>
Absent: <u>1</u>	Motion: <u>    </u>	Yes <u>0</u> No
Vacant: <u>0</u>		Abstentions: <u>0</u>

2024027 REAPPOINTMENT AND APPOINTMENTS TO THE DUTCHESS COUNTY SOIL AND WATER CONSERVATION BOARD

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	absent	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23      Resolution: ✓      Total: 23      0  
 Absent: 2      Motion: —      Yes      No  
 Vacant: 0      Abstentions: 0

2024027 REAPPOINTMENT AND APPOINTMENTS TO THE DUTCHESS COUNTY SOIL AND WATER CONSERVATION BOARD

**FEBRUARY 13, 2024**

RESOLUTION NO. 2024028

RE: APPOINTMENTS TO THE DISTRICT 3 FISH AND WILDLIFE  
MANAGEMENT BOARD

Legislators D'AQUANNI, TRUITT, HOUSTON, POLASEK, GARITO, PAOLONI, CASWELL, ROLISON, VERSACI, GORMAN, and FAUST offer the following and move its adoption:

WHEREAS, pursuant to Article 11, Section 11-0501 of the Environmental Conservation Law of the State of New York, the Chairman of the Legislature shall appoint members to the District 3 Fish and Wildlife Management Board, subject to confirmation by the County Legislature, and

WHEREAS, vacancies exist on such board due to the expiration of the terms of John D. Metzger and Deirdre A. Houston, and

WHEREAS, Doug McHoul and Will Truitt have expressed interest in being appointed, now, therefore, be it

RESOLVED, Dutchess County Legislature does hereby ratify and confirm the appointments of Doug McHoul and Will Truitt, said terms commencing immediately and expiring as set forth below as members of the District 3 Fish and Wildlife Board:

<u>APPOINTMENTS</u>	<u>TERM ENDING</u>
Doug McHoul 12 Hoose Boulevard Fishkill, NY 12524 (County Legislative Representative)	12/31/25
Will Truitt 12 Wright Avenue Hyde Park, NY 12538 (County Legislative Representative - Alternate)	12/31/25

APPROVED  
*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date 2-22-2024

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

# *Environment Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni (C)		
District 6 - Town of Poughkeepsie	Kaul		
District 13 - East Fishkill and Wappinger	Paoloni (VC)		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 24 - Dover and Pawling	House		

Present: <u>11</u>	Resolution: <u>✓</u>	Total :	<u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u>    </u>		Yes	No
Vacant: <u>0</u>		Abstentions:	<u>0</u>	

2024028 APPOINTMENTS TO THE DISTRICT 3 FISH AND WILDLIFE MANAGEMENT BOARD

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	absent	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23      Resolution: ✓      Total: 23      0  
 Absent: 2      Motion: —      Yes      No  
 Vacant: 0      Abstentions: 0

2024028 APPOINTMENTS TO THE DISTRICT 3 FISH AND WILDLIFE MANAGEMENT BOARD

FEBRUARY 13, 2024

RESOLUTION NO. 2024029

RE: AMENDING THE 2024 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENTS OF PLANNING AND DEVELOPMENT (A.8020), COMMUNITY AND FAMILY SERVICES (A.6070) AND BEHAVIORAL AND COMMUNITY HEALTH (A.4320)

Legislators D'AQUANNI, TRUITT, HOUSTON, POLASEK, GARITO, PAOLONI, CASWELL, ROLISON, VERSACI, GORMAN, and FAUST offer the following and move its adoption:

WHEREAS, the Department of Planning and Development ("Planning") has allocated funds for the 2024 Agency Partner Grant ("APG") Program, and

WHEREAS, Planning desires to transfer a combined \$118,457 in APG program funds to the Department of Behavioral and Community Health ("DBCH") as DBCH oversees the County's special needs programming and services which is the focus of four of the 2024 APG-funded programs, and

WHEREAS, transferring such funds to DBCH will also reduce the administrative burden for both the County and the organization by consolidating the administration of a jointly funded program under a single department, and

WHEREAS, Planning desires to transfer APG funds in the amount of \$69,290 to the Department of Community & Family Services ("DCFS") as DCFS already funds and administers Exodus Transitional Community's Reentry Work Readiness program, and

WHEREAS, transferring such funds to DCFS will supplant an existing program, and will allow the County to leverage funding from New York State, while also reducing the administrative burden for both the County and the organization by consolidating the administration of a jointly funded program under a single department, and

WHEREAS, it is necessary to amend the 2024 Adopted County Budget to move the combined amount of \$187,747 in APG funds to the DBCH budget and DCFS budget, respectively, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2024 Adopted County Budget as follows:

APPROPRIATIONS

Decrease

A.8020.4413	Competitive Grant Program	<u>(\$187,747)</u>
		<u>(\$187,747)</u>

Increase

A.4320.75.4413	Competitive Grant Program	\$118,457
A.6070.4413	Competitive Grant Program	<u>\$ 69,290</u>
		<u>\$187,747</u>

CA-013-24  
LDF/rjw  
01/11/2024  
G-0179  
Fiscal Impact: See Attached

APPROVED

*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date 2-22-2024

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

Source of County Funds *(check one)*:  Existing Appropriations,  Contingency,  
 Transfer of Existing Appropriations,  Additional Appropriations,  Other *(explain)*.

Identify Line Items(s):

A.8020.4413  
A.4320.75.4413  
A.6070.4413

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

Request to amend the 2024 Adopted County Budget to transfer \$187,747 in funds from the Department of Planning & Development's Agency Partner Grant (APG) Program to the Departments of Community & Family Services (DCFS) and Behavioral & Community Health (DBCH). DBCH oversees the County's special needs programming and services which is the focus of four of the APG-awarded programs. Additionally, the movement of \$118,457 will reduce the administrative burden for both the county and the organization by consolidating the administration of a jointly funded program under a single department. In addition, DCFS already funds and administers Exodus Transitional Community's Reentry Work Readiness program. Transferring \$69,290 to supplant that existing program will allow the county to leverage funding from New York State, while reducing the administrative burden for both the county and the organization by consolidating the administration of a jointly funded program under a single department.

Prepared by: Bryan Cranna, Planning & Development

Prepared On: 01/08/2024

**SUE SERINO**  
COUNTY EXECUTIVE



**EOIN WRAFTER, AICP**  
COMMISSIONER

**DUTCHESS COUNTY GOVERNMENT**  
**DEPARTMENT OF PLANNING & DEVELOPMENT**

To: Chris Baiano, Assistant County Executive

From: Eoin Wrafter, Commissioner of Planning & Development *EW*

Date: January 9, 2024

Re: Proposed Legislative Resolution – February 2024

Attached for your review and consideration is a resolution request to amend the 2024 Adopted County Budget to transfer \$187,747 in funds from the Department of Planning & Development's Agency Partner Grant (APG) Program to the Departments of Community & Family Services (DCFS) and Behavioral & Community Health (DBCH).

DBCH oversees the County's special needs programming and services which is the focus of four of the APG-awarded programs. Additionally, the movement of \$118,457 will reduce the administrative burden for both the county and the organization by consolidating the administration of a jointly funded program under a single department.

In addition, DCFS already funds and administers Exodus Transitional Community's Reentry Work Readiness program. Transferring \$69,290 to supplant that existing program will allow the county to leverage funding from New York State, while reducing the administrative burden for both the county and the organization by consolidating the administration of a jointly funded program under a single department.

Specific details related to the agency funding awards, appropriations, and amounts are provided on the attached Resolution Request Form, Fiscal Impact Statement, and the 2024 Agency Partner Grant Program Amendments Summary.

Please contact me if you have any questions.

Attachments

C: Dutchess County Attorney's Office

# *Environment Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni (C)		
District 6 - Town of Poughkeepsie	Kaul		
District 13 - East Fishkill and Wappinger	Paoloni (VC)		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 24 - Dover and Pawling	House		

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2024029 AMENDING THE 2024 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENTS OF PLANNING AND DEVELOPMENT (A.8020), COMMUNITY AND FAMILY SERVICES (A.6070) AND BEHAVIORAL AND COMMUNITY HEALTH (A.4320)

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	absent	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23      Resolution: ✓      Total: 23      0  
 Absent: 2      Motion: —      Yes      No  
 Vacant: 0      Abstentions: 0

2024029 AMENDING THE 2024 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENTS OF PLANNING AND DEVELOPMENT (A.8020), COMMUNITY AND FAMILY SERVICES (A.6070) AND BEHAVIORAL AND COMMUNITY HEALTH (A.4320)

FEBRUARY 13, 2024

RESOLUTION NO. 2024030

RE: AMENDING THE 2024 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE HOUSING TRUST FUND AND THE DEPARTMENT OF PLANNING & DEVELOPMENT

Legislators D'AQUANNI, TRUITT, HOUSTON, POLASEK, GARITO, PAOLONI, CASWELL, ROLISON, VERSACI, GORMAN, FAUST, and JOHNSON offer the following and move its adoption:

WHEREAS, by Resolution 2022139, the Dutchess County Housing Trust Fund (the "Fund") was created, and a reserve account established, to provide a flexible funding source to aid in the implementation of a variety of affordable housing efforts for low- and moderate-income residents throughout the County, and

WHEREAS, the Fund's Housing Creation and Preservation Program (the "Program") awards loans to qualified applicants for the purpose of creating and/or preserving affordable rental housing in Dutchess County, the distribution of which may span multiple fiscal years, and

WHEREAS, the Commissioner of Planning & Development (the "Department") advises that certain projects under the Program are expected to proceed to contract execution and begin construction this year, as follows:

- 30-32 Smith Street Project in the City of Poughkeepsie;
- 9-13 Noxon Street Project in the City of Poughkeepsie; and
- Two Cross Street Project in the City of Beacon, and

WHEREAS, it is necessary to amend the 2024 Adopted County Budget to allow the Department to carry out its financial commitments under the Program, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2024 Adopted County Budget as follows:

APPROPRIATIONS

Increase

A.8020.87.4417	Housing Trust Fund	<u>\$3,831,134</u>
		<u>\$3,831,134</u>

REVENUES

Increase

A.9998.95110.14	Appropriated Res <del>approved</del> Housing Trust Fund	<u>\$3,831,134</u>
		<u>\$3,831,134</u>

CA-014-24  
LDF/tjw  
G-0179  
01/11/2024  
Fiscal Impact: See Attached  
STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE  
Date 2/22/2024

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wagner*  
LEIGH WAGNER, CLERK OF THE LEGISLATURE

# FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

## APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 3,831,134

Total Current Year Revenue \$ 3,831,134  
and Source

Source of County Funds (check one):  Existing Appropriations,  Contingency,  
 Transfer of Existing Appropriations,  Additional Appropriations,  Other (explain).

Identify Line Items(s):

A.9998.95110.14 +\$3,831,134

A.8020.87.4417 +\$3,831,134

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \$0  
Over Five Years: \$0

### Additional Comments/Explanation:

The Housing Trust Fund's Housing Creation and Preservation Program awards loans to qualified applicants for the purpose of creating and/or preserving affordable rental housing in Dutchess County, the disbursement of which may span multiple fiscal years. In order to allow for reimbursement of projects whose funds have been transferred to the reserve account, a budget amendment in the amount of \$3,831,134 from A.9998.95110.14 is requested to allow the Planning Department to carry out its financial commitments under the Program.

Prepared by: Heather LaVarnway, Planning and Development

Prepared On: 1/9/2024

**SUE SERINO**  
COUNTY EXECUTIVE



**EOIN WRAFTER, AICP**  
COMMISSIONER

**DUTCHESS COUNTY GOVERNMENT**  
**DEPARTMENT OF PLANNING & DEVELOPMENT**

To: Chris Baiano, Assistant County Executive

From: Eoin Wrafter, Commissioner of Planning and Development

Date: January 9, 2024

RE: Proposed Legislative Resolution – February 2024

Attached for your review and consideration is a resolution request to amend the 2024 Adopted County Budget to increase \$3,831,134 in A.9998.95110.14 which will transfer reserve funds to the budget, as well as an increase in line A.8020.87.4417 to pay for certain projects awarded under the Housing Trust Fund's Housing Creation and Preservation Program which are expected to proceed to contract execution and begin construction this year, as follows:

- 30-32 Smith Street in the City of Poughkeepsie
- 9-13 Noxon Street in the City of Poughkeepsie
- Two Cross Street in the City of Beacon

For background:

- 30-32 Smith Street involves the construction of a new 3-unit home in the City of Poughkeepsie which will include three 2-bedroom units at an affordability level ranging from 60%-80% AMI. Construction completion is slated for the end of 2024. We had requested funds for this project in 2023 but delays related to title clearance, which have been resolved, meant they were unable to execute the contract before the end of 2023; we do expect this to go to contract in 2024.
- 9-13 Noxon Street involves the rehabilitation of an existing 16-unit single-room occupancy (SRO) facility in the City of Poughkeepsie that is in dire need of improvements. Units serve a critical need as affordability levels range from 30%-50% AMI. Construction completion is anticipated for spring/summer 2025.
- Two Cross Street involves the rehabilitation of an existing Main Street building and construction of a new building to include 18 units 1- and 2-bedroom units at an affordability level ranging from 50%-120% AMI. Construction completion is anticipated for the end of 2025.

Specific details are provided on the attached Resolution Request Form and Fiscal Impact Statement. Please contact me if you have any questions.

C: Dutchess County Attorney's Office

# *Environment Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni (C)		
District 6 - Town of Poughkeepsie	Kaul		
District 13 - East Fishkill and Wappinger	Paoloni (VC)		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 24 - Dover and Pawling	House		

Present: <u>11</u>	Resolution: <u>✓</u>	Total :	<u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u>—</u>		Yes	No
Vacant: <u>0</u>		Abstentions:	<u>0</u>	

2024030 AMENDING THE 2024 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE HOUSING TRUST FUND AND THE DEPARTMENT OF PLANNING & DEVELOPMENT

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	absent	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23      Resolution: ✓      Total: 23      0  
 Absent: 2      Motion: —      Yes      No  
 Vacant: 0      Abstentions: 0

2024030 AMENDING THE 2024 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE HOUSING TRUST FUND AND THE DEPARTMENT OF PLANNING & DEVELOPMENT

**FEBRUARY 13, 2024**

RESOLUTION NO. 2024031

RE: APPOINTMENT TO STOP DWI POLICY PLANNING BOARD

Legislators FAUST, TRUITT, HOUSTON, POLASEK, GARITO, CASWELL, PAOLONI, ROLISON, VERSACI, D'AQUANNI, GORMAN, and JOHNSON offer the following and move its adoption:

WHEREAS, by Resolution No. 503 of 1985 the Dutchess County Legislature did approve a plan for the Stop DWI Program, and

WHEREAS, said plan provided for a Policy Planning Board of up to fifteen (15) members, six (6) of which shall be appointed by the County Executive and six (6) of which shall be appointed by the County Legislature, and

WHEREAS, the County Legislature adopted Resolution No. 23 of 1986 amending said plan so as to provide for a policy planning board of up to sixteen (16) members, six (6) of which shall be appointed by the County Executive and seven (7) which shall be appointed by the County Legislature, and

WHEREAS, vacancies exist on the Stop DWI Policy Planning Board, and

WHEREAS, Stephen M. Caswell has expressed interest in being appointed to the Stop DWI Policy Planning Board, now, therefore, be it

RESOLVED, that Stephen M. Caswell is hereby appointed to the Stop DWI Policy Planning Board:

Appointment

Stephen M. Caswell  
345 Judith Drive  
Stormville, NY 12582  
(Replacing Faye Garito)

County Legislator

APPROVED  
*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date 2-22-2024

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

# Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust (C)		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison (VC)		

Present: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion: —

Total: 12 0  
 Abstentions: 0 Yes No

2024031 APPOINTMENT TO STOP DWI POLICY PLANNING BOARD

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	absent	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present:	<u>23</u>	Resolution:	✓	Total :	<u>23</u>	<u>0</u>
Absent:	<u>2</u>	Motion:	_____		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2024031 APPOINTMENT TO STOP DWI POLICY PLANNING BOARD

FEBRUARY 13, 2024

RESOLUTION NO. 2024032

RE: AMENDING THE 2024 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DUTCHESS COUNTY SHERIFF'S OFFICE IN RELATION TO THE PURCHASE OF VARIOUS REPLACEMENT VEHICLES

Legislators FAUST, TRUITT, HOUSTON, POLASEK, GARITO, CASWELL, PAOLONI, ROLISON, VERSACI, GORMAN, and D'AQUANNI offer the following and move its adoption:

WHEREAS, the Dutchess County Sheriff (hereinafter referred to as "Sheriff") advises that there are fourteen (14) Dutchess County Sheriff's Office owned vehicles, which need to be replaced, and that some of these vehicles have already been removed from the fleet due to condition or damage and others will be removed from the fleet and auctioned upon receipt of replacement vehicles, and

WHEREAS, the American Rescue Plan Act of 2021 ("ARP") provided fiscal recovery funds ("Funds") to county governments, as well as other forms of government, for the purpose of alleviating the fiscal stress caused by the COVID-19 pandemic, and

WHEREAS, the 2023 Dutchess County Recovery Plan allocated \$2.3 million in ARP funding for the phase 1 design of an addition to Heritage Financial Park to help secure the County's minor league baseball team, the Hudson Valley Renegades, and

WHEREAS, that phase of the project was complete, costing only \$1.4 million, and the capital project was closed by the Legislature in Resolution 2023236 following its meeting on December 7, 2023, and a total of \$853,498 was reallocated to the "lost public sector revenue" category allowing a broad use to fund "government services", and

WHEREAS, the appropriation of the funds are critical for the replacement of the aforementioned vehicles, and

WHEREAS, this proposed project is a Type II action pursuant to Part 617.5 of the NYCRR ("SEQR"), and requires no further environmental review and will not have an adverse environmental impact, and

WHEREAS, in order to properly account for the replacement of the aforementioned vehicles as a capital project rather than paying through a bond, the County must establish a capital project account, and

WHEREAS, it is necessary for this Legislature to authorize the establishment of a new capital project account which pertains to these aforementioned vehicles, and

WHEREAS, it is necessary to amend the 2024 Adopted County Budget to establish a capital project account, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2024 Adopted County Budget as follows:

**APPROPRIATIONS**

Increase

H0631.3110.25.2300.05 Sheriff Motor Vehicles 5 Year \$843,000

**REVENUES**

Increase

H0631.3110.25.40890.04 Other Federal Aid American Rescue Plan (ARP) \$843,000

CA-018-24  
CEB/TJL/rjw  
1/19/2024; rev'd 1/26/24  
G-0224-A  
Fiscal Impact: See Attached.

APPROVED

*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date 2-22-2024

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wagner*  
LEIGH WAGNER, CLERK OF THE LEGISLATURE

# FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

## APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 843,000

Total Current Year Revenue \$ 843,000  
and Source

American Rescue Plan (ARP) Funds

Source of County Funds (check one):  Existing Appropriations,  Contingency,  
 Transfer of Existing Appropriations,  Additional Appropriations,  Other (explain).

Identify Line Item(s):

See Attached

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_

Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

The County will reallocate ARP funds, leftover from the stadium improvement design project, to these 14 Sheriff vehicles. The County's annual Dutchess Invests plan and Federal Reporting, will be revised to include this project, and the stadium project will be reduced as it was completed and closed out at the end of 2023. By using available ARP funds for these vehicles, the County will save an estimated \$78,000 in interest costs, \$8,000 in bond issue costs, as well as \$170,000 per year in debt service costs.

Prepared by: Jessica White, Budget Director

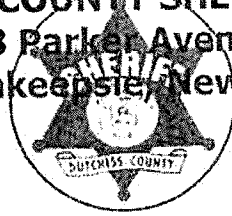
Prepared On: 1/17/2024

## 2023 Dutchess County Sheriff Vehicle Request

Requesting Department	Vehicle to be replaced	year	Marked or unmarked	Current Unit / Usage	Vehicle Type	Model	Current mileage	Condition Notes	Department	Marked or Unmarked	Current Unit / Usage	Replacement Vehicle Type	Model	Estimated Cost	
1	DCSO	5802	2012	unmarked	Patrol	4x4 SUV with Police upfit package	Chevy Tahoe	175,000	high mileage, continuous maintenance needed	DCSO	Marked	Patrol	4X4 MID SIZE SUV WITH FULL POLICE UPFIT PACKAGE	Explorer/Durango or equal	\$66,000
2	DCSO	6049	2015	marked	patrol	4x4 SUV with Police upfit package	Chevy Tahoe	165,000	high mileage, continuous maintenance needed	DCSO	Marked	Patrol	4X4 MID SIZE SUV WITH FULL POLICE UPFIT PACKAGE	Explorer/Durango or equal	\$66,000
3	DCSO	6035	2015	marked	Patrol	4x4 SUV with Police upfit package	Ford explorer	135,000	high mileage, continuous maintenance needed	DCSO	Marked	Patrol	4X4 MID SIZE SUV WITH FULL POLICE UPFIT PACKAGE	Explorer/Durango or equal	\$66,000
4	DCSO	6000	2014	marked	Patrol	4x4 SUV with Police upfit package	Chevy Tahoe	175,000	high mileage, continuous maintenance needed	DCSO	Marked	Patrol	4X4 MID SIZE SUV WITH FULL POLICE UPFIT PACKAGE	Explorer/Durango or equal	\$66,000
5	DCSO	5937	2013	marked	Patrol	4x4 SUV with Police upfit package	Chevy Tahoe	205,000	high mileage, continuous maintenance needed	DCSO	Marked	Patrol	4X4 MID SIZE SUV WITH FULL POLICE UPFIT PACKAGE	Explorer/Durango or equal	\$66,000
6	DCSO	6206	2018	marked	Patrol	4x4 SUV with Police upfit package	Ford Explorer	145,000	high mileage, continuous maintenance needed	DCSO	Marked	Patrol	4X4 MID SIZE SUV WITH FULL POLICE UPFIT PACKAGE	Explorer/Durango or equal	\$66,000
7	DCSO	5941	2013	marked	Patrol	4x4 SUV with Police upfit package	Chevy Tahoe	156,000	high mileage, continuous maintenance needed	DCSO	Marked	Patrol	4X4 MID SIZE SUV WITH LIMITED POLICE PACKAGE	Explorer/Equal with limited Police upfit	\$55,000
8	DCSO	6273	2019	marked	Patrol	4x4 SUV with Police upfit package	Dodge Durango	110,000	high mileage, continuous maintenance needed	DCSO	Unmarked	Investigations	4X4 MID SIZE SUV WITH LIMITED POLICE PACKAGE	Explorer/Equal with limited Police upfit	\$53,000
9	DCSO	4913	2003	marked	DCJ	Inmate transport	Chevy Van	95,000	high mileage, continuous maintenance needed	DCSO	Unmarked	Investigations	4X4 MID SIZE SUV WITH LIMITED POLICE PACKAGE	Explorer/Equal with limited Police upfit	\$53,000
10	DCSO	4658	2003	marked	DCJ	Inmate transport	Chevy Van	76,000	high mileage, continuous maintenance needed	DCSO	Unmarked	Investigations	4X4 MID SIZE SUV WITH LIMITED POLICE PACKAGE	Explorer/Equal with limited Police upfit	\$53,000
11	DCSO	5311	2006	marked	DCJ	Inmate transport	Ford Van	66,000	high mileage, continuous maintenance needed	DCSO	Unmarked	Investigations	4X4 MID SIZE SUV WITH LIMITED POLICE PACKAGE	Explorer/Equal with limited Police upfit	\$53,000
12	DCSO	5839	2012	marked	DCJ	4x4 marked K9	Chevy Tahoe	162,000	high mileage, continuous maintenance needed	DCSO	Unmarked	Logistics	HD 4x4 Truck with Police upfit package	F350 or equal to tow trailers	\$70,000
13	DCSO	5936	2013	marked	DCJ	Inmate transport	Chevy Tahoe	170,000	high mileage, continuous maintenance needed	DCSO	Unmarked	LEC-JTC TRANSPORTS	Passenger Van for transportation	Passenger van for staff transport	\$70,000
14	DCSO	6029	2015	unmarked	Patrol	4x4 SUV with Police upfit package	Chevy Tahoe	131,000	high mileage, continuous maintenance needed	DCSO	Marked	Patrol	AWD SUV with Police upfit package	Escape or equal	\$40,000


ESTIMATED TOTAL      \$843,000

**DUTCHESS COUNTY SHERIFF'S OFFICE**  
**108 Parker Avenue**  
**Poughkeepsie, New York**



**MEMORANDUM**

To: Sue Serino  
County Executive

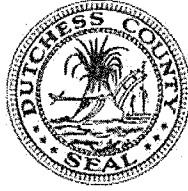
From: Kirk Imperati, Sheriff   
Sheriff's Office

Date: January 16, 2023

Re: 2023 Capital Vehicle Bond Request

The 2023 Capital Vehicle Bond Request includes \$843,000 of replacement vehicles for the Sheriff's Office. The vehicle request is for 14 replacement vehicles. Some vehicles to be replaced have been totaled or have been removed from service and auctioned upon receipt of the replacement vehicles.

**SUE SERINO**  
COUNTY EXECUTIVE



**JESSICA A. WHITE**  
BUDGET DIRECTOR

**DUTCHESS COUNTY GOVERNMENT**  
BUDGET OFFICE

**MEMO**

**TO:** Will Truitt, Chairman of the Legislature  
Stephen M. Caswell, Chairman, Budget, Finance & Personnel Committee

**FROM:** Jessica White, Budget Director *JW*

**SUBJECT:** Use of American Rescue Plan (ARP) Funds for Sheriff Vehicles

**DATE:** January 17, 2024

The current revised ARP Plan (6/2023) found here, allocated \$2.3 million to fund phase I design of an addition to Heritage Financial Park to help secure our minor league baseball team the Hudson Valley Renegades. This portion of the project has been completed, costing only \$1.4 million, and was closed out by the Legislature at its meeting on December 18, 2023, leaving a total of \$853,498 to reallocate.

This allocation was attributed to the "lost public sector revenue" category of funding allowing for broad use to fund "government services." The replacement of Sheriff vehicles can be covered under this category of ARP and County Executive Sue Serino will be revising the Dutchess Invests plan and annual Federal reporting in June to reflect this change.

By using available ARP funds for these vehicles, the County will save an estimated \$78,000 in interest costs, \$8,000 in bond issue costs, as well as \$170,000 per year in debt service costs as sheriff vehicles only have a 5 year useful life.

C: Leigh Wager, Clerk of the Legislature  
All Legislators

# Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust (C)		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison (VC)		

Present: 12                      Resolution: ✓                      Total : 12                      0  
 Absent: 0                              Motion:                                   Abstentions: 0                      Yes                      No  
 Vacant: 0

2024032 AMENDING THE 2024 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DUTCHESS COUNTY SHERIFF'S OFFICE IN RELATION TO THE PURCHASE OF VARIOUS REPLACEMENT VEHICLES

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	absent	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23      Resolution: ✓      Total: 23      0  
 Absent: 2      Motion:           Yes      No  
 Vacant: 0      Abstentions: 0

2024032 AMENDING THE 2024 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DUTCHESS COUNTY SHERIFF'S OFFICE IN RELATION TO THE PURCHASE OF VARIOUS REPLACEMENT VEHICLES

FEBRUARY 13, 2024

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2024033

RE: APPOINTMENT TO AUDIT REVIEW ADVISORY BOARD

Legislators CASWELL, TRUITT, HOUSTON, POLASEK, GARITO, McHOUL, PAOLONI, ROLISON, VERSACI, FAUST, D'AQUANNI, GORMAN, AND JOHNSON offer the following and move its adoption:

WHEREAS, pursuant to Resolution No. 117 of 1997, the Dutchess County Legislature created an Audit Review Advisory Board, and

WHEREAS, pursuant to the authorizing resolution, the Chairman of the Legislature has the power to appoint one member to the board, subject to confirmation by the Legislature, and

WHEREAS, the Chairman hereby appoints Ryan Travepiece to be a member of the Audit Review Advisory Board, now, therefore, be it

RESOLVED, that the Dutchess County Legislature confirms the appointment of Ryan Travepiece to the Audit Review Advisory Board for a term to expire on December 31, 2025, and hereby confirms the Chairman's appointment.

APPROVED

*Susan J. Serino*

SUSAN J. SERINO  
COUNTY EXECUTIVE

Date 2-22-2024

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

# *Budget, Finance, and Personnel Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		

Present: <u>12</u>	Resolution: <u>✓</u>	Total: <u>12</u>	<u>0</u>
Absent: <u>0</u>	Motion: <u>—</u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2024033 APPOINTMENT TO AUDIT REVIEW ADVISORY BOARD

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	<i>absent</i>	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23      Resolution: ✓      Total: 23      0  
 Absent: 2      Motion: —      Yes      No  
 Vacant: 0      Abstentions: 0

2024033 APPOINTMENT TO AUDIT REVIEW ADVISORY BOARD

FEBRUARY 13, 2024

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2024034

RE: APPOINTMENT TO THE DUTCHESS COUNTY JURY BOARD

Legislators CASWELL, TRUITT, HOUSTON, POLASEK, GARITO, PAOLONI, McHOUL, ROLISON, VERSACI, D'AQUANNI, GORMAN, and FAUST offer the following and move its adoption:

WHEREAS, there exists a vacancy on the Dutchess County Jury Board due to the Legislative term of Don Sagliano ending, and

WHEREAS, Deirdre A. Houston has expressed interest in being appointed to said committee, and

RESOLVED, that pursuant to Section 503 of the Judiciary Law, the Dutchess County Legislature does hereby appoint Legislator Deirdre A. Houston as a member of the Dutchess County Jury Board, and, be it further

RESOLVED, that the Clerk of the Dutchess County Legislature be and she is hereby authorized and directed to file a certified copy of this resolution in the Office of the Clerk of the County of Dutchess.

APPROVED

*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date 2-22-2024

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Beigh Wager*  
BEIGH WAGER, CLERK OF THE LEGISLATURE

# *Budget, Finance, and Personnel Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		

Present:	<u>12</u>	Resolution:	✓	Total :	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	—		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	absent	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23

Absent: 2

Vacant: 0

Resolution:

Motion:

Total: 23

Yes

No

Abstentions: 0

2024034 APPOINTMENT TO THE DUTCHESS COUNTY JURY BOARD

FEBRUARY 13, 2024

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2024035

RE: AMENDING RESOLUTION NO. 2022100 AS AMENDED BY RESOLUTION NO. 2022136, 2022206, 2023030, 2023113, AND 2023187 ESTABLISHING STANDARD WORKDAY FOR ELECTED AND APPOINTED OFFICIALS EFFECTIVE JANUARY 2022

Legislators CASWELL, TRUITT, HOUSTON, POLASEK, GARITO, PAOLONI, McHOUL, ROLISON, VERSACI, D'AQUANNI, GORMAN, and FAUST offer the following and move its adoption:

BE IT RESOLVED, that the County of Dutchess hereby establishes the following as standard workdays for elected and appointed officials and will report the following days worked to the New York State and Local Employee's Retirement System, based on the record of activities maintained and submitted by these officials to the clerk of this body: See attached schedule.

APPROVED

*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date 2-22-2024

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

TERM APPOINTMENTS OF ELECTED AND APPOINTED OFFICIALS

EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	DAYS/MONTH (Based on Record of Activities)	NOT SUBMITTED	PAY FREQUENCY
Page, Nick	County Legislator	1/1/2022-12/31/2023	6	1.78		Monthly

# *Budget, Finance, and Personnel Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		

Present: <u>12</u>	Resolution: <u>✓</u>	Total: <u>12</u>	<u>0</u>
Absent: <u>0</u>	Motion: <u>—</u>		Yes
Vacant: <u>0</u>		Abstentions: <u>0</u>	No

2024035 AMENDING RESOLUTION NO. 2022100 AS AMENDED BY RESOLUTION NO. 2022136, 2022206, 2023030, 2023113, AND 2023187 ESTABLISHING STANDARD WORKDAY FOR ELECTED AND APPOINTED OFFICIALS EFFECTIVE JANUARY 2022

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston	<input type="checkbox"/>	<input type="checkbox"/>
District 3 - LaGrange	Polasek	<input type="checkbox"/>	<input type="checkbox"/>
District 16 - Fishkill and Beacon	Valdés Smith	<input type="checkbox"/>	<input type="checkbox"/>
District 9 - City of Poughkeepsie	Atkins	<input type="checkbox"/>	<input type="checkbox"/>
District 1 - Town of Poughkeepsie	Gorman	<input type="checkbox"/>	<input type="checkbox"/>
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece	<input type="checkbox"/>	<input type="checkbox"/>
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	<input type="checkbox"/>	<input type="checkbox"/>
District 5 - Town of Poughkeepsie	D'Aquanni	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Kaul	<i>absent</i>	<input type="checkbox"/>
District 8 - City and Town of Poughkeepsie	Brendli	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Johnson	<input type="checkbox"/>	<input type="checkbox"/>
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	<input type="checkbox"/>	<input type="checkbox"/>
District 12 - East Fishkill	Metzger	<input type="checkbox"/>	<input type="checkbox"/>
District 13 - East Fishkill and Wappinger	Paoloni	<input type="checkbox"/>	<input type="checkbox"/>
District 14 - Wappinger and Town of Poughkeepsie	Versaci	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Wappinger	Faust	<input type="checkbox"/>	<input type="checkbox"/>
District 17 - Town and Village of Fishkill	McHoul	<input type="checkbox"/>	<input type="checkbox"/>
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	<input type="checkbox"/>
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	<input type="checkbox"/>	<input type="checkbox"/>
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	<input type="checkbox"/>	<input type="checkbox"/>
District 21 - East Fishkill	Caswell	<input type="checkbox"/>	<input type="checkbox"/>
District 22 - Beekman and Union Vale	Garito	<input type="checkbox"/>	<input type="checkbox"/>
District 23 - Pawling, Beekman and East Fishkill	Rolison	<input type="checkbox"/>	<input type="checkbox"/>
District 24 - Dover and Pawling	House	<input type="checkbox"/>	<input type="checkbox"/>

Present:

23

Resolution:

Total :

23

0

Absent:

Motion:

Yes

No

Vacant:

Abstentions: 0

2024035 AMENDING RESOLUTION NO. 2022100 AS AMENDED BY RESOLUTION NO. 2022136, 2022206, 2023030, 2023113, AND 2023187 ESTABLISHING STANDARD WORKDAY FOR ELECTED AND APPOINTED OFFICIALS EFFECTIVE JANUARY 2022

**FEBRUARY 13, 2024**

RESOLUTION NO. 2024036

RE: APPROVAL OF APPLICATION TO CORRECT TAX BILL  
AND TO ORDER THE LOCAL TAX COLLECTOR TO  
ISSUE A CORRECTED TAX BILL

APPLICANT: Golden & Golden Bldg Co Inc.  
P.O. Box 430  
Hyde Park, NY 12538

ACCOUNT NO.: 133200-6165-518167-0000

Legislators CASWELL, TRUITT, HOUSTON, POLASEK, GARITO, PAOLONI, McHOUL, ROLISON, VERSACI, D'AQUANNI, GORMAN, and FAUST offer the following and move its adoption:

WHEREAS, there is a special benefit assessment on the January 2024 County/Town tax roll for the Town of Hyde Park under the name of Golden & Golden Bldg Co Inc., Account No. 133200-6165-518167-0000, and

WHEREAS, the owner of said parcel, by application attached hereto, has applied for a correction of real property taxes based on an alleged clerical error, and

WHEREAS, pursuant to Section 554 of the Real Property Tax Law, the County Director of Real Property Tax Service Agency has investigated this claim, and it has been determined and certified by said Director that the tax bill, as issued, is incorrect due to the clerical error, and

WHEREAS, attached hereto is the written report of said Director together with her recommendation that the application be approved by the County Legislature, and

WHEREAS, the County Legislature has agreed that the clerical error does exist, now, therefore, be it

RESOLVED, that the application received January 5, 2024 relating to Account No. 133200-6165-518167-0000 for a correction of said tax bill is hereby approved, and be it further

RESOLVED, that the Clerk of the County Legislature be and she hereby is authorized and directed to send a copy of this resolution to the applicant and to the Town Tax Collector, directing said Tax Collector to issue a corrected tax bill as follows and attach a copy of this resolution to the warrant:

Municipality	Assessed Value	Exempt Amt.	Taxable Value	Corrected Tax
Dutchess County	2,834,000		2,834,000	\$16,379.84
Town of Hyde Park	2,834,000		2,834,000	20,232.05
Hyde Park Library	2,834,000		2,834,000	1,826.48
Roosevelt Fire Cons	2,834,000		2,834,000	8,859.46
Roosevelt Fire Debt S	2,834,000		2,834,000	1,256.35
DCWW Dev Com Zn B	99 units		99 units	38,198.16
			TOTAL:	\$86,752.34

and be it further

RESOLVED, that the Tax Collector be instructed to return the unpaid portion as being erroneous when the accounts are settled with the Commissioner of Finance at the expiration of the warrant, and be it further

RESOLVED, that the Commissioner of Finance be and hereby is authorized and directed to charge-back the erroneous taxes after settlement with the collector at the expiration of the warrant as follows:

A430 DCWW Dev Com Zn B (WZBCD) \$99,932.56  
Total:

CA-015-24  
CW/EMW/mb/rjw  
G-0194  
1/11/2024  
Fiscal Impact: None

APPROVED  
*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date 2-22-2024

STATE OF NEW YORK  
ss:  
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Hugh Wager*  
HUGH WAGER, CLERK OF THE LEGISLATURE

# FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

## APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

Source of County Funds (check one):  Existing Appropriations,  Contingency,  
 Transfer of Existing Appropriations,  Additional Appropriations,  Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

To correct a 2024 County/Town Tax Bill due to the miscalculation of the special assessment units.

No Fiscal Impact

Prepared by: Margaret Burns

Prepared On: January 9, 2024

**SUE SERINO**  
COUNTY EXECUTIVE




**HEIDI SEELBACH**  
COMMISSIONER  
**CATHERINE WEISSE**  
DIRECTOR

**DUTCHESS COUNTY GOVERNMENT**  
DEPARTMENT OF FINANCE  
REAL PROPERTY TAX SERVICES DIVISION

Date: January 9, 2024

To: Sue Serino, County Executive

From: Catherine Weisse, Director, RPTS 

Re: Resolution Request for February 13, 2024 Meeting

Please accept this memo along with my backup documentation as my request for a resolution for approval of a corrected tax bill.

Pursuant to RPTL §554(5), the tax levying body shall review applications filed by the property owner along with my investigative reports and either approve or deny the application. If the application is approved, they must make an order setting forth the corrected taxes and directing the officer having jurisdiction of the tax roll to make such correction.

# Dutchess County Real Property Tax Services

## Correction of Errors Investigative Report

Legal Description (Grid #): 133200-6165-04-518167-0000

Owner's Name: Golden & Golden Bldg Co Inc.

Mailing Address: P.O. Box 430 Hyde Park NY 12538

Property Location: 20 Crum Elbow Rd.

School District: Hyde Park Central School Dist Special District: \_\_\_\_\_

Total Assessed Value on roll: 2,834,000 Corrected to: Same

Taxable Assessed Value on roll: 2,834,000 Corrected to: Same

Exemptions and amounts, if applicable:

Amount Levied: \$186,684.90 Should be: \$86,752.34

Tax Bill Paid:  Yes  No

Error Claimed is defined in Real Property Tax Law §550:

- Subdivision 2, Paragraph E (clerical error)
- Subdivision 3, Paragraph \_\_\_\_\_ (error in essential fact)
- Subdivision 7, Paragraph \_\_\_\_\_ (unlawful entry)

Reason:

- Exemption was approved by assessor, but not entered on roll
- Exemption amount incorrectly calculated
- Assessed value on roll does not match assessor's final work product
- Structure did not exist on taxable status date or was present on another parcel
- Assessment based on incorrect acreage
- Parcel should be Wholly Exempt
- Parcel Misclassified as homestead or non-homestead
- Other: Special Benefit Units miscalculated. Property charged 358 units should have been 99 units

Recommendation:  **APPROVE APPLICATION**  **DENY APPLICATION**

Details:

It is recommended that the application for a correction of the 2023/24 County/Town tax bill be approved.

Investigator: Margaret Burns Director: Cathleen Weisse Date: 1/9/24



# Application for Corrected Tax Roll

**RP-554**  
(12/19)

RECEIVED

**Part 1 – General information:** To be completed in duplicate by the applicant.

JAN - 5 2024

Names of owners <b>Golden &amp; Golden Bldg Co Inc</b>		DC REAL PROPERTY TAX SERVICES	
Mailing address of owners (number and street or PO box) <b>PO Box 430</b>		Location of property (street address) <b>20 Crum Elbow Rd</b>	
City, village, or post office <b>Hyde Park</b>	State <b>NY</b>	ZIP code <b>12538</b>	City, town, or village <b>Hyde Park</b>
Daytime contact number <b>845-229-5546</b>	Evening contact number <b>845-392-5304</b>	Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) <b>133200-6165-04-518167-0000</b>	
Account number (as appears on tax bill) <b>07518167</b>		Amount of taxes currently billed <b>138,130.72</b>	
Reasons for requesting a correction to tax roll: <b>An error in calculation has occurred. Details are to be submitted by the special district.</b>			

I hereby request a correction of tax levied by WZBCD Dcww Dev Com Zn B for the year(s) 2024  
(County, city, village, etc.)

Signature of applicant 	Date <b>1/5/24</b>
----------------------------	-----------------------

**Part 2 – To be completed by the County Director or Village Assessor.** Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received <b>1/5/2024</b>	Period of warrant for collection of taxes <b>12/18/2023</b>
Last day for collection of taxes without interest <b>2/29/2024</b>	Recommendation <b>Approve application</b> <input checked="" type="checkbox"/> <b>Deny application</b> <input type="checkbox"/>
Signature of official 	Date <b>1/9/24</b>

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of \_\_\_\_\_ who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

**Part 3 – For use by the tax levying body or official designated by resolution \_\_\_\_\_:**  
(insert number or date, if applicable)

**Application approved** (mark an X in the applicable box):  
Clerical error       Error in essential fact       Unlawful Entry

Amount of taxes currently billed	Corrected tax
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

**Application denied** (reason): \_\_\_\_\_

Signature of chief executive officer, or official designated by resolution	Date
--	------

## Instructions

### General information

#### Where to send

Submit two copies of this application to the County Director of Real Property Tax Services (in Nassau and Tompkins Counties, submit to Chief Assessing Officer).

#### When to send

Submit the application only **before** the collection warrant expires.

#### Wholly exempt parcel

Attach statement signed by assessor or majority of board of assessors substantiating that assessor obtained proof that parcel should have been granted tax exempt status on tax roll.

### Payment requirements

You may pay without interest and penalties **only** if:

- the application was filed with the County Director on or before the last day that taxes may be paid without interest (see *Date application received* in Part 2); **and**
- you pay the corrected tax within eight days of the date on which the notice of approval is mailed to the applicant (see Part 3).

If either of these conditions is not satisfied, interest, penalties, or both must be paid on the corrected tax.

### For use by Collecting Officer:

Order from tax levying body received on \_\_\_\_\_ Date

Corrected tax due	Date tax roll corrected
Interest and penalties (if applicable)	Date tax bill corrected
Total corrected tax due	Date application and order added to tax roll
Date payment received	

Signature of collecting officer	Date
---------------------------------	------



RECEIVED

JAN - 5 2024

January 5, 2024

1 LaGrange Avenue  
Poughkeepsie, NY 12603  
(845) 486-3601  
Fax (845) 486-3656  
dcwwa@dutchessny.gov  
www.DCWWA.org

Golden & Golden Bldg Co Inc  
PO Box 430  
Hyde Park, NY 12538

DC REAL PROPERTY  
TAX SERVICES

Re: Form RP-554 Application for Corrected Tax Roll  
[https://www.tax.ny.gov/pdf/current\\_forms/orpts/rp554\\_fill\\_in.pdf](https://www.tax.ny.gov/pdf/current_forms/orpts/rp554_fill_in.pdf)  
20 Crum Elbow Rd - 133200-6165-04-518167-0000

Authority Board Members

**Thomas LeGrand**  
Chairperson

Dear Property Owner:

**Rudy Vavra**  
Vice-Chairperson

The purpose of this letter is to inform you of the status of the benefit assessment levied on the property referenced above.

**Lawrence R. Knapp**  
Treasurer

***Benefit Assessment***

**Dale Borchert**  
Board Member

The registered flow from two meters serves as the basis for the benefit assessment for this property. The undersigned has examined the assessment on the aforementioned parcel per your request. The accuracy of the meter readings has been verified; nevertheless, an application error involving the application of the wrong number of days was discovered during the examination. Both the original and updated assessment are shown in Figure I.

Ex officio Members

**Eoin Wrafter**  
Commissioner  
Dept. of Planning & Development

**Figure I**

**Brian Scoralick**  
Executive Director  
D.C. Soil & Water Conservation District

District Code as shown on Tax Bill	Benefit Units	Rate/Unit	Total	Status
WZBCD	358	\$385.84	\$138,130.72	Original
WZBCD	99	\$385.84	\$38,198.16	Correction

Legislative Liaison

**Will Truitt**  
County Legislature

**Correction and/or Refund(s)**

Staff

Should your present real estate tax bill remain outstanding, kindly fill out and send Form RP554 to the Dutchess County Real Property Tax Department at the following address, copying my office in the process.

**Michael J. Keating, P.E.**  
Executive Director

Burns, Margaret [mburns@dutchessny.gov](mailto:mburns@dutchessny.gov)  
Churins, Jonathan [jchurins@dutchessny.gov](mailto:jchurins@dutchessny.gov)

**Jonathan Churins**  
Deputy Director / Asset Manager

Completion of the RP554 will trigger the process to correct your tax bill.

I appreciate your patience in this situation. Should you have any questions please feel free to call me at 845-486-3624.

Sincerely,

*Jonathan Churins*

Jonathan Churins  
Deputy Director

Copy Micheal Keating, Executive Director, DCWWA  
Jessica McMahon, Treasurer, DCWWA

**IN PERSON PAYMENT**

Town Hall, 4383 Albany Post Rd  
Hyde Park, NY 12538  
Hours: Mon-Fri 8:30am-4:00pm  
After March 1st, call to confirm office hours.

**MAKE CHECKS PAYABLE TO:**  
Cindy C. Todd, Receiver of Taxes  
PO Box 2003  
4383 Albany Post Road  
Hyde Park, NY 12538  
845-229-5111 ext.120

STATEMENT OF COUNTY/TOWN TAXES				
TOWN OF HYDE PARK				
Page No.	Roll Sect.	SWIS Code	Bill No.	Sequence No.
1 of 1	1	133200	2355	1311
Fiscal Year		Warrant Dated	Bank Code	Account No.
1/1/2024 to 12/31/2024		12/18/2023		07518167
Estimated State Aid				
CNTY 101,752,159		TOWN 646,098		

Golden & Golden Bldg Co Inc  
PO Box 430  
Hyde Park, NY 12538-0430

**FOR YOUR INFORMATION**

Last day to pay without penalty: February 29, 2024. After this date see Penalty Schedule.

**SEE REVERSE SIDE FOR MORE INFORMATION**

PROPERTY IDENTIFICATION	
PARCEL ID	133200-6165-04-518167-0000
LOCATION	20 Crum Elbow Rd
ACREAGE	7.69
SCHOOL	Hyde Park CSD
PROPERTY CLASS	411 - Apartment

The assessor estimates the **Full Market Value** of this property as of July 1, 2022 was: 7,361,000  
The **Total Assessed Value** of this property is: 2,834,000  
The **Uniform Percentage of Value** used to establish assessments was: 38.50

For an explanation of the grievance process, please contact the local assessor and ask for the booklet entitled 'Contesting Your Assessment'. This booklet is also available from the Dutchess County Real Property Tax Service Agency or the NYS Office of Real Property Tax Services website at <http://www.tax.ny.gov/pdf/publications/orpts/grievancebooklet.pdf>. Please note that the period for filing complaints on the above assessment has passed.

Exemption	Value	Tax Purpose	Full Value Estimate	Exemption	Value	Tax Purpose	Full Value Estimate

PROPERTY TAXES					
Taxing Purpose	Total Levy	% Change in Levy from Prior Year *	Taxable Assessed Value or Units	Rates per \$1000 or per Units	Tax Amounts
County Tax	99,296,380	-0.1	2834,000.00	5.779759	16,379.84
Town Tax	6,878,250	0.4	2834,000.00	7.139042	20,232.05
Hyde Park Library	512,296	5.0	2834,000.00	644490	1,826.48
Roosevelt Fire Cons	1,894,945	12.7	2834,000.00	3.126134	8,859.46
Roosevelt F Debt Ser	192,606	-2.4	2834,000.00	443313	1,256.35
Dcww Dev Com Zn B			358.00	385.840000	138,130.72
					<b>38,198.16</b>

*Checked error 2/26*

\* This is the percent of increase or decrease of the current year's tax levy over the previous year's tax levy. This does not represent the total percent of your tax increase or decrease. The tax levy is the total amount to be raised by property taxes.

**TOTAL TAX DUE 2/29/2024 \$186,684.90**

Taxes paid by \_\_\_\_\_ CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. INCLUDE YOUR PHONE NUMBER ON YOUR CHECK. FOR A RECEIPT OF PAYMENT, RETURN THE ENTIRE BILL WITH PAYMENT.

Town of: Hyde Park  
School: Hyde Park CSD  
Property Address: 20 Crum Elbow Rd  
Golden & Golden Bldg Co Inc  
PO Box 430

**TOWN OF HYDE PARK  
RECEIVER'S STUB**

Bill No. 2355  
133200 6165-04-518167-0000  
Bank Code

PAYMENT SCHEDULE	
------------------	--



# *Budget, Finance, and Personnel Committee Roll Call*

	<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
	District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
	District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
	District 3 - LaGrange	Polasek*		
	District 16 - Fishkill and Beacon	Valdés Smith*		
	District 9 - City of Poughkeepsie	Atkins*		
	District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)		
	District 5 - Town of Poughkeepsie	D'Aquanni		
	District 8 - City and Town of Poughkeepsie	Brendli		
	District 10 - City of Poughkeepsie	Johnson		
	District 12 - East Fishkill	Metzger		
	District 17 - Town and Village of Fishkill	McHoul		
	District 21 - East Fishkill	Caswell (C)		
Present:	<u>12</u>	Resolution: <u>✓</u>	Total :	<u>12</u>
Absent:	<u>0</u>	Motion: <u>—</u>		<u>0</u>
Vacant:	<u>0</u>		Abstentions:	<u>0</u>
				Yes      No

2024036 APPROVAL OF APPLICATION TO CORRECT TAX BILL AND TO ORDER THE LOCAL TAX COLLECTOR TO ISSUE A CORRECTED TAX BILL – HYDE PARK

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	<i>absent</i>	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present:	<u>23</u>	Resolution:	<u>✓</u>	Total :	<u>23</u>	<u>0</u>
Absent:	<u>2</u>	Motion:	<u>—</u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2024036 APPROVAL OF APPLICATION TO CORRECT TAX BILL AND TO ORDER THE LOCAL TAX COLLECTOR TO ISSUE A CORRECTED TAX BILL – HYDE PARK

FEBRUARY 13, 2024

RESOLUTION NO. 2024037

RE: APPROVAL OF APPLICATION TO CORRECT TAX BILL  
AND TO ORDER THE LOCAL TAX COLLECTOR TO  
ISSUE A CORRECTED TAX BILL

APPLICANT: Jennifer and Justin Singer  
140 Deer Run Rd  
Red Hook, NY 12571

ACCOUNT NO.: 134889-6373-00-613937-0000

Legislators CASWELL, TRUITT, HOUSTON, POLASEK, GARITO, PAOLONI, McHOUL, ROLISON, VERSACI, D'AQUANNI, GORMAN, and FAUST offer the following and move its adoption:

WHEREAS, there is a School Tax Re-levy on the January 2024 County/Town Tax Roll for the Town of Red Hook, under the names of Jennifer and Justin Singer, Account No. 134889-6373-00-613937-0000, and

WHEREAS, the owner of said parcel, by application attached hereto, has applied for a correction of real property taxes on the basis of an alleged clerical error, and

WHEREAS, pursuant to Section 554 of the Real Property Tax Law, the County Director of Real Property Tax Service Agency has investigated this claim, and it has been determined and certified by said Director that the tax bill, as issued, is incorrect due to the clerical error, and

WHEREAS, attached hereto is the written report of said Director together with her recommendation that the application be approved by the County Legislature, and

WHEREAS, the County Legislature has agreed that the clerical error does exist, now, therefore, be it

RESOLVED, that the application received December 29, 2023 relating to Account No. 134889-6373-00-613937-0000 for a corrected tax bill is hereby approved, and be it further

RESOLVED, that the Clerk of the County Legislature be and she hereby is authorized and directed to send a copy of this resolution to the applicant and to the Town Tax Collector, directing said Tax Collector to issue a corrected tax bill as follows and attach a copy of this Resolution to the warrant:

Municipality	Assessed Value	Exempt Amt.	Taxable Value	Corrected Tax
Dutchess County	671,800		671,800	\$1,494.89
Town	671,800		671,800	1,065.53
Red Hook Library	671,800		671,800	90.82
Tivoli Library	671,800		671,800	50.45
Red Hook Fire Protection	671,800		671,800	255.26
			TOTAL:	\$2,956.95

and be it further

RESOLVED, that the Tax Collector be instructed to return the unpaid portion as being erroneous when the accounts are settled with the Commissioner of Finance at the expiration of the warrant, and be it further

RESOLVED, that the Commissioner of Finance be and hereby is authorized and directed to charge-back the erroneous taxes after settlement with the collector at the expiration of the warrant as follows:

A342 Allowance for Uncollectible Taxes	\$ 765.25
A440 Red Hook Central School District	\$10,932.20
TOTAL:	\$11,697.45

CA-016-24  
 CW/EMW/mb/rjw  
 G-0194  
 1/11/24  
 Fiscal Impact: None

APPROVED

*Susan J. Serino*

SUSAN J. SERINO  
 COUNTY EXECUTIVE

Date 2-22-2024

STATE OF NEW YORK  
 ss:  
 COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Lizbeth Wager*  
 LIZBETH WAGER, CLERK OF THE LEGISLATURE

# FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

## APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

Source of County Funds (check one):  Existing Appropriations,  Contingency,  
 Transfer of Existing Appropriations,  Additional Appropriations,  Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

To correct a 2024 County/Town Tax Bill due to an incorrect re-levy of a previously paid School tax bill.

No Fiscal Impact

Prepared by: Margaret Burns

Prepared On: January 9, 2024

**SUE SERINO**  
COUNTY EXECUTIVE



**HEIDI SEELBACH**  
COMMISSIONER

**CATHERINE WEISSE**  
DIRECTOR

**DUTCHESS COUNTY GOVERNMENT**  
DEPARTMENT OF FINANCE  
REAL PROPERTY TAX SERVICES DIVISION

Date: January 9, 2024

To: Sue Serino, County Executive

From: Catherine Weisse, Director, RPTS *ow*

Re: Resolution Request for February 13, 2024 Meeting

Please accept this memo along with my backup documentation as my request for a resolution for approval of a corrected tax bill.

Pursuant to RPTL §554(5), the tax levying body shall review applications filed by the property owner along with my investigative reports and either approve or deny the application. If the application is approved, they must make an order setting forth the corrected taxes and directing the officer having jurisdiction of the tax roll to make such correction.

# Dutchess County Real Property Tax Services

## Correction of Errors Investigative Report

Legal Description (Grid #): 134889-6373-00-613937-0000

Owner's Name: Jennifer And Justin Singer

Mailing Address: 140 Deer Run Rd. Red Hook NY 12572

Property Location: 140 Deer Run Rd.

School District: Red Hook Central School Dist. Special District: \_\_\_\_\_

Total Assessed Value on roll: 671,800 Corrected to: Same

Taxable Assessed Value on roll: 671,800 Corrected to: Same

Exemptions and amounts, if applicable:

Amount Levied: \$14,654.40 Should be: \$2,956.95

Tax Bill Paid:  Yes  No

Error Claimed is defined in Real Property Tax Law §550:

- Subdivision 2, Paragraph H (clerical error)
- Subdivision 3, Paragraph \_\_\_\_\_ (error in essential fact)
- Subdivision 7, Paragraph \_\_\_\_\_ (unlawful entry)

Reason:

- Exemption was approved by assessor, but not entered on roll
- Exemption amount incorrectly calculated
- Assessed value on roll does not match assessor's final work product
- Structure did not exist on taxable status date or was present on another parcel
- Assessment based on incorrect acreage
- Parcel should be Wholly Exempt
- Parcel Misclassified as homestead or non-homestead
- Other: School tax bill incorrectly re-levied.

Recommendation:  APPROVE APPLICATION  DENY APPLICATION

Details:

It is recommended that the application for a corrected 2023/24 County/Town tax bill be approved.

Investigator: Margaret Burns Director: Cathy Wines Date: 1/9/24



# Application for Corrected Tax Roll

# RP-554

(12/19)

### Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners <b>Jennifer &amp; Justin Singer</b>	
Mailing address of owners (number and street or PO box) <b>140 Deer Run Road</b>	Location of property (street address) <b>140 Deer Run Rd</b>
City, village, or post office <b>Red Hook</b>	State <b>NY</b>
ZIP code <b>12572</b>	City, town, or village <b>Red Hook</b>
Daytime contact number <b>845-987-2703</b>	Evening contact number <b>845-800-0726</b>
Account number (as appears on tax bill)	Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) <b>134889-6373-00-613937-0000</b>
Amount of taxes currently billed	
Reasons for requesting a correction to tax roll: <b>school tax payment made timely</b>	

I hereby request a correction of tax levied by Red Hook for the year(s) 2024  
(County, city, village, etc.)

## RECEIVED

Signature of applicant <i>Justin Singer</i>	Date <b>12-22-23</b>
--	-------------------------

DEC 29 2023

DC REAL PROPERTY TAX SERVICES

### Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received <b>12/29/23</b>	Period of warrant for collection of taxes <b>12/18/2023</b>
Last day for collection of taxes without interest <b>2/29/2024</b>	Recommendation <b>Approve application</b> <input checked="" type="checkbox"/> <b>Deny application</b> <input type="checkbox"/>
Signature of official <i>Cathy Weise</i>	Date <b>1/9/24</b>

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of \_\_\_\_\_ who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

### Part 3 – For use by the tax levying body or official designated by resolution \_\_\_\_\_ (insert number or date, if applicable)

Application approved (mark an X in the applicable box):

Clerical error  Error in essential fact  Unlawful Entry

Amount of taxes currently billed	Corrected tax
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

Application denied (reason): \_\_\_\_\_

Signature of chief executive officer, or official designated by resolution	Date
--	------

## Instructions

### General information

#### Where to send

Submit two copies of this application to the County Director of Real Property Tax Services (in Nassau and Tompkins Counties, submit to Chief Assessing Officer).

#### When to send

Submit the application only **before** the collection warrant expires.

#### Wholly exempt parcel

Attach statement signed by assessor or majority of board of assessors substantiating that assessor obtained proof that parcel should have been granted tax exempt status on tax roll.

### Payment requirements

You may pay without interest and penalties **only** if:

- the application was filed with the County Director on or before the last day that taxes may be paid without interest (see *Date application received* in Part 2); **and**
- you pay the corrected tax within eight days of the date on which the notice of approval is mailed to the applicant (see Part 3).

If either of these conditions is not satisfied, interest, penalties, or both must be paid on the corrected tax.

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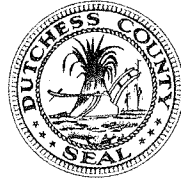
### For use by Collecting Officer:

Order from tax levying body received on \_\_\_\_\_  
Date

Corrected tax due	Date tax roll corrected
Interest and penalties (if applicable)	Date tax bill corrected
Total corrected tax due	Date application and order added to tax roll
Date payment received	

Signature of collecting officer	Date
---------------------------------	------

**SUE SERINO**  
COUNTY EXECUTIVE



**HEIDI SEELBACH**  
COMMISSIONER

**DUTCHESS COUNTY GOVERNMENT**  
DEPARTMENT OF FINANCE

**RECEIVED**

JAN - 9 2024

DC REAL PROPERTY  
TAX SERVICES

**MEMORANDUM**

**TO:** Catherine Weisse, Director of Real Property Tax Services

**FROM:** Jessica Lorant, Deputy Commissioner of Finance *JL*

**RE:** Correction of School Relevy – 134889-6373-00-613937-0000

**DATE:** January 8, 2024

On December 15, 2023, the Commissioner of Finance's office received a payment for delinquent school tax for the above-referenced parcel. This payment came in with a timely postmark but not in time to remove it from the school relevy list. My office did deposit the check and it has cleared the bank.

I am requesting that the January 2024 tax bill be corrected to remove the relevied school amount.

**Red Hook Central School District**  
**9 Mill Road, Red Hook, New York 12571 (845) 758-2241**  
**Tax Certification**

**Tax Year: 2023      School Tax**  
**Fiscal Year Ending 6/30/2024**

Property Location: 140 Deer Run Rd  
 SWIS Code: 134889      Red Hook  
 Tax Map # 6373-00-613937-0000  
 Bill # 003008  
 School Code: 134801  
 Liber / Page:

Property Mittleman Harold  
 Owner(s): Mittleman Joanne  
 140 Deer Run Rd  
 Red Hook, NY 12571

**Tax balance Due does NOT include any accrued late fees. Please contact Kristie L. Lukach at (845) 758-2241 for an exact Tax Balance Due.**

Tax Amount:	10,717.84
Tax Paid:	0.00
<b>Tax Balance Due:</b>	<b>10,717.84</b>

**Send Payments to: Kristie L. Lukach, 9 Mill Road, Red Hook, NY 12571**

Tax Code	Tax Description	Tax Levy	Taxable Value	Rate / 1000	Tax Amount
001	School Taxes	38,360,367	671,800	16.953492	11,389.36
002	Red Hook Lib	208,400	671,800	0.092103	61.87
003	Tivoli Library	90,300	671,800	0.039908	26.81

This is to certify the following information which is contained in the official Real Property Tax Records of the Red Hook Central School District.

Paid On	Paid By	Check #	Tax Paid	Fee Paid
No payments have been received against the Tax Balance Due				

Kristie L. Lukach  
 Tax Collector

Last Updated: 12/19/23 08:28 AM

**IN PERSON  
PAYMENT**

Red Hook Town Hall DROPBOX  
7340 South Broadway  
Red Hook, NY 12571.  
M-F 9am-4pm CASH-BY-APPT  
PAY ONLINE: [www.redhookny.gov](http://www.redhookny.gov)

**MAKE CHECKS PAYABLE TO:**

Deanna Cochran, Tax Receiver  
MAIL TO: Town of Red Hook  
P.O. Box 1655  
Buffalo, NY 14240-1655  
845-758-4606

Mittleman Harold  
Mittleman Joanne  
140 Deer Run Rd  
Red Hook, NY 12571

**STATEMENT OF COUNTY/TOWN TAXES  
TOWN OF RED HOOK**

Page No.	Roll Sect.	SWIS Code	Bill No.	Sequence No.
1 of 1	1	134889	3036	2440
Fiscal Year		Warrant Dated	Bank Code	Account No.
1/1/2024 to 12/15/2024		12/18/2023		15613937
Estimated State Aid				
CNTY 101,752,159		TOWN 504,838		

**FOR YOUR INFORMATION**

Last day to pay without penalty: February 29, 2024. After this date see Penalty Schedule.

**SEE REVERSE SIDE FOR MORE INFORMATION**

**PROPERTY IDENTIFICATION**

<b>PARCEL ID</b>	134889-6373-00-613937-0000
<b>LOCATION</b>	140 Deer Run Rd
<b>ACREAGE</b>	3.00
<b>SCHOOL</b>	Red Hook CSD
<b>PROPERTY CLASS</b>	210 - 1 Family Res

The assessor estimates the **Full Market Value** of this property as of July 1, 2022 was: 671,800  
The **Total Assessed Value** of this property is: 671,800  
The **Uniform Percentage of Value** used to establish assessments was: 100.00

For an explanation of the grievance process, please contact the local assessor and ask for the booklet entitled 'Contesting Your Assessment'. This booklet is also available from the Dutchess County Real Property Tax Service Agency or the NYS Office of Real Property Tax Services website at <http://www.tax.ny.gov/pdf/publications/orpts/grievancebooklet.pdf>. Please note that the period for filing complaints on the above assessment has passed.

Exemption	Value	Tax Purpose	Full Value Estimate	Exemption	Value	Tax Purpose	Full Value Estimate

**PROPERTY TAXES**

Taxing Purpose	Total Levy	% Change in Levy from Prior Year *	Taxable Assessed Value or Units	Rates per \$1000 or per Units	Tax Amounts
County Tax	99,296,380	-0.1	671,800.00	2.225197	1,494.89
Town Outside Tax	1,943,448	-0.8	671,800.00	1.586079	1,065.53
Red Hook Library	225,000	0.0	671,800.00	.135185	90.82
Tivoli Library	125,000	0.0	671,800.00	.075103	50.45
Red Hook Fire Prot	497,241	3.5	671,800.00	.379964	255.26
Ret 2023 School Tax			0.00		11,697.45

\* This is the percent of increase or decrease of the current year's tax levy over the previous year's tax levy. This does not represent the total percent of your tax increase or decrease. The tax levy is the total amount to be raised by property taxes.

Taxes from one or more prior levies remained due and owing when this statement of taxes was prepared. Contact the County Commissioner of Finance at 45-486-2025 for amount in arrears and payment information. Continued failure to pay all taxes levied against this tax parcel will result in loss of the property.

**PENALTY SCHEDULE**

If Paid Between	Amount	Penalty/Interest	Total Due
Today - 2/29/2024	14,654.40	0.00	\$14,654.40
3/1/2024 - 3/31/2024	14,654.40	293.09	\$14,947.49
4/1/2024 - 4/30/2024	14,654.40	439.63	\$15,094.03

After April 30 contact your tax collector for payment amount.

**PAY THIS AMOUNT: \$14,654.40**

**By: 2/29/2024**

After this date see penalty schedule at left



# *Budget, Finance, and Personnel Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		

Present:	<u>12</u>	Resolution:	✓	Total :	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	—		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2024037 APPROVAL OF APPLICATION TO CORRECT TAX BILL AND TO ORDER THE LOCAL TAX COLLECTOR TO ISSUE A CORRECTED TAX BILL – RED HOOK

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	absent	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23      Resolution: ✓      Total : 23      0  
 Absent: 2      Motion: —      Yes      No  
 Vacant: —      Abstentions: 0

2024037 APPROVAL OF APPLICATION TO CORRECT TAX BILL AND TO ORDER THE LOCAL TAX COLLECTOR TO ISSUE A CORRECTED TAX BILL – RED HOOK

FEBRUARY 13, 2024

RESOLUTION NO. 2024038

RE: AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A TEMPORARY EASEMENT ON REAL PROPERTY OWNED BY MITTEN ROCK FARM, LLC, IN CONNECTION WITH THE REPLACEMENT OF BRIDGE L-29 (BIN 3343270), CR 21 (NOXON ROAD) OVER JACKSON CREEK, TOWN OF LAGRANGE DUTCHESS COUNTY

Legislators METZGER, TRUITT, HOUSTON, POLASEK, GARITO, CASWELL, PAOLONI, D'AQUANNI, ROLISON, VERSACI, GORMAN, and FAUST offer the following and move its adoption:

WHEREAS, the Department of Public Works ("DPW") has proposed the replacement of Bridge L-29 (BIN 334270), CR 21 (Noxon Road) over Jackson Creek in the Town of LaGrange, a project which includes the acquisition of certain real property (the "Project"), and

WHEREAS, DPW has determined that the Project and the acquisition of such property is necessary is for the purposes of access, bridge construction and the construction of a temporary driveway entrance, and

WHEREAS, DPW has further determined that this Project is classified as a Type II Action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR (SEQR) and will not have a significant impact on the environment and as a Type II Action no further review is required, and

WHEREAS, additionally, DPW has made a determination that in order to complete the replacement of the said bridge referenced above, it is necessary to acquire a temporary easement over real property owned by Mitten Rock Farm, LLC, located at 1148 Noxon Road, Town of LaGrange, Dutchess County, described as a 2,919 +/- square foot parcel, Map No. 1, Parcel No. 1 of Tax Grid No. 133400-6559-01-117846-0000, and

WHEREAS, negotiations with the property owner to acquire the property has reached an impasse and authorization is requested to begin Eminent Domain Proceedings to acquire a temporary easement over a portion of property owned by Mitten Rock Farm, LLC, and

WHEREAS, it is now necessary for this Legislature to authorize the commencement of proceedings pursuant to the Eminent Domain Procedure Law for the acquisition of said temporary easement as follows:

<u>Name</u>	<u>Map</u> No.	<u>Parcel</u> No.	<u>Acres/Sq Ft</u>	<u>Proffered</u> <u>Amount</u>
Mitten Rock Farm, LLC	1	1	2,919 +/-	\$ 100.00
Contributory Value of Improvements (24" Walnut Tree)				<u>\$2,500.00</u>
				<u>\$2,600.00</u>

now therefore, be it

RESOLVED, that the Commissioner of Public Works on behalf of Dutchess County be and is hereby authorized and empowered to commence proceedings against Mitten Rock Farm, LLC, pursuant to the Eminent Domain Procedure Law, for the temporary easement over the above property in furtherance of the Project, replacement of Bridge L-29 (BIN 3343270), CR 21 (Noxon Rd) over Jackson Creek, in the Town of LaGrange, Dutchess County, New York.

CA-012-24  
AMS/rjw  
R-1065  
01/11/2024  
Fiscal Impact: See Attached.

APPROVED

*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date 2-22-2024

STATE OF NEW YORK

COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ 2,600

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

Source of County Funds *(check one)*:  Existing Appropriations,  Contingency,  
 Transfer of Existing Appropriations,  Additional Appropriations,  Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \$2,600  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

RESOLUTION REQUEST TO BEGIN CONDEMNATION PROCEEDINGS FOR THE ACQUISITION OF A TEMPORARY EASEMENT OVER A PORTION OF PROPERTY OWNED BY MITTEN ROCK FARM, LLC, IN CONNECTION WITH THE REPLACEMENT OF BRIDGE L-29 (BIN 3343270), CR 21 (NOXON RD) OVER JACKSON CREEK, TOWN OF LAGRANGE, DUTCHESS COUNTY

Prepared by: Matthew W. Davis

Prepared On: 1-3-24 **MD**

**SUE SERINO**  
COUNTY EXECUTIVE



**ROBERT H. BALKIND, P.E.**  
COMMISSIONER

**DAVID C. WHALEN**  
DEPUTY COMMISSIONER

**DUTCHESS COUNTY GOVERNMENT**  
DEPARTMENT OF PUBLIC WORKS

**MEMORANDUM**

**TO:** Robert Balkind, P.E., Commissioner

**FROM:** Matthew W. Davis, Assistant Civil Engineer MD

**DATE:** January 10, 2024

**RE: RESOLUTION REQUEST TO BEGIN CONDEMNATION PROCEEDINGS FOR THE ACQUISITION OF A TEMPORARY EASEMENT OVER A PORTION OF PROPERTY OWNED BY MITTEN ROCK FARM, LLC, IN CONNECTION WITH THE REPLACEMENT OF BRIDGE L-29 (BIN 3343270), CR 21 (NOXON RD OVER JACKSON CREEK, TOWN OF LAGRANGE, DUTCHESS COUNTY**

---

The Department of Public Works is seeking authorization to condemn 2,919+/- square feet of real property to be used as a temporary construction easement. The temporary easement will be exercised for the purposes of access, bridge construction and the construction of a temporary driveway entrance. This temporary easement is over a portion of the property located at 1148 Noxon Road, Town of LaGrange, Dutchess County, New York, with the parcel identification number: 133400-6559-01-117846-0000.

Several discussions were had with the owner of Mitten Rock Farm, LLC. The owner expressed his overall opposition to the project and that he would have to discuss the proposed temporary easement with his brother and his attorney and get back to us. His attorney later contacted the department. A draft temporary easement map showing the revised easement area was sent to the attorney for his clients review and comments. After not receiving any comments back, a formal offer to purchase the temporary construction easement was sent to Mitten Rock's attorney. The department later received a letter from Mitten Rock's attorney stating that his clients reject the County's offer.

The subject project was reviewed under SEQR and determined to be a Type II action per 6 CRR-NY 617.5.(c)(1) and will not have a significant impact on the environment.

## CONTACT DIARY

March 15, 2023: Called property owner: Discussed the project and he stated that was opposed to the project.

March 30, 2023: Made follow up call: Proposed draft easement areas emailed to the property owner for his review.

April 13, 2023: Follow up email and phone call to the property owner: Property owner requested the easement areas be modified to accommodate access to the adjoining field. It was agreed the easement areas would be modified. He again expressed his overall opposition to the project and that he would discuss the proposed temporary easement with his brother and his attorney and get back to us.

May 8, 2023: Call property owner: No response.

June 27, 2023: Property owner's attorney contacts the Department.

July 12, 2023: Draft temporary easement maps, revised as per the property owners request, sent to attorney.

August 7, 2023: Call attorney: No response.

September 4, 2023: Call attorney: No response.

November 14, 2023: Official Offer Package sent to attorney and property owner.

December 1, 2023: Department receives letter from property owner's attorney rejecting the County's offer.

## AGREEMENT TO PURCHASE REAL PROPERTY

Project: REPLACEMENT OF BRIDGE L-29 (BIN 3343270), CR 21 (NOXON RD) OVER JACKSON CREEK, TOWN OF LAGRANGE, DUTCHESS COUNTY

Map: 1

Parcel: 1

This Agreement by and between MITTEN ROCK FARM, LLC, with an address of 4 Cross Creek Lane, Stony Point, New York 10980, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, NY 12601 hereinafter referred to as "Buyer".

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:

a temporary easement to 2,919+/- square feet of real property.  
Purchase Price: \$100.00

Located at 1148 Noxon Road, Town of LaGrange, Dutchess County, New York, and is further described on Map 1, Parcel 1, attached hereto.

Being a portion of those same lands described in that certain deed dated May 25, 2017 and recorded May 26, 2017, as Document 02 2017 0866, in the Office of the County Clerk for Dutchess County (re: Grid # 133400-6559-01-117846-0000).

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: 24" Walnut Tree with compensation value of \$2,500.
3. PURCHASE PRICE. The total purchase price is TWO THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$2,600.00) This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.
4. CLOSING DATE AND PLACE. Transfer of Title shall take place through the mail or at a mutually acceptable location. This Agreement may be subject to the approval of the Dutchess County Legislature.
5. BUYER'S POSSESSION OF THE PROPERTY. The Buyer shall provide full payment of the purchase price stated in paragraph 3 to the Seller prior to taking possession of the property rights. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.
6. TERM OF TEMPORARY EASEMENT. The term of the Temporary Easement(s) shall be for two (2) years. The commencement date may be up to nine (9) months after the date of execution of the Temporary Easement. The Temporary Easement may be extended as agreed to by both the Buyer and Seller.

7. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:

A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.

MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.

8. RECORDING COSTS AND CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated, and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items; interest and penalties; rent payments; current common charges or assessments.
9. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
10. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.
11. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.
12. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile of signature transmitted by electronic means applied hereto or to any other document shall have the same and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

IN WITNESS WHEREOF, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the parties have entered into this Agreement.

APPROVED AS TO FORM:

\_\_\_\_\_  
Department of Law

SELLER:

\_\_\_\_\_  
MITTEN ROCK FARM, LLC

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Department of Public Works

BUYER:

\_\_\_\_\_  
COUNTY OF DUTCHESS

Print Name: \_\_\_\_\_

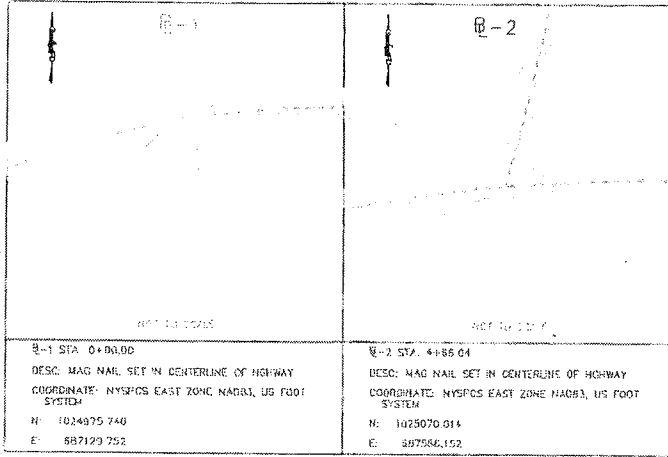
Title: \_\_\_\_\_



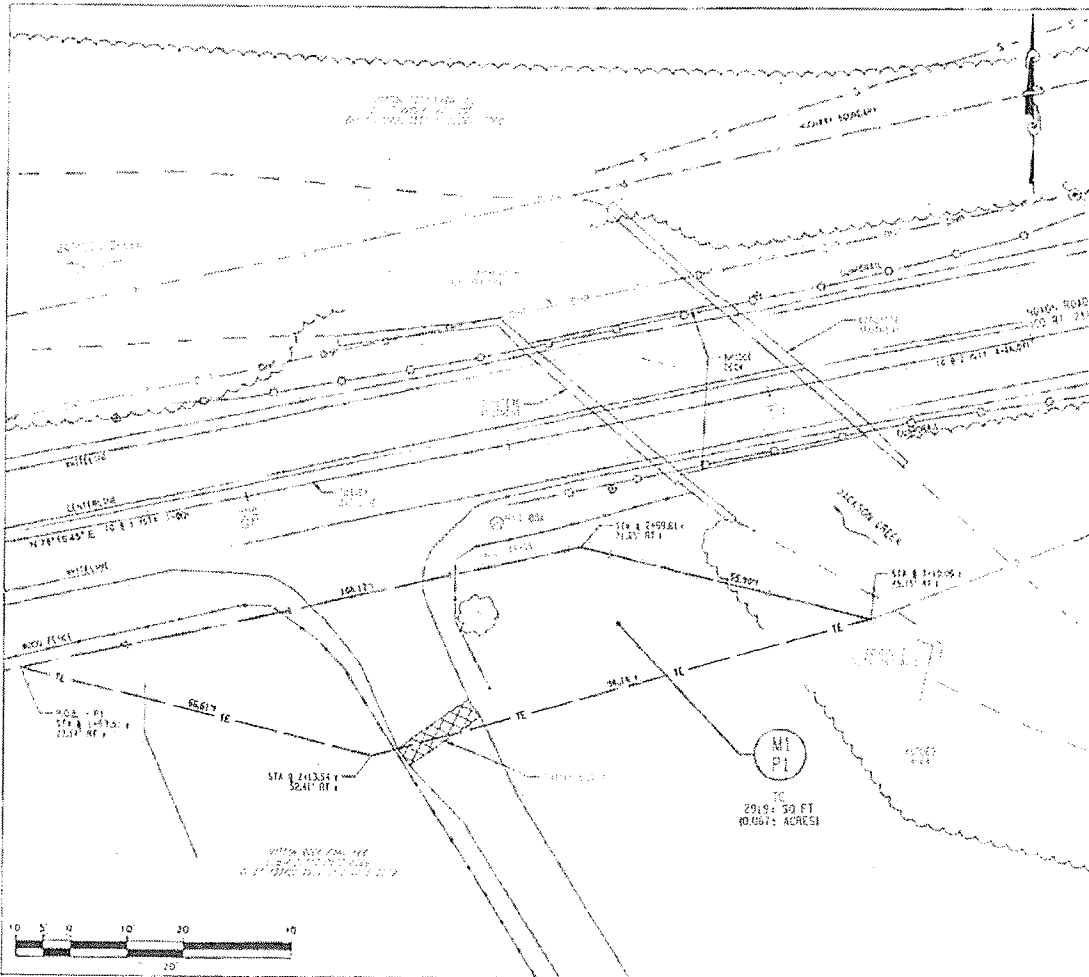
EXHIBIT A  
 COUNTY OF DUTCHESS  
 DEPARTMENT OF PUBLIC WORKS  
 ACQUISITION MAP

MAP NO. 1  
 PARCEL NO. 1  
 SHEET 1 OF 2

REPLACEMENT OF BRIDGE L-29



ACQUISITION DESCRIPTION:  
 Type: T.E.  
 Portion of Real Property Tax  
 Parcel ID No. 133400-6559-01-117846-0000  
 Town of La Grange  
 County of Dutchess  
 State of New York  
 REPUTED OWNER:  
 Millon Rock Farm LLC  
 (Keith S. Olsen)  
 4 Cross Creek Lane  
 Stony Point, NY 10980



ORIGINAL OF THIS MAP (SHEETS 1 & 2)  
 ARE ON FILE AT THE OFFICES OF THE DUTCHESS  
 COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER 1  
 REVISED DATE \_\_\_\_\_  
 DATE PREPARED 11-03-2021

PREPARED BY: MAR

CHECKED BY: JC

DRAWN BY: \_\_\_\_\_



EXHIBIT A  
 COUNTY OF DUTCHESS  
 DEPARTMENT OF PUBLIC WORKS  
 ACQUISITION MAP

MAP NO. 1  
 PARCEL NO. 1  
 SHEET 2 OF 2

REPLACEMENT OF BRIDGE L-29

EXHIBIT A

Metes and Bounds Description - Parcel No. 1

A Temporary Easement to be exercised for the purpose of reconstructing a bridge and wing walls, in, on and over all that tract or parcel of land situate in the Town of La Grange, County of Dutchess, State of New York, bounded and described as follows:

Beginning at a point on the northerly boundary line of County Route 21 (Noxon Road), said point being 23.54 feet distant Southerly measured at right angles from Station 1+53.51 of the hereinafter described Survey Baseline; thence through the lands of Milton Rock Farm, LLC (Reputed Owner) South 104° 00' 42" East a distance of 66.61 feet to a point, said point being 52.41 feet distant Southerly measured at right angles from Station 2+11.54 of said baseline; thence through the lands of Milton Rock Farm, LLC (Reputed Owner) North 75° 22' 51" East a distance of 96.74 feet to a point on the southerly boundary line of County Route 21 (Noxon Road), said point being 45.75 feet distant Southerly measured at right angles from Station 3+10.05 of said baseline; thence along the southerly boundary line of County Route 21 (Noxon Road) North 283° 52' 16" West a distance of 55.90 feet to a point on the southerly boundary line of County Route 21 (Noxon Road), said point being 21.65 feet distant Southerly measured at right angles from Station 2+59.61 of said baseline; thence along the southerly boundary line of County Route 21 (Noxon Road) South 257° 18' 22" West a distance of 106.12 feet to the point or place of beginning. Said parcel being 0.067 of an acre more or less.

The above described parcels are a portion of the lands of Milton Rock Farm, LLC as described in a deed filed in the Office of the County Clerk for Dutchess County, New York Document Number 02 2017 8066, with the address 1148 Noxon Road and Parcel Grid Identification # 133400-6559-01-117846-0000

The above referenced Survey Baseline was established for the design and construction of the above referenced project and is described as follows: Beginning at Station 0+00.00 thence North 78° 19' 45" East to Station 0+66.04 thence North 85° 13' 43" East to Station 7+45.00. All bearings referred to NAD83.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date                      20       

Robert H. Balkind, P.E.  
 Commissioner of Public Works

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date                      20       

Jeffrey D. Moore, Land Surveyor  
 P.L.S. License No. 051015

Moore Land Surveying  
 1721 Black River Boulevard  
 Rome, New York 13440

MAP NUMBER 1  
 REVISED DATE                       
 DATE PREPARED 11-01-2023

# *Public Works and Capital Projects Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)		
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison		

Present: <u>12</u>	Resolution: <u>✓</u>	Total: <u>12</u>	
Absent: <u>0</u>	Motion: <u>—</u>	Yes	<u>0</u>
Vacant: <u>0</u>		No	<u>0</u>

2024038 AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A TEMPORARY EASEMENT ON REAL PROPERTY OWNED BY MITTEN ROCK FARM, LLC, IN CONNECTION WITH THE REPLACEMENT OF BRIDGE L-29 (BIN 3343270), CR 21 (NOXON ROAD) OVER JACKSON CREEK, TOWN OF LAGRANGE DUTCHESS COUNTY

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	<i>absent</i>	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Doyer and Pawling	House		

Present: 23      Resolution: ✓      Total: 23      0  
 Absent: 0      Motion: —      Yes      No  
 Vacant: 0      Abstentions: 0

2024038 AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A TEMPORARY EASEMENT ON REAL PROPERTY OWNED BY MITTEN ROCK FARM, LLC, IN CONNECTION WITH THE REPLACEMENT OF BRIDGE L-29 (BIN 3343270), CR 21 (NOXON ROAD) OVER JACKSON CREEK, TOWN OF LAGRANGE DUTCHESS COUNTY

**FEBRUARY 13, 2024**

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2024039

RE: AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (K007553) ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION (ET5680)

Legislators METZGER, TRUITT, HOUSTON, POLASEK, GARITO, CASWELL, PAOLONI, D'AQUANNI, ROLISON, VERSACI, FAUST, GORMAN, and JOHNSON offer the following and move its adoption:

WHEREAS, the Commissioner of Public Works (“DPW”) has advised that the New York State Department of Transportation has awarded the County a Mass Transportation Capital Project Agreement (“Agreement”), Comptroller’s Contract No. K007553, copy attached, which will provide 100% in Dedicated Mass Transportation Trust Fund funding in the total amount of \$2,158,162, and

WHEREAS, as shown on Schedule A of the Agreement, the above grant funds are allotted for the following initiatives and projects: (a) Purchase of Bus Shelters; (b) Purchase of two (2) replacement 40 foot Buses; (c) Purchase of two (2) replacement 35 foot Buses; (d) Purchase of two (2) support vehicles; (e) Engineering, design, and rehabilitation costs related to renovation of administration/maintenance facility; (f) purchase of mobile fare collection equipment; (g) purchase of mobile surveillance/security equipment; (h) purchase of control/signal equipment; (i) vehicle overhaul costs; and (j) 2022/2023 preventative maintenance expenses, and

WHEREAS, this Agreement will provide the County with the ability to access all allotted New York State matching funds of previously obligated FTA 5307/5339 Federal and Modernization Enhancement Program (“MEP”) funds, and

WHEREAS, no further County funding is necessary as the local share of these projects has been obligated through prior resolutions, as set forth on the attached Schedule B, and

WHEREAS, this Agreement will cover the period of April 1, 2023 through March 1, 2028, and

WHEREAS, the State Mass Transportation Capital Aid is available to fund projects approved by the Commissioner of Transportation, and

WHEREAS, Dutchess County desires to advance the initiatives and projects by making a commitment to advance funding of the full non-local share of the costs associated with these initiatives and projects, and

WHEREAS, it is necessary for this Legislature to authorize the execution of this Agreement by the County Executive, now therefore, be it

RESOLVED, that this Legislature hereby authorizes the County Executive to accept this grant award from New York State in connection with the above initiatives and projects and further authorizes and empowers the County Executive to execute said Agreement on behalf of the County of Dutchess.

CA-017-24  
EMW/AMS/rjw  
G-1523-R  
01/12/24; rev'd 1/24/24  
Fiscal Impact: See Attached.

APPROVED

*Susan J. Serino*

SUSAN J. SERINO  
COUNTY EXECUTIVE

Date 2-22-2024

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Rhig Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS *(To be completed by requesting department)*

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

Existing Revenues

Source of County Funds *(check one)*:  Existing Appropriations,  Contingency,  
 Transfer of Existing Appropriations,  Additional Appropriations,  Other *(explain)*.

Identify Line Items(s):

See attachment A for budget line items

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

This resolution will authorize the County Executive or his designee to execute a contract with the New York State Department of Transportation. (Contract #K007553, 4/1/2023-3/31/2028 in the amount of \$2,158,162) that will cover state matching funds applied to FTA 5307 and 5339 funding, as well as MEP funds. Failure to adopt this resolution will result in unrealized revenues for the County.

See Schedule A.

Prepared by: David C. Whalen *Dew*

Prepared On: 1/10/24

**SUE SERINO**  
COUNTY EXECUTIVE



**ROBERT H. BALKIND, P.E.**  
COMMISSIONER

**DAVID C. WHALEN**  
DEPUTY COMMISSIONER

**DUTCHESS COUNTY GOVERNMENT**  
DEPARTMENT OF PUBLIC WORKS

**MEMORANDUM**

**TO:** Rachel Kashimer, Deputy County Executive  
**FROM:** David C. Whalen, Deputy Commissioner *Dcw*  
**DATE:** January 10, 2024  
**RE:** RESOLUTION REQUEST FOR PUBLIC TRANSIT AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENT K007553 WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION

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Attached please find a resolution request and associated documents.

This resolution will authorize the County Executive or his designee to execute a contract with the New York State Department of Transportation (Contract #K007553, 4/1/2023 - 3/31/2028 in the amount of \$2,158,162) for State assistance for the following initiatives and projects for DC Public Transit: Purchase Bus Shelters - MEP 2023 (SFY 23/24), Purchase Replacement 40-Ft Busses (2), Purchase Replacement 35-Ft Busses (2), Purchase Support Vehicles (2), Administration/Maintenance Facility Rehabilitation, Purchase Mobile Fare Collection Equipment (55), Purchase Mobile Surveillance/Security Equipment (55), Purchase Control/Signal Equipment, Purchase Bus Shelters (11), Vehicle Overhaul and 2022/2023 Preventive Maintenance.

This NYSDOT contract will provide the ability to access all allotted NYS matching funds (see attached schedule which includes corresponding pin numbers) of previously obligated FTA 5307/5339 federal and MEP funds. No further County funding is needed through this resolution as the local share of these projects have been obligated through prior resolutions when the federal funds were secured.

Please feel free to contact me with any questions or concerns regarding this resolution request

Dutchess County Public Transit		NYS DOT CONTRACT K007553 MASTER (Draft)								
Proposed Project ID	Project	Award ID	Estimated Project Cost	Federal Share	%	State Share	Prior Resolution	Revenue Line	SCOPE	ALI
8TDO.40.001	Bus Associated Transit Enhancements - Purchase Bus Shelters -MEP 2023 (SFY 23/24)	TC-23-DUT-00	\$763,935	\$0	0	\$763,935	2023165	ET0617.5680.2300.10	119-00	11.92.02
8TRD.32.001	2022 Preventive Maintenance Section 5307 Program FY2022	NY-2022-056-00	\$1,548,584	\$1,238,867	80	\$154,859	2019106	ET.5680.35890.02	117.00	11.7A.00
8TDO.19.001	Bus Rolling Stock - Buy Replacement 40-Ft Bus (2) - FFY 2020 Lapsing Fund	NY-2022-057-01	\$1,080,968	\$864,774	80	\$108,097	2023098	ET0610.5680.2300.05	111.00	11.12.01
8TDO.19.002	Bus Rolling Stock - Buy Replacement 35-Ft Bus (2)	NY-2022-057-01	\$957,701	\$766,161	80	\$95,771	2022103	ET0591.5680.2300.05	111.00	11.12.02
8TRD.88.001	Bus Support Equip and Facilities - Acquire Support Vehicles (2)	NY-2022-057-01	\$95,000	\$76,000	80	\$9,500	2022103	ET0591.5680.2300.03	114.00	11.42.11
8TDO.30.001	Bus Support Equip and Facilities - Eng/Design - Admin/Maintenance Facility	NY-2022-058-00	\$996,300	\$797,040	80	\$99,630	2022046	ET0583.5680.3150	114-00	11.41.03
8TDO.30.002	Bus Support Equip and Facilities - Rehab/Renovate - Admin/Maint Facility	NY-2022-058-00	\$4,538,700	\$3,630,960	80	\$453,870	2022046	ET0583.5680.3150	114-00	11.44.03
8TDO.38.001	Bus Support Equip and Facilities - Acquire Mobile Fare Coll Equip (55)	NY-2023-034-00	\$1,000,000	\$800,000	80	\$100,000	2023097	ET0612.5680.2500.05	114.00	11.42.10
8TDO.38.002	Bus Support Equip and Facilities - Acquire Mobile Surv/Security Equip (55)	NY-2023-034-00	\$100,000	\$80,000	80	\$10,000	2023097	ET0612.5680.2500.05	114.00	11.42.09
8TDO.38.003	Signal & Comm Equipment (Bus) - Purchase Control/Signal Equip	NY-2023-034-00	\$750,000	\$600,000	80	\$75,000	2023097	ET0612.5680.2500.05	116.00	11.62.01
8TDO.40.001	Bus Associated Transit Improvements - Purchase Bus Shelters (11)	NY-2023-034-00	\$750,000	\$600,000	80	\$75,000	2023097	ET0612.5680.2500.10	119.00	11.92.02
8TDO.39.001	Bus - Rolling Stock - Vehicle Overhaul (Up to 20% Veh Maint) (10)	NY-2023-034-00	\$500,000	\$400,000	80	\$50,000	2023097	ET0612.5680.2500.05	111.00	11.17.00
8TRD.32.001	2023 Preventive Maintenance Section 5307 Program FY2023	NY-2023-040-00	\$1,625,000	\$1,300,000	80	\$162,500	2019106	ET.5680.35890.02	117.00	11.7A.00
<b>Agreement Total:</b>			<b>\$14,706,188</b>	<b>\$11,153,802</b>		<b>\$2,158,162</b>				

# MASS TRANSPORTATION CAPITAL PROJECT AGREEMENT

COMPTROLLER'S CONTRACT NO. K007553

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  
**Dutchess County** (the Grantee) with its offices at  
**22 Market Street, Poughkeepsie, New York 12601-3222**

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 **\$5,623,285** (the "Grant")

WITNESSETH:

WHEREAS, pursuant to State Finance Law §89-c, that establishes the Dedicated Mass Transportation Trust Fund ("DMTTF"), 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 from the DMTTF 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) under the Dedicated Mass Transportation Trust Fund program of projects;

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 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 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 1, 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**.

*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.

*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 DMTTF 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 DMTTF 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**

**Dutchess County**

**Name: Honorable William F.X. O'Neil**

**Title: County Executive**

**Agency: Dutchess County Executive Offices**

**Address: 22 Market Street, Poughkeepsie, New York  
12601-3222**

**Telephone Number: (845) 486-2000**

**Unique Entity ID: Z7DEZR94JKC4**

**E-Mail Address: countyexec@dutchessny.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.

<p><b>GRANTEE:</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Print Name: _____</p> <p>Date: _____</p>	<p><b>NYS DOT:</b></p> <p>By: _____</p> <p><b>For Commissioner of Transportation</b></p> <p>Agency Certification: In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract.</p> <p>Date: _____</p>
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<p><b>APPROVED AS TO FORM:</b></p> <p>State of New York Attorney General</p> <p>By: _____</p> <p>Date: _____</p>	<p><b>APPROVED:</b></p> <p>Comptroller</p> <p>By: _____</p> <p>Date: _____</p> <p style="text-align: center;">Pursuant to State Finance Law §112.</p>
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**CONTRACT No: K007553**

STATE OF NEW YORK )  
 ) ss.:  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation; and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
 Notary Public

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**PROJECT AGREEMENT**  
**SCHEDULE A Dated**

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:

**Dutchess County**

**Comptroller's Contract #: K007553 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**

**Dutchess 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
8TD0.19.001	Buy Replacement 40-ft Bus (2) - FFY 2020 Lapsi	NY-2022-057-00	0 - 0	\$1,080,967.00	\$864,774.00	Direct	80	\$108,097.00	10	\$108,096.00	10	Omnibus		12 yrs
8TD0.19.002	Buy Replacement 35-ft Bus (2)	NY-2022-057-00	0 - 0	\$957,702.00	\$766,161.00	Direct	80	\$95,771.00	10	\$95,770.00	10	Omnibus		10 yrs
8TD0.30.001	Engineer and Design of Admin/Maint Facility	NY-2022-058-00	0 - 0	\$996,300.00	\$797,040.00	Direct	80	\$99,630.00	10	\$99,630.00	10	Omnibus		25 yrs
8TD0.30.002	Rehab and Renovate Admin/Maint Facility	NY-2022-058-00	0 - 0	\$4,538,700.00	\$3,630,960.00	Direct	80	\$453,870.00	10	\$453,870.00	10	Omnibus		25 yrs
8TD0.38.001	Acquire Mobile Fare Collection Equipment (55)	NY-2023-034-00	0 - 0	\$1,000,000.00	\$800,000.00	Direct	80	\$100,000.00	10	\$100,000.00	10	Omnibus		10 yrs
8TD0.38.002	Acquire Mobile Surv/Security Equip (55)	NY-2023-034-00	0 - 0	\$100,000.00	\$80,000.00	Direct	80	\$10,000.00	10	\$10,000.00	10	Omnibus		5 yrs
8TD0.38.003	Bus - Purchase Control/Signal Equipment	NY-2023-034-00	0 - 0	\$750,000.00	\$600,000.00	Direct	80	\$75,000.00	10	\$75,000.00	10	Omnibus		10 yrs
8TD0.39.001	Bus - Rolling Stock - Vehicle Overhaul (Up to 20	NY-2023-034-00	0 - 0	\$500,000.00	\$400,000.00	Direct	80	\$50,000.00	10	\$50,000.00	10	Omnibus		12 yrs
8TD0.40.001	Purchase of Bus Shelters	TC-23-DUT-00	0 - 0	\$763,935.00	\$0.00	Direct	0	\$763,935.00	100	\$0.00	0	Transit - MEP		15 yrs
8TD0.40.001	Bus Associated Transit Improvements - Purchase	NY-2023-034-00	0 - 0	\$750,000.00	\$600,000.00	Direct	80	\$75,000.00	10	\$75,000.00	10	Omnibus		15 yrs
8TRD.32.001	2023 Preventive Maintenance Section 5307 Progr	NY-2023-040-00	0 - 0	\$1,625,000.00	\$1,300,000.00	Direct	80	\$162,500.00	10	\$162,500.00	10	Omnibus		0 yrs
8TRD.32.001	2022 Preventive Maintenance Section 5307	NY-2022-056-00	0 - 0	\$1,548,584.00	\$1,238,867.00	Direct	80	\$154,859.00	10	\$154,858.00	10	Omnibus		0 yrs
8TRD.88.001	Bus Support Equipment - Acquire Support Vehicle	NY-2022-057-00	0 - 0	\$95,000.00	\$76,000.00	Direct	80	\$9,500.00	10	\$9,500.00	10	Omnibus		5 yrs
<b>Agreement Total:</b>				<b>\$14,706,188.00</b>	<b>\$11,153,802.00</b>			<b>\$2,158,162.00</b>		<b>\$1,394,224.00</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, licenser, 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 \$100,000.

**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 1, 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.

**4. 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.

**5. 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 49 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, debars, 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. I 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.

# *Public Works and Capital Projects Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)		
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison		

Present: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 12      0  
                   Yes            No  
 Abstentions: 0

2024039 AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (K007553) ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION (ET5680)

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	<i>absent</i>	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23      Resolution: ✓      Total: 23      0  
 Absent: 2      Motion: —      Yes      No  
 Vacant: 0      Abstentions: 0

2024039 AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (K007553) ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION (ET5680)

**FEBRUARY 13, 2024**

RESOLUTION NO. 2024040

RE: PERSONS REQUIRED TO FILE AN ANNUAL STATEMENT  
OF FINANCIAL DISCLOSURE PURSUANT TO THE  
DUTCHESS COUNTY CODE OF ETHICS

Legislators McHOUL, TRUITT, POLASEK, GARITO, PAOLONI, D'AQUANNI, ROLISON, VERSACI, GORMAN, FAUST, and CASWELL offer the following and move its adoption:

WHEREAS, by Resolution No. 2019056, the Dutchess County Legislature enacted Local Law No. 2 of 2019, which repealed the former Code of Ethics found in Local Law 5 of 2004, Local Law 2 of 2001, Local Law 7 of 2001, and Local Law 7 of 2000, and established a new Code of Ethics and required a financial disclosure for certain officers and employees of the County of Dutchess, and

WHEREAS, pursuant to the aforementioned Local Law, the new Code of Ethics became effective on January 1, 2020, and

WHEREAS, Local Law No. 2 of 2019 requires the County to pass a resolution with a list of persons required to file an Annual Statement of Financial Disclosure, now therefore be it

RESOLVED, prior Resolution Nos. 2020039, 2020184, 2022026 and 2023029 which provided lists of persons required to file an annual statement of financial disclosure are hereby repealed and replaced, and the following persons are hereby required to file an Annual Statement of Financial Disclosure, in accordance with all requirements set forth in the County's Code of Ethics:

<b>AGING, OFFICE FOR</b>
Director, Office for the Aging
Assistant Director, Office for the Aging
<b>BEHAVIORAL AND COMMUNITY HEALTH</b>
Commissioner of Behavioral and Community Health
Deputy Commissioner of Behavioral and Community Health for Mental Hygiene
Assistant Commissioner of DBCH for Administration
Director of Public Health Nursing
Director of Environmental Health Services
Chief Medical Examiner Forensic Pathology
Deputy Medical Examiner
Executive Director-Human Rights Commission
Director of Fiscal Services
Clinical Program Directors
Supervising Psychiatric Medical Director
Director of Weights and Measures B
Director of Veterans Affairs
Director of Public Health and Disease Prevention
All Abilities Program Director
Director of Performance Management and Data Analytics

<b>BOARD OF ELECTIONS</b>
Elections Commissioners
Deputy Elections Commissioners
Elections Administrators
<b>BOARD OF ETHICS</b>
Board Members
<b>BUDGET OFFICE</b>
Budget Director
Senior Research Analyst
Research Analyst
<b>CENTRAL AND INFORMATION SERVICES</b>
Commissioner of Central and Information Services
Deputy Commissioners of Central and Information Services
Director of Central Services
Purchasing Agent
Assistant Purchasing Agent
Network Administrators
Senior Network Administrator
Cyber Security Administrator
Infrastructure Manager
Infrastructure Administrator
<b>COMMUNITY AND FAMILY SERVICES</b>
Commissioner of Community and Family Services
Deputy Commissioners of Community and Family Services
Director of Administrative Services
Director of Fiscal Services
Directors of Services
Asst. to the Commissioner for Program Planning & Evaluation
Special Assistant to Commissioner
Assistant Commissioner for Youth Services
Staff Development Director
Homeless Shelter Director
<b>COMPROLLER</b>
Comptroller
Deputy Comptroller
Director of Audit and Control
<b>COUNTY ATTORNEY</b>
County Attorney
Chief Assistant County Attorney
Bureau Chief, CFS
<b>COUNTY CLERK</b>
County Clerk
Deputy County Clerks
Historian

<b>COUNTY EXECUTIVE</b>
County Executive
Deputy County Executive
Assistant County Executive
Communications Director
Assistant County Executive Economic Development
Director of Public Policy
Assistant Communications Director
<b>COUNTY LEGISLATURE</b>
County Legislators
Clerk of the County Legislature
Deputy Clerk of the County Legislature
Assistant to the Chairman of the County Legislature
Legislative Attorney
<b>DISTRICT ATTORNEY</b>
District Attorney
Chief Assistant District Attorney
Bureau Chiefs
<b>DUTCHESS COMMUNITY COLLEGE</b>
President, Dutchess Community College
Vice President of Academic Affairs
Dean of Student Services and Enrollment Management
Dean of Community Services and Special Programs
Vice President and Dean of Administration
<b>EMERGENCY RESPONSE, DEPARTMENT OF</b>
Commissioner Emergency Response
Deputy Commissioner Emergency Response
Director of 911 Operations
Director of Emergency Management
<b>FINANCE</b>
Commissioner of Finance
First Deputy Commissioner of Finance
Director of Fiscal Services
Deputy Commissioner of Finance/Director, Real Property Tax Services
Senior Research Analyst
Bureau Chief
<b>HUMAN RESOURCES</b>
Commissioner of Human Resources
Deputy Commissioner of Human Resources
Equal Employment Opportunity & Inclusion Officer
Director of Risk Management
Assistant Director of Risk Management

<b>INDUSTRIAL DEVELOPMENT AGENCY</b>
Executive Director/Chief Executive Officer
Members of the Industrial Development Agency
<b>LOCAL DEVELOPMENT CORPORATION</b>
Chief Executive Officer
Members of the Local Development Corporation
<b>PLANNING DEPARTMENT</b>
Commissioner of Planning
Deputy Commissioner of Planning and Development
Deputy Commissioner of Solid Waste Management
Deputy Commissioner for Housing
Transportation Program Administrator
Environmental Program Director
Community Investment Program Specialist
<b>PROBATION DEPARTMENT</b>
Director of Probation and Community Corrections
Deputy Directors of Probation and Community Corrections
Director of Budget and Finance
<b>PUBLIC DEFENDER</b>
Public Defender
Chief Assistant Public Defender
Bureau Chiefs

<b>PUBLIC WORKS DEPARTMENT</b>
Commissioner of Public Works
Deputy Commissioner of Public Works
Director of Highway Construction and Maintenance
Assistant Director of Highway Construction and Maintenance
Garage Superintendent
Airport Director
Parks Director
Buildings Administrator
Buildings Design Administrator
Director of Fiscal Services
Fleet Administrator
Director of Engineering
Director of Public Transit
Assistant Director of Public Transit
Assistant Parks Director
<b>RESOURCE RECOVERY AGENCY</b>
Executive Director
<b>SHERIFF</b>
Sheriff
Undersheriff
Chief Deputy
Deputy Sheriff Colonel
Director of Budget and Finance
Superintendent of Corrections
Deputy Superintendent of Corrections
Deputy Sheriff - Captain
<b>WATER AND WASTEWATER AUTHORITY</b>
Executive Director

CA-019-24  
CRC/rjw  
G-0175-A  
01/24/2024  
Fiscal Impact: See Attached.

APPROVED  
*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE  
Date 2-22-2024

STATE OF NEW YORK  
ss:  
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

# LIST WITH CHANGES NOTED

## AGING, OFFICE FOR

Director, Office for the Aging

Assistant Director, Office for the Aging

## BEHAVIORAL AND COMMUNITY HEALTH

Commissioner of Behavioral and Community Health

Deputy Commissioner of Behavioral and Community Health for Mental Hygiene

Assistant Commissioner of DBCH for Administration

Director of Public Health Nursing

Director of Environmental Health Services

Chief Medical Examiner Forensic Pathology

Deputy Medical Examiner

Executive Director-Human Rights Commission

Director of Fiscal Services

Clinical Program Directors

Supervising Psychiatric Medical Director

Director of Weights and Measures B

Director of Veterans Affairs

Director of Public Health and Disease Prevention

All Abilities Program Director

Director of Performance Management and Data Analytics

## BOARD OF ELECTIONS

Elections Commissioners

Deputy Elections Commissioners

Elections Administrators

## BOARD OF ETHICS

Board Members

## BUDGET OFFICE

Budget Director

Senior Research Analyst

Research Analyst

CENTRAL AND INFORMATION SERVICES

Commissioner of Central and Information Services  
Deputy Commissioners of Central and Information Services  
Director of Central Services  
Purchasing Agent  
Assistant Purchasing Agent  
Network Administrators  
Senior Network Administrator  
Cyber Security Administrator  
Infrastructure Manager  
Infrastructure Administrator

Corrected wording 'Systems' to 'Services'  
Corrected wording 'Systems' to 'Services'

Added - New to list/not new position

COMMUNITY AND FAMILY SERVICES

Commissioner of Community and Family Services  
Deputy Commissioners of Community and Family Services  
Director of Administrative Services  
Director of Fiscal Services  
~~Director of Youth Services~~ Directors of Services  
Asst, to the Commissioner for Program Planning & Evaluation  
Special Assistant to Commissioner  
Assistant Commissioner for Youth Services  
Staff Development Director  
Homeless Shelter Director

Added - New to list/not new position

Formerly Director of Youth Services

Added- New position

COMPTROLLER

Comptroller  
Deputy Comptroller  
Director of Audit and Control

COUNTY ATTORNEY

County Attorney  
Chief Assistant County Attorney  
Bureau Chief, CFS

COUNTY CLERK

County Clerk  
Deputy County Clerks  
Historian

COUNTY EXECUTIVE

County Executive  
Deputy County Executive  
Assistant County Executive  
Communications Director  
Assistant County Executive Economic Development  
Director of Public Policy  
Assistant Communications Director

COUNTY LEGISLATURE

County Legislators  
Clerk of the County Legislature  
Deputy Clerk of the County Legislature  
Assistant to the Chairman of the County Legislature  
Legislative Attorney

DISTRICT ATTORNEY

District Attorney  
Chief Assistant District Attorney  
Bureau Chiefs

DUTCHESS COMMUNITY COLLEGE

President, Dutchess Community College  
Vice President of Academic Affairs  
Dean of Student Services and Enrollment Management  
Dean of Community Services and Special Programs  
Vice President and Dean of Administration

EMERGENCY RESPONSE, DEPARTMENT OF  
Commissioner Emergency Response  
Deputy Commissioner Emergency Response  
Director of 911 Operations  
Director of Emergency Management

Title Change from Emergency Management Coo

FINANCE

Commissioner of Finance  
First Deputy Commissioner of Finance  
Director of Fiscal Services  
Deputy Commissioner of Finance/Director, Real Property Tax Services  
Senior Research Analyst  
Bureau Chief

HUMAN RESOURCES

Commissioner of Human Resources  
Deputy Commissioner of Human Resources  
Equal Employment Opportunity & Inclusion Officer  
Director of Risk Management  
Assistant Director of Risk Management

INDUSTRIAL DEVELOPMENT AGENCY

Executive Director/Chief Executive Officer

LOCAL DEVELOPMENT CORPORATION

Chief Executive Officer

PLANNING DEPARTMENT

Commissioner of Planning  
Deputy Commissioner of Planning and Development  
Deputy Commissioner of Solid Waste Management  
Deputy Commissioner for Housing  
Transportation Program Administrator  
Environmental Program Director

Added - New position created in 2023

Community Investment Program Specialist

Added - New to list/not new position

PROBATION DEPARTMENT

Director of Probation and Community Corrections

Deputy Directors of Probation and Community Corrections

Director of Budget and Finance

PUBLIC DEFENDER

Public Defender

Chief Assistant Public Defender

Bureau Chiefs

# Government Services and Administration Roll Call

District	Name	Yes	No
District 7 - Hyde Park and Pleasant Valley	Truitt*	1	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*	2	
District 3 - LaGrange	Polasek*	3	
District 16 - Fishkill and Beacon	Valdés Smith*	4	
District 9 - City of Poughkeepsie	Atkins*	5	
District 6 - Town of Poughkeepsie	Kaul	6	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	7	
District 17 - Town and Village of Fishkill	McHoul (C)	8	
District 18 - City of Beacon and Fishkill	Page	absent	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	9	
District 21 - East Fishkill	Caswell	10	
District 24 - Dover and Pawling	House (VC)	11	
Present: <u>11</u>	Resolution: <u>    </u>	Total: <u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <input checked="" type="checkbox"/>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

Km/ yvs

Amend to include:  
 Members of the IDA  
 Members of the LDC

2/8/2024  
 2024040

# Government Services and Administration Roll Call

District	Name	Yes	No
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 6 - Town of Poughkeepsie	Kaul		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 17 - Town and Village of Fishkill	McHoul (C)		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 24 - Dover and Pawling	House (VC)		

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	
Absent: <u>1</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2024040 PERSONS REQUIRED TO FILE AN ANNUAL STATEMENT OF FINANCIAL DISCLOSURE PURSUANT TO THE DUTCHESS COUNTY CODE OF ETHICS

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	<i>absent</i>	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 23      Resolution: ✓      Total : 23      0  
 Absent: 2      Motion: —      Yes      No  
 Vacant: 0      Abstentions: 0

2024040 PERSONS REQUIRED TO FILE AN ANNUAL STATEMENT OF FINANCIAL DISCLOSURE PURSUANT TO THE DUTCHESS COUNTY CODE OF ETHICS

FEBRUARY 13, 2024

GOVERNMENT SERVICES & ADMINISTRATION  
AMENDED IN COMMITTEE 2/8/2024

RESOLUTION NO. 2024041

RE: ADOPTION OF THE PERMANENT RULES OF THE DUTCHESS COUNTY  
LEGISLATURE

Legislators McHOUL, TRUITT, HOUSTON, POLASEK, GARITO, CASWELL,  
D'AQUANNI, ROLISON, VERSACI, FAUST, GORMAN, and JOHNSON offer the following  
and move its adoption:

RESOLVED, that the Rules, as attached hereto, be and they hereby are adopted as the  
Permanent Rules of the Dutchess County Legislature, effective January 1, 2024.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

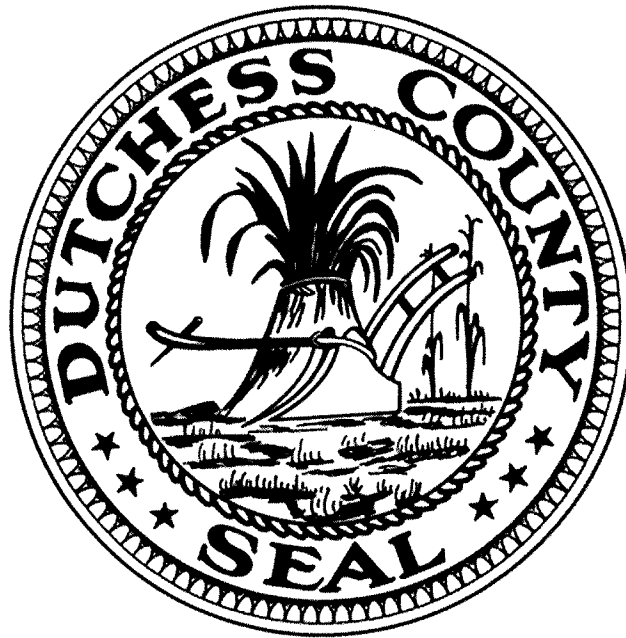
This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with  
the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the  
same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

Permanent Rules of the  
Dutchess County Legislature  
2024-2025



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**PERMANENT RULES OF THE  
DUTCHESS COUNTY LEGISLATURE  
FOR 2024-2025**

**ARTICLE I**

**ORGANIZATIONAL MEETING OF THE COUNTY LEGISLATURE**

**RULE 1.1 ORGANIZATIONAL MEETING:**

The Dutchess County Legislature shall annually, by resolution duly adopted during the month of December, fix the date, time, and place of the meeting to organize the board.

**RULE 1.2 NOTICE OF ORGANIZATIONAL MEETING:**

The Clerk of the County Legislature shall serve upon each member of the Legislature a written notice stating the date, time, and place of meeting pursuant to Section 151 of the County Law. In the event of a vacancy in the Office of the Clerk of the Legislature, or his/her inability or failure to act in accordance with this provision, notice shall be given by the Deputy Clerk. If the offices of Clerk and Deputy Clerk of the Legislature are vacant, notice shall be given by the County Clerk.

**RULE 1.3 ELECTION OF CHAIR OF THE LEGISLATURE  
AND LEADERSHIP:**

A. A Chair of the County Legislature shall be elected by a roll call vote from the membership of the County Legislature at its Organizational Meeting, or at an adjourned meeting thereof, who shall serve as Chair for the balance of the calendar year.

**In the event of a vacancy, the County Legislature shall fill the office of Chair in the manner provided by its rules. Should the County Legislature fail to select a Chair within thirty (30) days after the office shall become vacant for any reason, the County Executive shall appoint a member of the County Legislature to serve as its Chair for the balance of the calendar year, as provided in Section 302 (j) of the Dutchess County Charter.**

**B. Prior to the commencement of the Legislative Term, Members of the two political parties which shall have polled the largest vote in the past general election for the County Legislature shall elect leaders of their respective parties. The leader of the political party whose membership constitutes a majority shall be known as Majority Leader; the leader of the other political party shall be known as Minority Leader. The assistant leader of the political party whose membership constitutes a majority shall be known as Assistant Majority Leader; the assistant leader of the other political party shall be known as the Assistant Minority Leader.**

***RULE 1.4 APPOINTMENT OF CLERK OF LEGISLATURE***

**A Clerk of the Legislature shall be appointed by the Legislature at its Organizational Meeting, or at an adjourned meeting thereof, in the manner provided by its rules. The Clerk shall be and remain an elector of the County, and he/she shall serve at the pleasure of the Legislature and until his/her successor shall be appointed and shall qualify. A vacancy in the Office of the Clerk shall be filled by the County Legislature. The Legislature may appoint such Deputy Clerks and employees as it may require.**

***RULE 1.5 APPOINTMENT OF COUNSEL TO THE LEGISLATURE:***

**A Counsel to the Legislature shall be appointed in accordance with the provisions of Section 2.14 of the Dutchess County Charter.**

***RULE 1.6 CONFIRMATION OF APPOINTMENTS:***

**Confirmation of appointment, where required by the Dutchess County Charter, shall be by affirmative roll call vote of a majority of the members of the County Legislature, except that if the Legislature shall fail to act within sixty (60) days after the filing of written notification of appointment with the Clerk of the Legislature such appointment shall be deemed approved.**

***ARTICLE II***

***MEETINGS OF THE LEGISLATURE***

***RULE 2.1 GENERAL PROVISIONS OF MEETINGS:***

**The County Legislature shall, in addition to its Organizational Meeting, hold regular meetings at stated intervals and special meetings as herein provided, all of which shall be public and may be adjourned from time to time. All such meetings shall be held at the Legislative Chambers in the Dutchess County Office Building, City of Poughkeepsie, Dutchess County, New York, and shall begin at the hour specified in these Rules unless a different time and place shall be provided by a motion for adjournment, or by notice of a special meeting. All meetings - regular, adjourned, or special - shall begin with the Pledge of Allegiance to the Flag. The time of convening and adjournment of each meeting shall be recorded in the Proceedings of the County Legislature.**

***RULE 2.2           REGULAR MONTHLY MEETINGS:***

**A. Regular monthly meetings of the County Legislature shall commence at 6:30 pm on the second Monday in each month during the year, except when the second Monday of a month shall fall on a legal holiday, in which case, such regular monthly meeting shall be held on the following day at the same hour and place, except in the month of January when the regular monthly meeting shall be on the fourth Monday of the month. Meetings of the Legislature may be established by resolution at the December meeting for the ensuing year.**

**B. The Clerk of the County Legislature shall serve upon each member of the Legislature electronic notice or if requested written notice stating the date, time, and place of the meeting at least forty-eight (48) hours before the date of the meeting, stating the subject matter of all resolutions, ordinances, and local laws to be voted on at such meeting, except as otherwise provided in Rule 4.5. Such meeting may be postponed for up to 24 hours by the Chair of the Legislature.**

***RULE 2.3           SPECIAL MEETINGS:***

**Special meetings shall be held at the Call of the Clerk or Deputy Clerk of the Legislature upon direction of the Chair or upon written request signed by a majority of the members of the Legislature; notice in writing stating the time, place, and purpose of the special meeting shall be served either personally or by electronic mail upon each legislator's official county email by the Clerk of the Legislature.**

**Such service shall be made at least forty-eight (48) hours in advance of such meeting, upon each member of the Legislature by the Clerk of the Legislature or his/her designee, who is competent to execute service of process in the State of New York.**

**Service either personal or by electronic mail shall be evidenced by a notarized affidavit of service duly executed by the person making service. A member may waive the service of notice of such meeting by a waiver signed by the member. Such meeting may be postponed for up to 24 hours by the Chair of the Legislature.**

***RULE 2.4            DUTIES OF THE CLERK OF THE LEGISLATURE:***

**The Clerk of the Legislature shall keep a record of all acts and proceedings of the Legislature and be the custodian of the records, vouchers and other papers required or authorized by law to be deposited in his/her office. The Clerk's responsibilities will include, but are not limited to, forwarding to all Legislators committee reports and draft minutes of all committee meetings and full Legislature meetings. He/she shall perform such additional and related duties as may be prescribed by law and/ or directed by the County Legislature.**

**ARTICLE III**

**ORDER OF BUSINESS**

**RULE 3.1 ORDER OF BUSINESS:**

The Order of Business at each meeting of the County Legislature shall be as follows:

- a) Roll Call by the Clerk of the Legislature;
- b) Pledge of Allegiance to the Flag, Invocation, and a Moment of Silent Meditation;
- c) Proclamations, Commendations and Presentations;
- d) Privilege of the Floor with respect to printed agenda items; (Limited to three minutes)
- e) Approval of prior month's meeting minutes;
- f) Reports of standing committees, special committees, and liaisons to other committees and boards;
- g) Resolutions
  - 1) Consent Resolutions
  - 2) All Other Resolutions
  - 3) Resolutions for Unanimous Consent;
- h) Other County business;
- i) Announcements; (limited to three minutes)
- j) Privilege of the Floor with respect to agenda and non-agenda County business; and
- k) Adjournment.

Condolence resolutions shall be permitted as part of the "adjournment" when they relate to a current or former Dutchess County employee or Dutchess County elected official.

**ARTICLE IV**

**RULES OF ORDER AND PROCEDURE**

**RULE 4.1      ROLL CALL:**

The members of the County Legislature shall be called to order by the Chair at every meeting of the Legislature and it shall be the duty of the Clerk of the Legislature to call roll and record names of those members who are present or absent. Any member arriving after the roll call has been completed shall report to the Clerk and shall be recorded "Present, Late."

**RULE 4.2      ATTENDANCE AND QUORUM:**

A. A Majority of the whole of the members of the County Legislature shall constitute a quorum for the transaction of business, but a lesser number may adjourn.

B. A member of the County Legislature who has answered roll call at any meeting of the Legislature shall not be permitted to absent himself/herself from such meeting without notifying the Clerk.

C. Any legislator failing to be properly seated at any regular or special meetings of the Legislature shall be recorded absent by the Clerk.

***RULE 4.3      POWERS AND DUTIES OF THE CHAIR:***

**A. It shall be the duty of the Chair of the Dutchess County Legislature:**

- a) to become familiar with the property, function, and fiscal affairs of the County; and**
- b) to see that the statutes, local laws and resolutions of the County Legislature and directions of County officers empowered to make the same are faithfully executed and report to the Legislature any neglect of duty; and**
- c) to make recommendations to the County Legislature on legislation and such other matters deemed material and advisable.**

**B. The Chair shall preside at all meetings of the Legislature at which he/she is present; shall preserve order and decorum and in the event of disruption or disorderly conduct in the chamber, gallery, or hallway the Chair may cause the same to be cleared until order is restored; shall decide all questions of order subject to appeal to the Legislature; and shall perform such duties as are provided by Law and these Rules.**

**C. If the Chair fails to appear within fifteen (15) minutes of the time fixed for a meeting of the Legislature, it shall be the duty of the Clerk of the Legislature to call the meeting to order and the Legislative members present, by a majority vote, shall select a member of the Legislature as Chair who shall have and exercise all the duties and powers of the Chair as temporary Chair for said meeting.**

**D. The Chair shall designate a Legislator as acting Chair to preside when the Chair desires to speak from the floor on any pending matter. Such designation shall be effective until the question on the floor is disposed of or the Chair elects to return to the Chair.**

**E. The Chair shall in all cases, have the right to vote, except on appeals to the Legislature from decisions of the Chair; on all other questions, when the vote is equally divided, including the vote of the Chair, the question shall be lost.**

**F. The Chair shall have the power to:**

**a) determine what officers and employees of the Legislative Branch may attend conferences and schools conducted for the betterment of County government.**

**b) perform such other duties as the Legislature may determine to be necessary to give full effect to the provisions of the County Law or these Rules.**

**G. The Chair may declare an emergency and adjourn a regular or special meeting to a date not to exceed seven (7) days beyond the meeting so adjourned.**

**H. After the Organizational Meeting of the Legislature, the Chair shall establish a seating plan. Such plan shall be observed at all regular and special meetings of the Legislature.**

**I. The Chair will notify, in a timely fashion, the sponsors of any resolutions, including those resolutions submitted by the Executive Branch, petitions, reports, or local laws which may have conformed to all other requirements of the Legislative rules but have been pulled by the Chair. This notification will be accompanied by a written explanation from the Chair.**

***RULE 4.4      PRIVILEGE OF THE FLOOR:***

Persons not members of the County Legislature may, on motion to suspend the rules, be permitted to speak regarding matters pending before the Legislature or in the process of being presented to said Legislature.

***RULE 4.5      PETITIONS, REPORTS, MOTIONS,  
RESOLUTIONS AND ANNOUNCEMENTS:***

A. All petitions, reports, and resolutions shall be reduced to writing, sponsored by at least two members of the Legislature, and filed with the Clerk.

B. Any Legislator who wishes to be a sponsor of any resolution shall notify the Clerk, at any time prior to the taking of the vote, and the Clerk with the permission of the sponsors(s) shall add the Legislator's name to the resolution as a sponsor.

C. Petitions, reports, and communications may be presented to the County Legislature by the Chair or any member of the Legislature and the same or a summary thereof shall be read by the Clerk.

D. All petitions, reports, motions, resolutions, and communications requiring action of a committee shall be referred by the Chair without motion to the committee having in charge matters relating to the same.

E. All resolutions, to be presented at a regular, adjourned, or special meeting of the County Legislature shall be filed with the Clerk of the County Legislature not later than 4:45 pm on the resolution deadline date established annually except that this requirement may be waived by the Chair of the Legislature.

**F. All resolutions amending the adopted budget or directing a capital expenditure must be submitted with a fiscal impact statement. If the chair determines that the estimate or estimates contained in the fiscal impact statement are inaccurate or unsupported by specific budgetary data, such inaccuracies shall impair or invalidate such resolution and such resolution can be pulled by the chair in the same manner set forth in Rule 4.3(I).**

**G. All resolutions authorizing the bonding of expenditures of \$500,000 or more shall be presented at a meeting of the relevant Committee no later than seven (7) calendar days prior to the regularly scheduled legislative committee day and copies thereof shall be emailed immediately thereafter to each legislator's official county email. This requirement may be waived by the Chair of the Legislature.**

**H. No resolution except those subject to Rule 4.5 (G) shall be considered by a committee unless the same shall have been emailed to each legislator's official county email at least three (3) calendar days prior to the legislative committee day. This requirement may be waived by the Chair of the Legislature or in his/her absence by the Chair of the relevant Committee.**

**I. A proposed local law may be introduced by a member of the Legislature at a meeting of the Legislature by laying it on the desks of each Legislator.**

**As an alternative means of introduction, the Chair of the Legislature may introduce the Local Law by mailing copies to each Legislator in postpaid, properly addressed and securely closed envelopes or wrappers in a post box or post office of the United States Post Office, at least ten (10) calendar days, exclusive of Sunday, prior to a meeting of the Legislature and, at the same time, placing copies in the mailbox of each Legislator at the Legislative office.**

**J. The Clerk will notify, in a timely fashion, the sponsors of any resolutions, including those resolutions submitted by the Executive Branch, petitions, reports, or local laws which have conformed to all other requirements of the Legislative rules which have been pulled by the Committee Chair.**

**K. A Consent Agenda may be presented by the Chair of the Legislature at the beginning of a meeting. Any item of business requiring action by the Legislature but considered to be routine or not controversial in nature, may be presented as part of the Consent Agenda. The Consent Agenda shall be introduced by a motion “to approve the Consent Agenda” and shall be considered by the Legislature as a single item. The motion to approve the Consent Agenda is not debatable. Upon objection by any Legislator to inclusion of any item on a Consent Agenda, that item shall be removed from the Consent Agenda. Such objections may be recorded any time prior to the taking of a vote on a motion to approve the Consent Agenda. Any item removed from the Consent Agenda shall be considered as part of all other resolutions portion of the agenda. The approval of motion to approve the Consent Agenda shall be fully equivalent to approval, adoption, or enactment of each such motion or resolution or other item of business thereon, exactly as if each had been acted upon individually.**

**L. The Legislature can discharge from committee a matter that has been referred to it upon which the committee has not reported back to the Legislature, or which has been defeated in committee, by a majority vote of the Legislature as fully constituted, or a majority of those present and voting if previous notice of intent to discharge from said committee is given.**

**M. A memorialization resolution is used to make any statement that asks another government official or body to act or intended to encourage support or opposition to an action by or being considered by another government official or body. Any memorialization shall require at least four sponsors and must have a direct impact on Dutchess County Government and provide a fiscal impact statement and other supporting documentation for such proposed action. Any memorialization to the NYS Legislature or the US Congress must have bill numbers in both houses and the bills must be referred to and attached to the resolution.**

**N. With respect to Rule 3.1 (h) “Announcements”, all such announcements must be submitted to the Clerk of the Legislature by 5:00 p.m. on the day of the Board Meeting and will be announced by the Clerk.**

***RULE 4.6            PRIORITY OF BUSINESS:***

**All questions relating to the priority of business under the same order of business shall be decided by the Chair without debate.**

***RULE 4.7            WHEN DEBATE IN ORDER:***

**No debate shall be in order until the pending questions shall be stated by the Chair.**

***RULE 4.8 ADDRESSING THE CHAIR:***

**A member rising to debate, to give notice, to make a motion, or report, or to present a petition on other Legislative business, shall address the Chair and shall not proceed until recognized by the Chair. When two or more members rise to speak at the same time, the Chair shall decide and determine which member is entitled to the floor.**

***RULE 4.9 CALLS TO ORDER:***

**If a member shall breach or violate the Rules of the County Legislature or *Robert's Rules of Order* (newly revised), the Chair shall call him/her to order, in which case the member so called shall yield the floor and observe order and decorum until recognized by the Chair. A point of order can be made by the chair or any member of the Legislature who thinks that the rules of the Legislature are being violated. A point of order takes precedence over any pending question out of which it may arise. It is in order when another has the floor who can be interrupted by a member or the chair making the point of order. A point of order does not require a second. It is not debatable but must be explained, if necessary and with the chair's consent, and must be ruled on by the chair before debate can resume.**

***RULE 4.10 FLOOR MOVEMENT***

**To preserve the order, decorum and security of the Legislature, the floor of the Legislative Chamber will be restricted during meetings to Legislators, Legislature Staff, Countywide Elected Officials, Administration Representatives, Department heads, and those granted permission by the Chair.**

***RULE 4.11      BANNER, SIGNS AND PLACARDS***

**Banners, signs, and placards are disruptive to the deliberative process. Any display of banners, signs, or placards in the Legislative Chambers is prohibited.**

***RULE 4.12      PUBLIC CONDUCT***

**A. All visitors and spectators in the Dutchess County Legislature must be respectful and obey the rules of order promulgated by the Legislature**

**B. Except for during commendations and proclamations applause from the public is prohibited.**

***RULE 4.13      MEMBERS ENTITLED TO VOTE:***

**A. Any member who shall be present when the Chair announces a vote shall vote unless he/she has obtained permission of the chair to abstain. A member who refuses to cast a vote or who does not obtain permission to abstain, shall be deemed to have voted with the prevailing side on the motion. In the event of a tie vote, the vote shall be deemed to be a nay vote.**

**1. A member may be allowed to abstain from voting aye or nay on the adoption of minutes of legislative meetings that transpired prior to the member's election to the Legislature.**

**2. A member may be allowed to abstain from voting aye or nay on the adoption of minutes of legislative meetings wherein that member was not in attendance.**

**B. A member has the right to change his/her vote up to the time the vote is finally announced by the Clerk.**

**C. A member who declares a conflict or an intent to abstain may not participate in the discussion of the question. A member with an actual conflict as defined in the Dutchess County Code of Ethics shall obtain permission to recuse themselves and shall remove themselves from the Chambers during deliberations.**

**D. Any member who shall leave the Legislative Chambers without permission from the Chair shall be considered an unauthorized absence and they shall be deemed to have voted with the prevailing side on any motion during their unauthorized absence. In the event of a tie vote, the vote will be deemed to be a nay vote.**

***RULE 4.14 APPEAL FROM DECISION OF CHAIR:***

**A. Any member of the Legislature may appeal from any decision of the Chair, except when another appeal is pending, but it can be made only at the time the ruling is made. If any debate or business has intervened, it is too late to appeal.**

**B. When a member wishes to appeal from the decision of the Chair, he/she shall do so as soon as the decision is made, even though another has the floor and without waiting to be recognized by the Chair, saying, "Madame/Mr. Chair, I appeal from the decision of the Chair." If this appeal is seconded, the Chair should clearly state the question at issue and his reasons for the decision if he/she thinks it necessary and then state the question. If there is a tie vote, the Chair is sustained.**

**C. An appeal cannot be debated when related to indecorum, transgression of rules of speaking, priority of business or while the immediately pending question is undebatable. When debatable, no member is allowed to speak more than once except the Chair, who may at the close of the debate answer the arguments against the decision.**

***RULE 4.15 VOTE REQUIRED FOR ADOPTION OF RESOLUTIONS:***

**A. It shall require a majority vote of all members of the Legislature to adopt a resolution; however, any procedural matter may be adopted by a majority of the members present, except where these rules expressly provide to the contrary and where otherwise required by law.**

**B. Once the County Budget in any given fiscal year has been adopted it shall require 2/3 affirmative vote of all members of the Legislature to adopt resolutions authorizing the transfer of funds from any contingency line in the adopted County Budget or from the fund balance.**

***RULE 4.16 EFFECTIVE DATE OF RESOLUTIONS***

**All resolutions shall become effective as provided by law.**

***RULE 4.17 POWER TO AMEND OR REPEAL RESOLUTIONS, ORDINANCES AND LOCAL LAWS:***

**Except as otherwise expressly provided by law or these Rules, the Legislature shall have the power to amend, repeal or supersede any local laws, ordinances or resolutions theretofore adopted.**

***RULE 4.18 ROLL CALL VOTE TAKEN:***

**The roll call vote shall be taken on any questions when required by statute or these Rules, or upon demand by any member of the Legislature at any time prior to stating the next question.**

***RULE 4.19 WITHDRAWAL OF A MOTION:***

**A motion for leave to withdraw a motion may be made by the mover at any time before voting on the question has commenced, even though the motion has been amended and it requires no second. After the question has been stated, it is in possession of the Legislature, and a member can neither withdraw nor modify it without the consent of the Legislature.**

***RULE 4.20 MOTIONS WHEN RECEIVABLE:***

**When a question is under debate, no motion shall be entertained unless:**

- 1) for an adjournment;**
- 2) to lay on the table;**
- 3) for the previous question;**
- 4) to postpone;**
- 5) to refer to a committee;**
- 6) to amend.**

**These motions shall have preference in the order in which they are here stated; the first four motions are neither amendable nor debatable.**

***RULE 4.21 ADJOURNMENT:***

**A motion to adjourn may be made by a member who has the floor; it cannot be made during a roll call or when the Legislature is engaged in voting, and it shall be decided without debate.**

***RULE 4.22      MOVING THE QUESTION:***

**A. The Chair shall not close debate so long as any member who has not exhausted his/her right to debate desires the floor, except by order of the Legislature, which requires a 2/3 majority of those present and voting.**

**B. The form of this motion is “I move (or demand or call for) the question on (here specify the motion on which it is desired to be ordered).” It cannot be debated or amended and must be voted on immediately. When the Legislature shall order the question and amendments are pending, the questions shall first be taken upon such amendments in reverse order and then upon the main question without further debate or amendment.**

***RULE 4.23      POSTPONEMENT OF CONSIDERATION:***

**A. A motion to lay a question on the table shall be decided without amendment or debate. This motion cannot be applied to anything except a question pending.**

**B. A motion to postpone to a day certain or to make the consideration of the question a special order for a day certain shall until it is decided to preclude all amendments to the main question. A question cannot be postponed beyond the next regular session of the Legislature.**

***RULE 4.24      REFERENCE TO COMMITTEE:***

**The motion to commit or refer to a committee shall, until it is decided, preclude all amendments to the main question.**

***RULE 4.25 RECONSIDERATION GENERALLY:***

**No motion for reconsideration shall be in order unless made on the same day, or the meeting, regular or special, next succeeding that on which the decision proposed to be reconsidered took place, it must be made by a member who voted with the prevailing side on the vote of the motion or resolution proposed to be reconsidered.**

***RULE 4.26 MINUTES OF MEETINGS OF THE LEGISLATURE:***

**A. All resolutions, reports of committees of this Legislature, reports of County Officers, notices and communications from State Officers directing the levy of any tax shall be included in the proceedings of the Legislature.**

**B. The minutes of the Clerk shall record the reading of other communications with sufficient description to show their nature and purpose, but they need not be printed in full in the proceedings except upon the order of this Legislature. Public comment shall be included in the minutes, which will include the name of the person who speaks.**

**C. In all cases where a resolution or motion is entered on the minutes the Clerk shall enter the name of the moving members.**

**D. A draft of the previous regular monthly meeting's minutes shall be given to Legislators, either by e-mail or in their mailboxes, no later than five days before the next regularly scheduled monthly meeting. Accepted minutes shall be made available to Legislators no more than seven days after the meeting at which they were accepted. Accepted minutes to the meetings of the County Legislature's committees shall be added to the County Legislature's website separately titled as Committee Meeting Minutes with appropriate date. The same requirements shall apply to the minutes of any**

special meeting conducted by the Legislature.

***RULE 4.27 WHERE NO EXPRESS RULE IS PROVIDED:***

Except as herein otherwise provided, *Robert's Rules of Order* (newly revised), shall be applicable and shall govern.

***RULE 4.28 STATE STATUTE OR COUNTY CHARTER SHALL GOVERN:***

A. In the event that any Rules herein, or portion thereof, is inconsistent or in conflict with any State Statute or County Charter, the said State Statute or County Charter shall govern.

B. In the absence of any rule or in the event of an inconsistency of any rules of this Legislature with respect to any requirement of the statutes of the State of New York or the County Charter, such statutory provision or requirement shall be deemed to be a part of these Rules and such statute shall govern.

***RULE 4.29 AMENDMENT TO RULES:***

The Legislature shall have the power to amend these Rules by affirmative vote of a majority of the whole Legislature.

***ARTICLE V***

***COMMITTEES***

***RULE 5.1 CREATION OF COMMITTEES:***

For the purpose of aiding or assisting the Legislature in the transaction of its business, the Legislature shall create Standing and Special Committees. The local law or resolution creating such Standing or Special Committee shall specify the power, duties, and

number of such committee members.

***RULE 5.2           GENERAL DUTIES AND FUNCTIONS OF  
COMMITTEES:***

Every committee shall have actual or implied authority to do whatever is necessary to carry out the functions of the committee or whatever is reasonably incidental thereto and shall do things as may be necessary or advisable to comply with the requirements of the law and of this Legislature.

***RULE 5.3           TIME AND MANNER OF APPOINTMENT  
COMMITTEES:***

Except as specifically required by law, all committees of this Legislature shall be appointed from its membership by the Chair within thirty (30) days from the date of the Organizational Meeting by filing with the Clerk a list showing the name of the committee and the membership thereof and all vacancies shall be filled in like manner. The Clerk shall, upon receipt of such list, email a copy to each member of the Legislature. Those committees specifically required to be appointed pursuant to law shall be created as directed by Statute. The Chair of the Legislature, Majority Leader, Assistant Majority Leader, Minority Leader, and Assistant Minority Leader shall be ex officio members of each of said Committees.

***RULE 5.4           TERM OF COMMITTEE MEMBERSHIP:***

A member of any Standing or Special Committee shall serve until the end of the year of his/her appointment unless sooner replaced by the Chair for stated written cause. Each member of any Special Committee shall serve for a period specified in the resolution appointing him/her unless sooner replaced by the Chair, provided, however, no committee member shall serve longer than the term of which he/she shall have been elected as Legislator.

**RULE 5.5            RULES OF PROCEDURE FOR COMMITTEES:**

**A. The Chair of each committee shall be the Presiding Officer and shall cause the members thereof to be notified twenty-four (24) hours in advance of each meeting and call all necessary and required meetings. Upon his/her refusal or neglect to call any meeting, the Clerk of the Legislature upon written request signed by a majority of the committee shall call such meetings. Each committee shall perform the duties assigned to it by the Legislature and such other duties as may be required by law.**

**B. The Order of Business at each meeting of Committees of the County Legislature shall be as follows:**

- a) Roll Call by the Clerk**
- b) Presentations and Reports**
- c) Privilege of the floor with respect to printed agenda items, except during budget review sessions of the Budget, Finance & Personnel Committee subject to Rule 5.13 (A) and the review session of the Capital Project Plan during Public Works and Capital Projects Committee**
- d) Consideration of Resolutions with respect to printed agenda items**
- e) Other Business**
- f) Adjournment**

**C. A quorum shall be defined as a majority of the members of any given committee including the Chair of the Legislature, the Majority Leader, the Minority Leader, the Assistant Majority Leader, and the Assistant Minority Leader.**

**For the purpose of conducting the business of any given committee, a quorum must be maintained. Except as provided in Rule 4.13, once a quorum has been established all voting shall be decided by a majority of those present and voting, including the**

**Chair of the Legislature, the Majority Leader, the Minority Leader, the Assistant Majority Leader, and the Assistant Minority Leader. Except as provided in Rule 4.13, all committee determinations shall be on recorded roll call vote of a majority of those present and voting. All votes shall be cast in person in open session of the committee.**

**D. The chair of a committee shall not close debate so long as any member of the committee who has not exhausted his/her right to debate desires the floor, except by order of the committee, which requires a 2/3 majority of those members present. Every member of the committee present shall have the opportunity to speak at least once for a period not to exceed ten minutes.**

**E. No report shall be made by any committee on any subject referred to it in the absence of approval by a majority of the said committee unless a majority of the Legislature so orders or directs.**

**F. All committee meetings shall be open to the public, except as otherwise provided by law.**

**G. The Chair of each committee shall appoint a standing subcommittee for the purpose of reviewing and making recommendations regarding appointments submitted for confirmation by the Legislature. Such appointments to the standing subcommittee will be provided to the Majority and Minority leaders by February 1st along with any changes that are made during such term.**

***RULE 5.6            COMMITTEE AUTHORIZED TO ACCEPT HELP  
FROM NON-MEMBERS***

Any committee of this Legislature is authorized to accept advice and counsel from citizens who are not members of the Legislature.

***RULE 5.7            POWERS AND DUTIES OF THE LEGISLATURE  
NOT BE DELEGATED:***

Except when expressly authorized by law, nothing herein shall be deemed to authorize the delegation of the power, duties, or responsibilities of the legislature, or of any officer.

***RULE 5.8            REFERENCE TO COMMITTEES:***

A. No action shall be taken by the Legislature upon any matter or resolution on the same day on which it is presented, except for the election or appointment of the Chair, Clerk, and Deputy Clerk of the County Legislature, members of committees whose terms have expired, resolutions directing the Chair and the Clerk of the Legislature to sign tax rolls and affix the seal of the Legislature thereto, resolutions ratifying and confirming the tax rolls and directing the collection of taxes, and matters or resolutions which have theretofore been considered by and reported out of committee.

B. Except by unanimous consent of the Legislature in attendance, no matter, except the election or appointment of the Chair, Clerk, and Deputy Clerk of the County Legislature, shall be acted upon by the Legislature until after reported out by the proper committee.

C. Any resolution considered by a committee shall be considered by any subsequent committee in the form reported out by the prior committee. The resolution considered or amended by

the last committee to consider or amend such resolution shall be the version of such resolution listed on the Legislature's meeting agenda.

***RULE 5.9 REFERENCE TO SPECIAL COMMITTEE:***

Upon the majority vote of all members of the Legislature, any matter entrusted to any committee may be withdrawn from the consideration of such committee and referred to a special committee appointed in such manner as the resolution withdrawing such matter shall direct.

***RULE 5.10 RESIGNATION FROM COMMITTEE:***

No member shall be entitled to resign from any Committee to which he/she has been appointed unless said application has been approved by the Chair of the Legislature.

***RULE 5.11 PRESIDING OFFICER OF THE COMMITTEE OF THE WHOLE:***

In forming a Committee of the Whole Legislature, the Chair shall leave the Chair and appoint another Legislator to preside.

***RULE 5.12 RULES FOR THE COMMITTEE OF THE WHOLE:***

A. The Rules of the Legislature shall be observed by this Committee so far as they may be applicable except limiting the number of times of speaking and except that the yeas and nays shall not be taken on substantive matters and except that a motion to rise and report progress shall always be in order and decided without debate.

**B. The Committee of the Whole shall be open to the public, except as otherwise provided by law, with no public comment.**

***RULE 5.13      STANDING COMMITTEES OF THE  
LEGISLATURE:***

***A.      BUDGET, FINANCE, AND PERSONNEL***

**This committee shall consist of twelve (12) members of the Legislature inclusive of ex officio members.**

**Except as to matters specifically assigned to other committees, this committee shall have referred to it all matters relating to or arising out of the requirements of the law and the action of the Legislature with respect to:**

- 1) Annual Budget Review**
- 2) Arts, History, Tourism**
- 3) County Comptroller**
- 4) Dutchess Community College**
- 5) Economic Development Corporation**
- 6) Economic Development Zone**
- 7) Employee Contracts**
- 8) Finance**
  - Real Property Tax**
- 9) Grants**
- 10) Human Resources**
  - Risk Management**
- 11) Industrial Development Agency/Local Development Council**
- 12) Leases**
- 13) Merit Awards**
- 14) Off-Track Betting**
- 15) Taxes - hotel/motel, property, sales**
- 16) Above Department Budget Amendments**

**Notwithstanding Rule 5.5 (B)(c) it is intended that public comment on the Tentative Budget and Capital Project Plan and the reports by these committees will be reserved for a public hearing(s) on said budget and capital project plan.**

***B. ENVIRONMENT***

**This committee shall consist of twelve (12) members of the Legislature inclusive of ex officio members.**

**Except as to matters specifically assigned to other committees, this committee shall have referred to it all matters relating to or arising out of the requirements of law and the action of the Legislature with respect to:**

- 1) Cooperative Extension**
- 2) Environmental Impact Statements**
- 3) Environmental Management Council**
- 4) Fish & Wildlife**
- 5) Grants**
- 6) Forest Practice Board**
- 7) Planning and Development, Department of**
- 8) Resource Recovery Agency**
- 9) Soil Conservation Board**
- 10) Solid Waste Agency**
- 11) Water and Natural Resources**
- 12) Above Department Budget Amendments**

**C. *FAMILY AND HUMAN SERVICES***

**This committee shall consist of twelve (12) members of the Legislature inclusive of ex officio members.**

**Except as to matters specifically assigned to other committees, this committee shall have referred to it all matters relating to or arising out of the requirements of law and the action of the Legislature with respect to:**

- 1) Aging**
- 2) Community Action Agency**
- 3) Community and Family Services, Department of Youth Services**
- 4) Family Court**
- 5) Grants**
- 6) Behavioral and Community Health, Department of Weights and Measures  
Veterans Services**
- 7) Mental Hygiene Department**
- 8) Voluntary Action Agency**
- 9) Above Department Budget Amendments**

**D. *GOVERNMENT SERVICES AND ADMINISTRATION***

**This committee shall consist of twelve (12) members of the Legislature inclusive of ex officio members.**

**Except as to matters specifically assigned to other committees, this committee shall have referred to it all matters relating to or arising out of the requirements of law and the action of the Legislature with respect to:**

- 1) Board of Elections**
- 2) Board/Code of Ethics**

- 3) **Central and Information Services, Office of  
Central Services**
- 4) **County Attorney**
- 5) **County Charter**
- 6) **County Clerk**
- 7) **County Executive**
- 8) **County Legislature**
- 9) **Grants**
- 10) **Local Laws**
- 11) **Above Department Budget Amendments**

***E. PUBLIC SAFETY***

**This committee shall consist of twelve (12) members of the Legislature inclusive of ex officio members.**

**Except as to matters specifically assigned to other committees, this committee shall have referred to it all matters relating to or arising out of the requirements of law and action of the Legislature with respect to:**

- 1) **Commissioner of Jurors**
- 2) **County of Courts (except Family Court)**
- 3) **County Sheriff**
- 4) **District Attorney**
- 5) **Emergency Response, Department of**
- 6) **Grants**
- 7) **Homeland Security**
- 8) **Probation & Community Correction, Department of**
- 9) **Public Defender**
- 10) **STOP-DWI**
- 11) **Traffic Safety**
- 12) **Above Department Budget Amendments**

***F. PUBLIC WORKS AND CAPITAL PROJECTS***

**This committee shall consist of twelve (12) members of the Legislature inclusive of ex officio members.**

**Except as to matters specifically assigned to other committees, this committee shall have referred to it all matters relating to or arising out of the requirements of law and the action of the Legislature with respect to:**

- 1) Capital Budget**
- 2) Capital Projects**
- 3) Grants**
- 4) Public Works, Department of**
  - Airport**
  - Buildings and Grounds**
  - Dutchess Stadium**
  - Highways**
  - Parks**
- 5) Above Department Budget Amendments**
- 6) Transportation**

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# Government Services and Administration Roll Call

District	Name	Yes	No
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 6 - Town of Poughkeepsie	Kaul		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 17 - Town and Village of Fishkill	McHoul (C)		
District 18 - City of Beacon and Fishkill	Page	absent	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 24 - Dover and Pawling	House (VC)		

Present: 11  
 Absent: 1  
 Vacant: 0

Resolution:       
 Motion: ✓

Total: 11 0  
 Yes No  
 Abstentions: 0

DH/MP

Rule 2.2

- Change 7pm to 6:30pm
- meetings may be established by resolution at the December meeting

2024041  
 2/8/2024

# Government Services and Administration Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 6 - Town of Poughkeepsie	Kaul		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 17 - Town and Village of Fishkill	McHoul (C)		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 24 - Dover and Pawling	House (VC)		

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>
Absent: <u>1</u>	Motion: <u>    </u>	Yes      No
Vacant: <u>6</u>		Abstentions: <u>0</u>

2024041 ADOPTION OF THE PERMANENT RULES OF THE DUTCHESS COUNTY LEGISLATURE

**FEBRUARY 8, 2024**

# Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul	<i>absent</i>	
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	<i>absent</i>	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

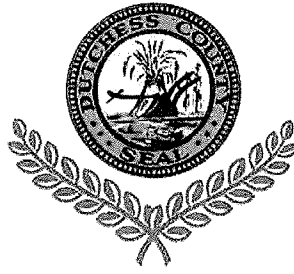
Present: 23  
 Absent: 2  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 23      0  
           Yes            No  
 Abstentions: 0

2024041 ADOPTION OF THE PERMANENT RULES OF THE DUTCHESS COUNTY LEGISLATURE

FEBRUARY 13, 2024



# DUTCHESS COUNTY LEGISLATURE

Condolence: Honorable Gerald V. Hayes

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature has learned with great sadness and regret of the recent death of the Honorable Gerald V. Hayes on January 27, 2024, at the age of 82, and

WHEREAS, Judge Hayes was born on November 24, 1941, in Yonkers, New York to the late Vincent and Helen Hayes, and

WHEREAS, Judge Hayes received his Bachelor's Degree from St. Anthony's Capuchin Franciscan Friary and College in New Hampshire and later received his Juris Doctorate from Fordham Law School, and

WHEREAS, Judge Hayes married the love of his life of 56 years, Sheila Kenny, on September 2, 1967, at Our Lady of the Rosary Church in Yonkers, New York, and

WHEREAS, Judge Hayes began his career as an Assistant District Attorney in Manhattan under District Attorney Frank Hogan and was later hired as a Dutchess County Assistant District Attorney by Judge Albert M. Rosenblatt. Judge Hayes then went into private practice, primarily as a criminal defense lawyer and also accepted an opportunity to protect the rights of the less fortunate and served as a part-time assistant public defender, and

WHEREAS, Judge Hayes was appointed Dutchess County Court Judge in March of 2000 by New York State Governor George Pataki and was later elected to a 10-year term in November of 2000 by Dutchess County voters, retiring at the completion of his term but he continued to serve on the Dutchess County Criminal Justice Council and was an active member in the Dutchess County Bar Association, embracing the opportunity to continue mentoring many attorneys who sought his counsel, and

WHEREAS, Judge Hayes was a man of deep faith, hard work, great sacrifice, profound wisdom, remarkable accomplishments, and of the highest character. During his time as a prosecutor, defense attorney, or County Court Judge, Judge Hayes earned the respect and admiration of all parties involved and was viewed as a first-rate lawyer and judge devoted to family and to ensuring justice in the world, and

WHEREAS, Judge Hayes was deeply involved in the community, teaching law classes at Marist College and Dutchess Community College, coaching several of his children's sports teams, President of the Warrior Club at Our Lady of Lourdes High School, member of the Marist Red Fox Club, founding member of the Knights of Columbus at St. Martin de Porres in Poughkeepsie, organizing blood drives, serving as an eucharistic minister among other activities at St. Martin's, serving on various non-profit and municipal boards including the Mediation Center of Dutchess County, the Dutchess County Board of Ethics, and Marist College Center for Lifetime Studies, and

WHEREAS, Judge Hayes was predeceased by his son Kevin Hayes and his grandson Thomas Meyer, and

WHEREAS, in addition to his loving wife, Judge Hayes is survived by his six children and their spouses Michael and Michele Hayes, Susan and Christopher Meyer, Matthew and Erin Hayes, Meghan and Christopher Farquharson, Christopher and Vanessa Hayes, and Patrick and Kayla Hayes as well as thirteen grandchildren, his brother William Hayes and his wife Debbie, and his sister Sandra and her husband Ben Lakatos, and

WHEREAS, Judge Hayes' passing will be mourned by his family, friends, and colleagues throughout Dutchess County, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deep sympathy and sincere condolences to the family and friends of the late Judge Gerald V. Hayes, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Judge Gerald V. Hayes.

Resolution No. 2024042

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February, 2024.



*Leigh Wagner*  
LEIGH WAGNER, CLERK OF THE LEGISLATURE



# DUTCHESS COUNTY LEGISLATURE

Condolence: Glenn C. Brown

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, on January 17, 2024, the Dutchess County Legislature learned with great sadness and regret of the recent death of Glenn C. Brown at the age of 65, and

WHEREAS, Glenn was born on April 29, 1958, the son of the late Glen and Ann Brown, and

WHEREAS, Glenn graduated from Whitehall High School and furthered his education, graduating from New Paltz University, and

WHEREAS, Glenn was employed at the Department of Community and Family Services for 12 years, where he worked as a Youth Worker and Foster Care Case Manager, he was later promoted to Dutchess County Probation and worked there until he retired in December of 2022. Glenn was a dedicated employee with an excellent work ethic and participated in many programs while working for the County, and

WHEREAS, Glenn loved to travel, interior decorate, dance, and spend quality time with family and friends, always being the life of the party, and

WHEREAS, Glenn was predeceased by his sister Bonnie Basque, and

WHEREAS, Glenn is survived by his partner and best friend of 47 years, Michael Thompson, his brother Larry Brown and his wife Iris, his sister Marilyn Basque and her husband Alan, as well as several nieces, nephews, cousins, and other extended family members, and

WHEREAS, Glenn's passing will be mourned by his family, friends, and colleagues throughout Dutchess County, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deepest sympathy and sincere condolences to the family and friends of the late Glenn C. Brown, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Glenn C. Brown.

Resolution No. 2024043

STATE OF NEW YORK

ss:

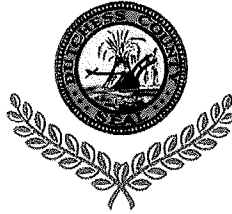
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Raigh Wager*  
RAIGH WAGER, CLERK OF THE LEGISLATURE



# DUTCHESS COUNTY LEGISLATURE

Condolence: William F. Smith

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, on January 24, 2024, the Dutchess County Legislature learned with great sadness and regret of the recent death of William F. Smith at the age of 87, and

WHEREAS, Bill was born on September 11, 1936, the son of the late Morris and Maria (Lore) Smith, and

WHEREAS, Bill was a graduate of F.D. Roosevelt High School and later earned an Associate Degree in Applied Science, with a major in Agriculture from SUNY Delhi, and

WHEREAS, Bill served his country in the United States Army from 1958 to 1960 in Korea, earning the Sharpshooter (Rifle) Commendation, and

WHEREAS, Bill began his career with the Town of Clinton Highway Department, and later went on to and retired from a 30-year career working with the Dutchess County Department of Public Works, after which he went to work for Clove Excavators, and

WHEREAS, on January 22, 1961, at St. Stanislaus Church in Pleasant Valley, Bill married his wife of 63 years, Judith Freer, who survives at home, and

WHEREAS, Bill's hobbies included restoring his 1956 Ford Fairlane Sunliner and 1937 Ford Pickup and competing in many local and national car shows. Bill also enjoyed spending time at his cabin in the Adirondacks, snowmobiling, camping, and most of all, picnics around the pool, and

WHEREAS, in addition to his loving wife, Bill is survived by his three children, Kelly Smith-Wajda and her husband Michael, Scott Smith and his wife Darlene, and Leigh Wager and her husband Rodney, as well as his eight grandchildren and three great grandchildren, and

WHEREAS, Bill's passing will be mourned by his family, friends, and colleagues throughout Dutchess County, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deepest sympathy and sincere condolences to the family and friends of the late William F. Smith, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late William F. Smith.

Resolution No. 2024044

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of February 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of February 2024.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

**Other County Business**

None.

**Announcements**

None.

**Privilege of the Floor with respect to agenda and non-agenda County business**

None.

There being no further business, the Chair adjourned the meeting in memory of the Honorable Gerald V. Hayes, Glenn C. Brown, and William F. Smith at 7:17 p.m.