DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

October 30, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Subject: Authorization to enter into a grant contract with Trinity Alliance

Dear Chairwoman Cunningham:

Management & Budget is requesting permission to enter into a contract with Trinity Alliance to spend their 2024 Albany County Law Enforcement Assisted Diversion (L.E.A.D.) funding allocation of $120,000. Sub awardees have until the end of 2025 per their contracts with the County to spend down funds and therefore the funding needs to be present in the County budget in 2025.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

Daniel P. McCoy

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-6098, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):

Date: October 30, 2024
Department: Management & Budget
Attending Meeting: Kate Pauly
Submitted By: Kate Pauly
Title: Grants Specialist
Phone: 518-447-7029

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Trinity Alliance 15 Trinity Place Albany, NY

Term: (Start/end date or duration) January 1, 2024 - December 31, 2025
Amount/Raise Schedule/Fee: $120,000

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)
Federal: Enter text. County: 100%
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line:

Revenue Amount: Enter text.
Appropriation Account and Line: A.4310.44092.10000
Appropriation Amount: $120,000

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: n/a

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Management & Budget is requesting permission to enter into a contract with Trinity Alliance to spend their 2024 Albany County Law Enforcement Assisted Diversion (L.E.A.D.) funding allocation of $120,000. Trinity Alliance handles the case management and community engagement services related to L.E.A.D. partners.

PROFESSIONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF ALBANY AND TRINITY ALLIANCE OF THE CAPITAL REGION FOR PROJECT MANAGEMENT HOST AGENCY SERVICES AND COMMUNITY ENGAGEMENT SERVICES FOR ALBANY LAW ENFORCEMENT ASSISTED DIVERSION INITIATIVE

CONTRACT NO. 2023-1032

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Trinity Alliance of the Capital Region, a registered New York corporation, with its principal place of business located at 15 Trinity Place, Albany, New York 12202(hereinafter, the "[C]onsultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WITNESSETH:

WHEREAS, the County has an Agreement to form the Albany Law Enforcement Assisted Diversion (LEAD) Policy Coordinating Group, said Agreement having been entered into on June 25, 2015 (hereinafter referred to as the "LEAD MOU"); and

WHEREAS, the County issued a Request for Proposals (hereinafter "RFP") seeking the services of a professional to fulfill the role of project management host agency and community engagement partner; and,

WHEREAS, the Consultant submitted a proposal dated April 15, 2023 to provide the aforementioned services; and,

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid services; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein; and

WHEREAS, the County has included $60,000 in its 2023 Adopted Budget for LEAD funding; and

NOW, THEREFORE THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; the LEAD MOU, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the

LEAD MOU; and 4) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

2.1 Consistent and together with the RFP and proposal, the Consultant serves as the host agency for Albany LEAD project managers in the City of Albany and other locations within Albany County while providing certain additional administrative, financial and other services in support of project management. As community outreach and engagement partner, the Consultant shall work collaboratively in the City of Albany with the Albany LEAD policy Coordinating Group (PCG), project managers, community-based organizations and community members to coordinate and ensure diverse community outreach and engagement. The Consultant shall demonstrate a commitment to LEAD principles, including provision of services that are trauma-informed and based on the harm reduction concept, client participation on a voluntary basis, advancement of racial equity, collaboration among and accountability to stakeholders and the community and cultural competence. The Consultant shall participate in the Albany LEAD PCG as an advisory non-voting member.

2.2 In addition to the Scope of Services described in Paragraph 2.1, the Consultant shall provide the services described in the Proposal, in a manner consistent with the requirements, provisions, terms and conditions, etc. contained in the RFP and the Addenda.

2.3 The Consultant shall not perform any services beyond those described in the Proposal (hereinafter, the "extra service(s)") unless it has obtained prior written approval from the County.

2.4 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed SIXTY THOUSAND AND 00/100 DOLLARS ($60,000.00) as full compensation for all services rendered under this Agreement.

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement, shall be in accordance with proposers cost proposal, and shall include all expenses incurred providing the services, and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance .

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County on a monthly basis upon the Consultant's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Department of Mental Health. Upon review and approval of the claim form, payment shall be rendered promptly.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2023, and shall continue in effect through December 31, 2024. The Agreement may be renewed if funding permits..

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate the Agreement if the Consultant if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the services in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate the Agreement if the County is substantially in breach of it.

6.1.3 The County may terminate the Agreement if the Federal funding for this program is discontinued.

6.2 In the event of a breach by the Consultant, the Consultant shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute consultant to satisfactorily complete the services, together with the County's own costs incurred in procuring a substitute consultant.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Consultant shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that services/work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County approved sub-consultants shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Consultant is, and shall function as, an independent consultant under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Consultant shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the services/work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon 30 days prior written approval by the County.

16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Consultant.

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS - CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant 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 Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. EXTRA SERVICES/WORK

If the Consultant is of the opinion that any services/work it has been directed to perform is beyond the scope of this Agreement and constitutes extra services/work, the Consultant shall

promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/work is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/work. In the event the County determines such services/work does constitute extra services/work, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. GEN. MUN. LAW § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant has not:

a. Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

b. Acted as a financial institution and extended $20 Million or more in credit to another person for 45 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow and all of the other policies and procedures contained/described in the RFP.

27.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.

27.3 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

27.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

27.5 The County shall bear no responsibility other than that set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 9/7/2023

BY: _____
Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

TRINITY ALLIANCE OF THE CAPITAL REGION

DATED: 8/9/23

BY: _____
Name

CEO
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2023, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 8th day of August, 2023, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

STATE OF NEW YORK)
COUNTY OF Albany) SS.:

On the 9th day of August, 2023, before me, the undersigned, personally appeared Harris Oberender, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Yahaira Reyes
Notary Public, State of New York
Qualified in Albany County
No. 01RE6341873
Commission Expires May 16, 2024

SCHEDULE A
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than $500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of $500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	$1,000,000
Bodily Injury	$1,000,000
Personal Injury	$1,000,000.

4. Professional Liability Insurance: A policy or policies of professional liability insurance with limits of not less than $1,000,000.

Albany LEAD Budget, September 2023 through 2025: Summary

EXPENSES

Function	2023 (Sept-Dec)	2024	2025
Case Management	128,227	460,852	489,591
Project Management	93,065	251,472	258,204
Clinical Support Initiative, ACDMH	-	175,000	181,000
Community Engagement	-	87,252	89,627
Albany County Performance Reporting	10,080	10,382	10,694
Evaluation and Research*	20,000	83,000	83,000
TOTAL EXPENSES *(excluding in-kind)*	**251,372**	**1,067,959**	**1,112,116**

RESOURCES

Source	2023 (Sept-Dec)	2024	2025
2020 COSSAP Grant	30,000	55,000	-
2022 COSSAP Grant**	30,080	323,222	274,694
2022 New York State Grant	79,850	200,150	
2023 New York State Grant		253,675	
Albany County Support	60,000	120,000	-
City of Albany Support***	33,000	21,000	-
NYS Health Department/Bridge Clinic Grant	18,442	73,000	73,000
TOTAL	**251,372**	**1,046,047**	**347,694**

PROJECTED SURPLUS OR (GAP)

	2023 (Sept-Dec)	2024	2025
Gap (excluding cost of in-kind services)	**0**	**(21,912)**	**(764,422)**

Notes:

Additional information on available resources is expected to eliminate projected gap of $21,915 for 2024.

*Evaluation/research expenses during 2023 estimated; work may continue into 2026.

**The 2022 COSSAP Grant totals $1.26 million, of which $308,000 is tentatively budgeted for expansion jurisdictions.

***We anticipate applying for a third year of City of Albany CDBG funds for 2024.

Proposed Uses of 2023 New York State Legislative Grant

Case Management, Albany	179,129
Case Management, Cohoes-Watervliet	37,309
Catholic Charities Care Coordination Services Total	**216,438**
Project Management, Albany	51,384
Community Engagement, Albany	23,162
Project Management, Cohoes-Watervliet	9,016
Trinity Alliance Total	**83,562**
Total, 2023 New York State Legislative Grant	**300,000**

Funding proposal: Law Enforcement Assisted Diversion in the Cities of Albany, Cohoes and Watervliet

December, 2023

Summary: Services, not arrests

Law Enforcement Assisted Diversion (LEAD) is an alternative to the traditional criminal legal system. It provides harm reduction-based case management support for people who otherwise may be arrested for behaviors related to mental health, substance use, homelessness or poverty.

This initiative to reform policing practices and improve human services is now in its 8th year in the City of Albany, and in 2023 expanded to the cities of Cohoes and Watervliet. LEAD operates with support from New York State, federal grants, and contributions from Albany County and the City of Albany. Sustained financial support from New York State is necessary to continue and enhance Albany LEAD's work, to further improve services to vulnerable residents, and to more effectively drive positive change in the criminal justice system.

The New York State Assembly has secured grants of $300,000 for Albany LEAD in the State budgets for fiscal year 2022-23 and again for 2023-24. We respectfully request a third year of such funding in the 2024-25 New York State budget to support ongoing operation of LEAD in Albany, Cohoes and Watervliet. Because more than 40 percent of projected spending in 2024 is supported by time-limited federal grants, we request consideration of longer-term State support as well. Recurring State funding would play an important role in assuring ongoing sustainability of LEAD and provide a secure financial foundation that, in turn, may help facilitate future grants from federal government agencies and/or private sources.

Background

Albany LEAD is a partnership among the Mayor of the City of Albany, the Albany County Executive, Albany Police Department, Albany County District Attorney, Center for Law and Justice, and the Central District Management Association. The County Executive's and District Attorney's offices also work with the Mayors and Chiefs of Police in Cohoes and Watervliet to oversee LEAD in those cities. Case management for clients in all three jurisdictions is provided by Catholic Charities Care Coordination Services. LEAD also works closely with other social services organizations such as Joseph's House and St. Catherine's Homeless Services to strategize the most effective supports to address individual clients' needs. The LEAD Operational Work Groups for Albany, Cohoes and Watervliet bring case managers together with operational partners in the Albany County Departments of Mental Health, Probation and Social Services as well as the Albany County District Attorney's Office, Public Defender's and Alternative Defender's offices, and the three police departments to drive solutions for individual LEAD clients on an ongoing basis.

As of December 2023, more than 400 individuals have been referred to LEAD in the three jurisdictions. Albany LEAD has produced 377 referrals through pre-arrest diversions by Albany Police or social contact referrals (outside the context of an immediate arrest situation).

Implementation of LEAD in Cohoes and Watervliet, begun in August 2023, has resulted in 26 referrals to date.

Most LEAD clients are homeless at the time of diversion and/or have experienced substance abuse or a mental health diagnosis. In the third quarter of 2023, Albany LEAD case managers directly served 118 clients. The most common services related to housing, assistance or accompaniment with legal concerns, hospital followups, access to substance use, medical or mental health treatment, transportation, and receipt of food assistance and other public benefits. Over the course of a year, the number of clients engaged is higher, with 181 Albany LEAD clients served in 2022.

A new street-based clinical treatment initiative serving LEAD clients is expected to be underway early in 2024. This initiative reflects the reality that, for many individuals who experience severe challenges with mental illness and substance use, traditional treatment settings may not be effective. The street-based initiative is funded for two years as part of a $1.26 million grant to Albany County from the U.S. Justice Department. The grant is also supporting a three-year program of evaluation by researchers at the University at Albany School of Public Health, expansion to the new jurisdictions, and increased data analysis across the initiative.

In September 2023, LEAD project management moved to Trinity Alliance of the Capital Region, which will also provide community engagement services for the initiative in the City of Albany.

Funding for Albany LEAD

Preliminary budget estimates for 2024 project total expenditures of just over $1.2 million among the three LEAD jurisdictions in Albany County. Case management services represent close to half of the total, with other major expenditures for project management, the new clinical services initiative, evaluation/data analysis, and community engagement.

Expenditures in 2024 will be supported primarily by funds remaining from a 2020 federal COSSAP grant; the additional $1.26 million federal grant mentioned above; State funding secured by the New York State Assembly in 2022 and 2023; and funding from Albany County and the City of Albany. Each of these funding sources is temporary in nature. A significant budget gap is projected for 2025 LEAD operations, due primarily to the phasing down of the 2020 federal grant and uncertainty regarding other major funding.

Continued support from New York State is needed to ensure that LEAD can continue to reform practices in the criminal justice system and serve individuals who experience homelessness, substance use and mental illness in the City of Albany and other jurisdictions within Albany County. State funding that is recurring, would play an important role in providing a secure financial foundation that in turn may help facilitate future grants from federal government agencies and/or private sources.

For further information, contact Albany LEAD Co-Project Managers:
Robert Ward – r.ward@ta-cr.org, 518-795-0737
Jennie Huling – j.huling@ta-cr.org; 518-618-2462

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
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WWW.ALBANYCOUNTY.COM

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

October 30, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Subject: Re-appropriation of Legislative Initiative Funding 2023

Dear Chairwoman Cunningham:

The Department of Management & Budget is requesting authorization to re-appropriate the Legislative Initiative Funding 2023 for Law Enforcement Assisted Diversion (L.E.A.D.). This fund balance needs to be re-appropriated in the 2024 budget. Sub awardees have until the end of 2025 per their contracts with the County to spend down funds.
This funding extension will be utilized to support Albany LEAD and will build upon the successful foundation that LEAD has already established in the City of Albany and expansion to surrounding jurisdictions. This funding makes it possible to advance the mission of LEAD in multiple, important ways.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

Daniel P. McCoy

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-6075, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
The Department of Management & Budget is requesting authorization to re-appropriate Legislative Initiative Funding 2023 Law Enforcement Assisted Diversion (L.E.A.D.) funding to the 2024 budget.

Date: October 29, 2024
Department: Management & Budget
Attending Meeting: Kate Pauly
Submitted By: Kate Pauly
Title: Grants Specialist
Phone: 518-447-7029

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:

Catholic Charities 40 North Main Ave. Albany, NY 12203
Trinity Alliance the Capital Region, Inc. 15 Trinity Place
Albany, NY 12202

Term: (Start/end date or duration) 1/1/2023 to 12/31/2025
Amount/Raise Schedule/Fee: $300,000

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☐ No ☒
Spreadsheet attached: Yes ☒ No ☐

Source of Funding - (Percentages)
Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:
Revenue Account and Line: A4322.03398.LIF23
Revenue Amount: $300,000
Appropriation Account and Line: A4322.44092.LIF23
Appropriation Amount: $300,000

ADDITIONAL INFORMATION:

Mandated Program/Service:	Yes ☐ No ☒
If Mandated, Cite Authority:	Enter text.
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: 2023-596, 2023-143

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)
Legislative Initiative Funding 2023 for Law Enforcement Assisted Diversion (L.E.A.D.) needs to be re-appropriated and encumbered into the 2024 budget. Subawardees have until the end of 2025 per their contracts with the County to spend down funds.

APPROPRIATIONS

USE WHOLE NUMBERS ONLY

BUDGET LINE						DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY						
				STATE POS. CODE	POSITION CONTROL					
A	4322	44092	LIF23	000	000000	L.E.A.D. Funding	$300,000			
						TOTAL APPROPRIATIONS	$300,000	$0		

ESTIMATED REVENUES

USE WHOLE NUMBERS ONLY

BUDGET LINE						DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY						
				STATE POS. CODE	POSITION CONTROL					
A	4322	03398	LIF23	000	000000	L.E.A.D. Funding		$300,000		
						TOTAL REVENUES	$0	$300,000		
						GRAND TOTAL	$300,000	$300,000		

RESOLUTION NO. 596

AUTHORIZING THE ACCEPTANCE OF FUNDING FROM NEW YORK STATE REGARDING THE LAW ENFORCEMENT ASSISTED DIVERSION PROGRAM IN ALBANY COUNTY AND AMENDING THE 2023 ALBANY COUNTY BUDGET

Introduced: 12/4/23
By Audit and Finance Committee:

WHEREAS, The Commissioner of the Department of Management and Budget has been notified that $300,000 in funding is available from New York State in support of the Law Enforcement Assisted Diversion (LEAD) Program, and

WHEREAS, The Commissioner has requested authorization to accept said funding in support of the LEAD Program throughout Albany County and that there is no end date associated with such funds, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to accept said funding from the New York State Assembly regarding the Law Enforcement Assisted Diversion Program in the amount of $300,000 and that there is no end date associated with such funds, and, be it further

RESOLVED, That the 2023 Albany County Budget is hereby amended as follows:

Create and Increase Revenue Account A4322 0 3398 LIF23 LEAD Funding NYS by $300,000

Increase Appropriation Account A4322.4 by $300,000 by increasing line item A4322 4 4092 LIF23 LEAD Funding by $300,000

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 12/4/23

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 4th day of December, 2023, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.

IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 4th day of December, 2023.

Clerk, Albany County Legislature

PROFESSIONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF ALBANY AND TRINITY ALLIANCE OF THE CAPITAL REGION, INC. FOR CASE MANAGEMENT SERVICES AND OVERSIGHT OF PROJECT MANAGEMENT OF ALBANY LAW ENFORCEMENT ASSISTED DIVERSION (LEAD)

PURSUANT TO RES. 143 OF 2023, ADOPTED 4/10/23

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207, (hereinafter, the "County"), and Trinity Alliance of the Capital Region, Inc., with its principal place of business located at 15 Trinity Place, Albany, New York 12202 (hereinafter, the "[C]onsulant," "[C]ontractor," "Proposer" and/or "[S]ubcontractor," and with the Coutny, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WITNESSETH:

WHEREAS, the County has an Agreement to form the Albany Law Enforcement Assisted Diversion (LEAD) Policy Coordinating Group, said Agreement having been entered into on June 25, 2015 (hereinafter referred to as the "LEAD MOU"); and

WHEREAS, By Resolution No. 143 for 2023, adopted April 10, 2023, the Albany County Legislature authorized the Albany County Executive to enter into an agreement with Public Defender Association, Seattle, Washington 98104, regarding case management services to (LEAD) clients in Albany County pursuant to existing MOUs and to provide oversight of project management in the amount of $102,116.00; and

WHEREAS, the County has a need for project management host agency services and community engagement services as requested by the Office of the Albany County Executive on behalf of the Albany LEAD initiative, said request having been denominated RFP #2023—042, and having been issued by the Albany County Purchasing Division (hereinafter called the "Purchasing Division") on March 30, 2023 and published on April 6, 2023 (hereinafter called the "RFP"); and

WHEREAS, Consultant has submitted a proposal on April 25, 2023 (hereinafter called the "Proposal"); and

WHEREAS, By Resolution No. 289 of 2023, adopted July 10, 2023, the Albany County Executive has indicated that Trinity Alliance has been selected to replace the Public Defender Association to act as the new host agency for LEAD project management, and to be the employer of record for project managers throughout Albany County; and

WHEREAS, the Consultant must follow all Federal Contract provisions required by the Federal Award (attached hereto and made apart hereof as Schedule B); and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an Agreement with the Consultant to provide the aforesaid services, commencing on January 1, 2023 and continuing in effect through December 31, 2025 via Resolution No. 143 of 2023, adopted April 10, 2023; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1. The Contract Documents consist of the following: 1) this Agreement, 2) the LEAD MOU, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2. In the event of any discrepancy, disagreement, or ambiguity among the documents that comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) the Agreement; 2) the LEAD MOU.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall provide case management and project management services to Albany Law Enforcement Assisted Diversion (LEAD) clients in Albany County pursuant to said 2015 Agreement between members of the LEAD Policy Coordinating Group.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed ONE HUNDRED TWO THOUSAND ONE HUNDRED SIXTEEN AND 00/100 (102,116.00) DOLLARS.

3.2 The County is not subject to federal, state, or local taxes.

ARTICLE 4. PAYMENT AND DELIVERY

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the County, and acceptance by the County of the Claim Form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on January 1, 2023 and continue in effect through December 31, 2025.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for material or labor, or disregards laws, ordinances, or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay, or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement id the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute Contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. NON-DISCRIMINATION

In accordance with 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 agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions, or privileges of employment.

ARTICLE 11. EXTRA WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 12. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in 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 Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Contractor has not:

(a) Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to

construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 14. RELATIONSHIP OF THE PARTIES

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 15. INDEMNIFICATION

The Contractor shall defend, indemnify, and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 16. INSURANCE COVERAGE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously issued certificate(s). No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, the Contractor warrants, under penalty of perjury, that to the best of its knowledge and belief the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, The Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. RECORDS

19.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

19.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

19.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 20. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 21. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 22. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 24. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 25. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the MacBride Principles of Fair Employment, the Iranian Energy Sector Divestment and other policies and procedures described above, the Contractor also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures of the County.

27.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

27.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

27.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

27.5 The County shall bear no responsibility other than that set forth in this Agreement.

27.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

(The Rest of This Page Left Intentionally Blank)

IN WITNESS WHEREOF, this Agreement has been executed by the County, acting by and through an authorized official, and the Contractor, by and through an act of a duly authorized officer, effective the day and year last below written.

COUNTY OF ALBANY

DATED:_____ BY:_____

Daniel P. McCoy
County Executive
Or
Daniel C. Lynch
Deputy County Executive

TRINITY ALLIANCE OF THE CAPITAL REGION

DATED:_____ BY:_____

_____
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____day of _____, 2023, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as County Executive, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the _____day of _____, 2023, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Deputy County Executive, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF _____)
COUNTY OF _____) SS.:

On the _____day of _____, 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. Worker's Compensation and Employees Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.

2. Automobile Liability: Policies with the limits of not less than $500,000.00 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobiles and with the limits of $500,000.00 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

3. General Liability: A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability for:	Combined Single Limit:
Bodily Injury	$1,000,000.00
Property Damage	$1,000,000.00
Personal Injury	$1,000,000.00

4. Professional Liability Insurance: A policy or policies of professional liability insurance with limits of not less than $1,000,000.

SCHEDULE X6
Federal Contract Provisions

The following provisions are required and apply when federal funds are expended by the County of Albany.

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal contract provision (A) above, when federal funds are expended by the County of Albany, the County reserves all rights and privileges under the applicable laws and regulations with respect to this Agreement in the event of breach of contract by either party.

Does Contractor/Consultant agree? YES ___ Authorized Representative's initials: ____

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000).

Pursuant to Federal contract provision (B) above, when federal funds are expended by the County of Albany, the County reserves the right to immediately terminate any contract in excess of $10,000 in the event of a breach or default of the agreement by Contractor/Consultant, in the event the Contractor/Consultant fails to:

(1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, agreement, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the agreement and/or the procurement solicitation. The County of Albany also reserves the right to terminate the contract immediately, with written notice to the Contractor/Consultant, for convenience, if the County believes, in its sole discretion that it is in the best interest of the County to do so. The Contractor/Consultant will be compensated for work performed and accepted and goods accepted by the County as of the termination date if the contract is terminated for convenience of the County. Any award under the RFB/P #2023-042 procurement process is not exclusive and the County reserves the right to purchase goods and services from other Contractors/Consultants when it is in the best interest of the County. .

Does Contractor/Consultant agree? YES ___ Authorized Representative's initials: ____

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in

accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal contract provision (C) above, when federal funds are expended by the County of Albany on any federally assisted construction contract, the aforesaid equal opportunity clause is incorporated by reference herein.

Does Contractor/Consultant agree? YES ___ Authorized Representative's initials: ____

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal contract provision (D) above, when federal funds are expended by the County of Albany during the term of an award for all contracts and subgrants for construction or repair, the Contractor/Consultant shall comply with all applicable Davis-Bacon Act provisions.

Does Contractor/Consultant agree? YES ___ Authorized Representative's initials: ____

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part

5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal contract provision (E) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County, the Contractor/Consultant shall be, and shall remain, in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Contractor/Consultant certify? YES ___Authorized Representative's initials: ____

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal contract provision (F) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (F) above.

Does Contractor/Consultant certify? YES ___Authorized Representative's initials: ____

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-

1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal contract provision (G) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (G) above.

Does Contractor/Consultant certify? YES ___Authorized Representative's initials: ____

(H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal contract provision (H) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts, the Contractor/Consultant neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of New York. The Contractor/Consultant shall immediately provide written notice to the if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The County may rely upon a certification of a Contractor/Consultant that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the County knows the certification is erroneous.

Does Contractor/Consultant certify? YES ___Authorized Representative's initials: ____

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors/Consultants that apply or bid for an award exceeding $100,000 must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

Pursuant to Federal contract provision (I) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term and after the awarded term of an award for all contracts by the County, the Contractor/Consultant shall provide the required written certification that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor/Consultant further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The Contractor/Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The aforesaid certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the required certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Does Contractor/Consultant certify? YES ___Authorized Representative's initials: ____

(J) Procurement of Recovered Materials. When federal funds are expended by the County of Albany, it and its contractors/consultants must comply with section 6002 of the Solid Waste

Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal contract provision (J) above, when federal funds are expended the County of Albany, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor/Consultant certifies, by initialing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Contractor/Consultant certify? YES ___Authorized Representative's initials: ____

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by the County of Albany, Contractor/Consultant is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Pursuant to Federal contract provision (K) above, when federal funds are expended the County of Albany, the Contractor/Consultant certifies, by initialing this document, that it shall take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project.

Does Contractor/Consultant certify? YES ___Authorized Representative's initials: ____

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by the County of Albany for any contract, the Contractor/Consultant certifies it shall comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor/Consultant further certifies it will retain all records as required by 2 CFR § 200.334 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Contractor/Consultant certify? YES ___Authorized Representative's initials: ____

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $100,000 OF FEDERAL FUNDS

When federal funds are expended by the County of Albany for any contract in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Contractor/Consultant certify? YES ___Authorized Representative's initials: ____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the County of Albany for any contract resulting from this procurement process, the Contractor/Consultant certifies it shall be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Contractor/Consultant certify? YES ___Authorized Representative's initials: ____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Contractor/Consultant certifies it shall be, and remain, in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Contractor/Consultant certify? YES ___Authorized Representative's initials: ____

CERTIFICATION OF NON-COLLUSION STATEMENT

Contractor/Consultant certifies that it has executed a certification under penalty of perjury as part of its response to the RFB/P # procurement solicitation that it is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Contractor/Consultant certify? YES ___Authorized Representative's initials: ____

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND
CATHOLIC CHARITIES
FOR CASE MANAGEMENT SERVICES
OF ALBANY LAW ENFORCEMENT ASSISTED DIVERSION (LEAD)

PURSUANT TO RES. 143 OF 2023, ADOPTED 4/10/23

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207, (hereinafter, the "County"), and Catholic Charities, with its principal place of business located at 100 Slingerland Street, Albany, New York 12202 (hereinafter, the "[C]onsulant," "[C]ontractor," "Proposer" and/or "[S]ubcontractor," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WITNESSETH:

WHEREAS, the County has an Agreement to form the Albany Law Enforcement Assisted Diversion (LEAD) Policy Coordinating Group, said Agreement having been entered into on June 25, 2015 (hereinafter referred to as the "LEAD MOU"); and

WHEREAS, the County has a need for case management services as requested by the Office of the Albany County Executive on behalf of the Albany LEAD initiative; and

WHEREAS, The Commissioner of the Department of Management and Budget has requested authorization to enter into an agreement with Catholic Charities pursuant to existing Memorandums of Understanding to provide case management services in the amount of $113,794.00; and

WHEREAS, By Resolution No. 143 for 2023, adopted April 10, 2023, the Albany County Legislature authorized the Albany County Executive to enter into an agreement with Catholic Charities, regarding case management services to (LEAD) clients in Albany County pursuant to existing MOUs in the amount of $113,794.00 for a term commencing January 1, 2023 and ending December 31, 2025; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an Agreement with the Consultant to provide the aforesaid services, commencing on January 1, 2023 and continuing in effect through December 31, 2025 via Resolution No. 143 of 2023, adopted April 10, 2023; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1. The Contract Documents consist of the following: 1) this Agreement, 2) the LEAD MOU, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2. In the event of any discrepancy, disagreement, or ambiguity among the documents that comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) the Agreement; 2) the LEAD MOU.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall provide case management services to Albany Law Enforcement Assisted Diversion (LEAD) clients in Albany County pursuant to said 2015 Agreement between members of the LEAD Policy Coordinating Group.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed ONE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED NINETY FOUR AND 00/100 (113,794.00) DOLLARS.

3.2 The County is not subject to federal, state, or local taxes.

ARTICLE 4. PAYMENT AND DELIVERY

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the County, and acceptance by the County of the Claim Form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on January 1, 2023 and continue in effect through December 31, 2025.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for material or labor, or disregards laws, ordinances, or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the

County may, without cause, order the Contractor in writing, to suspend, delay, or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement id the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute Contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. NON-DISCRIMINATION

In accordance with 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 agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions, or privileges of employment.

ARTICLE 11. EXTRA WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 12. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in 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 Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Contractor has not:

(a) Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 14. RELATIONSHIP OF THE PARTIES

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 15. INDEMNIFICATION

The Contractor shall defend, indemnify, and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 16. INSURANCE COVERAGE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously issued certificate(s). No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, the Contractor warrants, under penalty of perjury, that to the best of its knowledge and belief the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, The Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. RECORDS

19.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

19.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

19.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 20. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 21. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 22. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 24. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 25. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the MacBride Principles of Fair Employment, the Iranian Energy Sector Divestment and other policies and procedures described above, the Contractor also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures of the County.

27.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

27.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

27.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

27.5 The County shall bear no responsibility other than that set forth in this Agreement.

27.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, this Agreement has been executed by the County, acting by and through an authorized official, and the Contractor, by and through an act of a duly authorized officer, effective the day and year last below written.

COUNTY OF ALBANY

DATED:_____

BY:_____

Daniel P. McCoy
County Executive
Or
Daniel C. Lynch
Deputy County Executive

CATHOLIC CHARITIES

DATED: 9/11/2023

BY: Candace E.

Executive Director
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____day of _____, 2023, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as County Executive, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the _____day of _____, 2023, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Deputy County Executive, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF New York)
COUNTY OF Albany) SS.:

On the 11th day of September, 2023, before me, the undersigned, personally appeared Candace Ellis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Susan E. Cofer
Notary Public

SUSAN E. COFER
Notary Public, State of New York
Registration #01CO6380185
Qualified in Albany County
Commission Expires 09\04\2026

SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. Worker's Compensation and Employees Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.

2. Automobile Liability: Policies with the limits of not less than $500,000.00 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobiles and with the limits of $500,000.00 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

3. General Liability: A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability for:	Combined Single Limit:
Bodily Injury	$1,000,000.00
Property Damage	$1,000,000.00
Personal Injury	$1,000,000.00

4. Professional Liability Insurance: A policy or policies of professional liability insurance with limits of not less than $1,000,000.

RESOLUTION NO. 143

AUTHORIZING VARIOUS AGREEMENTS REGARDING THE NEW YORK STATE LEGISLATIVE INITIATIVE FUNDING AND AMENDING THE 2023 ALBANY COUNTY BUDGET

Introduced: 4/10/23
By Audit and Finance Committee and Miller:

WHEREAS, The Commissioner of the Department of Management and Budget has requested authorization to enter into agreements with Catholic Charities and the Public Defender's Association regarding case management services to Law Enforcement assistance Diversion (LEAD) clients in Albany County pursuant to existing Memorandums of Understandings (MOUs) and to provide oversight of project management in the amount of $113,794 and $102,116 respectively, and for a term commencing January 1, 2023 and ending December 31, 2025, and

WHEREAS, The Commissioner has indicated that the aforementioned agreements will be financed through the New York State Legislative Initiative Fund, and that a budget amendment to the 2023 Albany County Budget is necessary to accept said funds, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreements with Catholic Charities, Albany, NY 12202 and Public Defender Association, Seattle, WA 98104, regarding case management services to (LEAD) clients in Albany County pursuant to existing MOUs and to provide oversight of project management in the amount of $113,794 and $102,116 respectively, and for a term commencing January 1, 2023 and ending December 31, 2025, and, be it further

RESOLVED, That the 2023 Albany County Budget is hereby amended as follows:

Increase Revenue Account A4322 0 3398 LIF22 L.E.A.D. Funding – NYS by $300,000

Increase Appropriation Account A4322.4 by $300,000 by increasing Line Item A4322 4 4092 LIF22 L.E.A.D. Funding – NYS by $300,000

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the to the appropriate County Officials.

Adopted by unanimous vote – 4/10/23

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

November 12, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

Subject: Request Contract Authorization

Albany County's Department of Management & Budget is requesting to renew Albany County's contract with Capital Markets Advisors (CMA) for one additional year (January 1, 2025-December 31, 2025) to provide technical assistance to Albany County with administration and management of ARPA and SLFRF funding. The amount of this contract is not to exceed $54,000. The original contract was awarded to the highest scoring bidder (RFP 2022-029) and allows for a two-year extension, of which we are requesting one. There is no cost to Albany County, it's 100% federally funded.

The budget for the projects related to ARPA will not be affected by this modification.

If you have any questions about this request, please do not hesitate to contact me.

Sincerely,

Daniel P. McCoy

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-6141, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to extend Albany County's contract with Capital Market Advisors (CMA) for one additional year of ARPA services

Date: November 12, 2024
Department: Management & Budget
Attending Meeting: Lucas Rogers
Submitted By: Kate Pauly
Title: Grants Specialist
Phone: 518-447-5566

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Capital Market Advisors, LCC 11 Grace Avenue, Suite 308, Great Neck, NY 11021

Term: (Start/end date or duration) January 1, 2025-December 31, 2025
Amount/Raise Schedule/Fee: $54,000

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☐ No ☒
Spreadsheet attached: Yes ☒ No ☐

Source of Funding - (Percentages)
Federal: 100% County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: CM95001C.04089Z.ARP24
Revenue Amount: Enter text.
Appropriation Account and Line: CM95001C.44046Z
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: 2022-176, May 9, 2022; 2024-363, June 10, 2024

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)
Request to extend Albany County's contract with CMA for one additional year to administer services related to ARPA funding. This renewal comes at a lower rate than the previous contract, as in-house Albany County grants staff have taken on some of the original responsibilities. CMA is still needed to manage the ARPA portal utilized by sub-recipients and aid in the submission of the quarterly and annual Treasury performance reports.

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND CAPITAL MARKETS ADVISORS, LLC
FOR ADVISORY SERVICES REGARDING AMERICA RESCUE PLAN ACT FUNDS

PURSUANT TO RES. NO. 176 FOR 2022, ADOPTED MAY 9, 2022

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Capital Markets Advisors, LLC, a New York limited liability company, with its principal place of business located at 11 Grace Avenue, Suite 308, Great Neck, New York 11021 (hereinafter, the "[C]onsultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WHEREAS, the County has a need for America Rescue Plan Act (hereinafter, "ARPA") advisory services, including, but not limited to, Public Engagement, Project Prioritization and Determination of Eligibility, Plan Development, Project Management and Compliance Support; and

WHEREAS, the Albany County Purchasing Division has issued a request for proposals for the aforesaid ARPA advisory services, said request having been designated RFP # 2022-029, issued on February 24, 2022 and published on March 3, 2022 (hereinafter, the "RFP"); and

WHEREAS, the Consultant has submitted a proposal on March 18, 2022 for the aforesaid ARPA advisory services (hereinafter, the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid ARPA advisory services; and

WHEREAS, the Albany County Legislature has authorized the Albany County Executive to enter into an agreement with the Consultant regarding the aforesaid ARPA advisory services via Resolution No. 176 for 2022, adopted Mary 9, 2022; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein; and

NOW, THEREFORE THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, incorporated by reference and made a part hereof; and the Proposal, the Scope of Work of which is attached hereto as Schedule A and made a part hereof (collectively, may be referred to herein as "the Agreement").

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Consultant shall provide the ARPA advisory services described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP-3 and RFP-4. The Consultant shall comply with all of the requirements, provisions, terms and conditions, etc. contained/described in the RFP.

2.2 In addition to the Project Scope of Services described in Paragraph 2.1, above, the Consultant shall also provide the services described in the Proposal, in a manner consistent with the requirements, provisions, terms and conditions, etc. contained in the RFP.

2.3 The Consultant shall not perform any services beyond those described in the Proposal (hereinafter, the "extra service(s)") unless it has obtained prior written approval from the County.

2.4 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed ONE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS ($180,000.00) as full compensation for all services rendered under this Agreement, and shall bill according to the hourly rates described in the Proposal.

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County upon the Consultant's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Albany County Executive's Office. Upon review and approval of the claim form, payment shall be rendered promptly.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on April 15, 2022 and shall continue in effect through April 14, 2024.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate the Agreement if the Consultant if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the services in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate the Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Consultant, the Consultant shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute consultant to satisfactorily complete the services, together with the County's own costs incurred in procuring a substitute consultant.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Consultant shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County approved sub-consultants shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Consultant is, and shall function as, an independent consultant under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Consultant shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation,

reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the services/work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule B attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon 30 days prior written approval by the County.

16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule B of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Consultant.

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS - CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant 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 Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. EXTRA SERVICES/WORK

If the Consultant is of the opinion that any services/work it has been directed to perform is beyond the scope of this Agreement and constitutes extra services/work, the Consultant shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/work is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/work. In the event the County determines such services/work does constitute extra services/work, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. GEN. MUN. LAW § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant has not:

a. Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

b. Acted as a financial institution and extended $20 Million or more in credit to another person for 45 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM

25.1 The Consultant understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Proposer further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Consultant agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Consultant also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Consultant's own liability.

25.2 The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to providing any services and/or commencing any work.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow and all of the other policies and procedures described in the RFP.

26.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.

26.3 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or

paragraphs.

26.5 The County shall bear no responsibility other than that set forth in this Agreement.

26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: _____

BY: _____
Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

CAPITAL MARKETS ADVISORS, LLC

DATED: _____

BY: Richard Tortora
Name

President
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____day of _____, 2022, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the _____day of _____, 2022, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF Erie) SS.:

On the 21st day of June, 2022, before me, the undersigned, personally appeared Richard Tortora, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Linda Lorentz
Notary Public

Linda Lorentz
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LO6134119
Qualified in Erie County
Commission Expires September 26, 2025

SCHEDULE A
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than $500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of $500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	$1,000,000
Bodily Injury	$1,000,000
Personal Injury	$1,000,000.

RESOLUTION NO. 363

AMENDING RESOLUTION NO. 176 FOR 2022, AS AMENDED, REGARDING AMERICAN RESCUE PLAN ACT ADVISORY SERVICES AND AMENDING THE 2024 ALBANY COUNTY BUDGET

Introduced: 6/10/24
By Audit and Finance Committee:

WHEREAS, By Resolution No. 176 for 2022, this Honorable Body authorized an agreement with Capital Markets Advisors, LLC regarding American Recovery Plan Act (ARPA) advisory services in an amount not to exceed $180,000 for a term commencing May 15, 2022 and ending April 31, 2024, and

WHEREAS, By Resolution No. 512 for 2022, this Honorable Body authorized an amendment to Resolution No. 176 for 2022 in order to transfer the funds into accounts created with the Comptroller to better track ARPA spending, and

WHEREAS, The Commissioner of the Department of Management and Budget has requested to further amend the agreement with Capital Market Advisors, LLC to reflect an ending date of December 31, 2024 with an additional $63,750, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 176 for 2022, as amended, is hereby further amended to include an additional $63,750 for a new total amount not to exceed $243,750, and, be it further

RESOLVED, That Resolution No. 176 for 2022, as amended, is also amended to reflect a term ending date of December 31, 2024 rather than April 31, 2024, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to eh appropriate County Officials.

Adopted by unanimous vote – 6/10/24

APPROPRIATIONS

USE WHOLE NUMBERS ONLY

BUDGET LINE						DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY						
				STATE POS. CODE	POSITION CONTROL					
CM	95001C	44046Z	ARP24	000	000000	Fees for Services (CMA)	$54,000			
						TOTAL APPROPRIATIONS	$54,000	$0		

ESTIMATED REVENUES

USE WHOLE NUMBERS ONLY

BUDGET LINE						DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY						
				STATE POS. CODE	POSITION CONTROL					
CM	95001C	04089Z	ARP24	000	000000	Federal Aid (CMA)		$54,000		
						TOTAL REVENUES	$0	$54,000		
						GRAND TOTAL	$54,000	$54,000		

DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY, JR
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

November 04, 2024

Honorable Joanne Cunningham
Chairperson, Albany County Legislature
112 State St, Suite 710
Albany, NY 12207

Chairperson Cunningham:

The Department of Management & Budget is requesting Legislative authorization to make several administrative adjustments to various 2024 departmental budgets, as shown on the attached amendment. These transfers are being requested to correct accounts that either are currently negative or are forecasted to go negative by year end. The net amount of transfers requested is $3,907,846.00, but overall the amendment is cost neutral.

I look forward to discussing this request at the next round of Legislative Committee meetings. If you have any questions beforehand, please don't hesitate to reach out.

Respectfully submitted,

M. David Reilly, Jr

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-6111, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
Request for Legislative Authorization for Administrative Adjustments to 2024 Budget

Date: 10/31/2024
Department: Management and Budget
Attending Meeting: David Reilly
Submitted By: David Reilly
Title: Commissioner
Phone: 518-447-5525

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☐ No ☒
Spreadsheet attached: Yes ☒ No ☐

Source of Funding - (Percentages)

Federal:	0.00%	County:	100.00%
State:	0.00%	Local:	0.00%

County Budget Accounts:
Revenue Account and Line: See attached
Revenue Amount: $3,907,846.00
Appropriation Account and Line: See attached
Appropriation Amount: $3,907,846.00

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date:	Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Management & Budget is requesting Legislative authorization to make several administrative adjustments to various 2024 departmental budgets, as shown on the attached amendment. These transfers are being requested to correct accounts that either are currently negative or are forecasted to go negative by year end. The net amount of transfers requested is $3,907,846.00, but overall the amendment is cost neutral.

BUDGET LINE					
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY	
				STATE POS. CODE	POSITION CONTROL
A	1230	44037			
A	1230	44039			
A	1355	44037			
A	1364	44301			
A	1010	44037			
A	1010	44015			
A	1620	44037			
A	7128	44301			
A	4310	19990			
A	4310	44249			
A	4322	44092	LIF23		
A	6510	44037			
A	6010	44037			
A	6010	44036			
A	6010	44046			
A	6142	44046			
A	2490	44039			
A	3140	44101			
A	7310	44037			
A	7410	44101			
A	6100	44252	10000	000	000000

BUDGET LINE				
FUND	ORG	OBJ	FOR POSITIONS ONLY	
			STATE POS. CODE	POSITION CONTROL
A	6010	03610		
A	6142	03642		

A	**6010**	**04610**

APPROPRIATIONS			
DESCRIPTION	INCREASE	DECREASE	UNIT COST
Insurance	$ 768.00		$ 9,085.00
Conferences, Training Tuition	$ 550.00		$ 7,550.00
Insurance	$ 1,945.00		$ 24,807.00
Taxes and Assessments	$ 86,106.00		$ 536,106.00
Insurance	$ 970.00		$ 12,851.00
Legislative Task Force	$ 12,584.00		$ 12,609.00
Insurance	$ 15,798.00		$ 203,923.00
Taxes & Assessment	$ 26,937.00		$ 156,937.00
Vacation Buy Back	$ 16,445.00		$ 16,445.00
Inpatient Hospitalization	$ 2,314,389.00		$ 3,613,987.00
LEAD Funding	$ 19,582.00		$ 245,208.00
Insurance	$ 597.00		$ 6,988.00
Insurance	$ 22,024.00		$ 278,615.00
Telephone	$ 17,000.00		$ 94,550.00
Fees for Services	$ 137,323.00		$ 2,030,532.00
Fees for Services	$ 200,000.00		$ 1,200,000.00
Conferences Training Tuition	$ 994,212.00		$ 13,539,212.00
Electric	$ 20,000.00		$ 75,839.00
Insurance	$ 616.00		$ 7,267.00
Electric	$ 20,000.00		$ 77,798.00
Medical Services Therapy		$ 3,778,578.00	
TOTAL APPROPRIATIONS	$ 3,907,846.00	$3,778,578	

ESTIMATED REVENUES			
DESCRIPTION	DECREASE	INCREASE	UNIT COST
Social Services Admin - State		$ 9,756.00	$4,913,973.00
Emergency Aid for Adults - State		$ 100,000.00	$600,000.00

Social Services Admin - Federal		**$ 19,512.00**	**$12,447,612.00**
TOTAL REVENUES	**$ -**	**$ 129,268.00**	
GRAND TOTAL	**$ 3,907,846.00**	**$ 3,907,846.00**	

DEPARTMENT NAME

County Executive
County Executive

Real Property

Tax Acquired Property

Legislature
Legislature

General Services

Civic Center

Mental Health
Mental Health
Mental Health

Veteran Bureau

Social Services
Social Services
Social Services
Social Services

Community College Tuition

Probation

Youth Bureau

Parks & Recreation

DEPARTMENT NAME

Social Services
Social Services

DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY, JR
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

November 6, 2024

Honorable Joanne Cunningham, Chair
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chair Cunningham,

The Department of Management & Budget is requesting Legislative authorization to obligate $29,515,880 for eligible personnel expenditures made between 1/1/2024 and 12/31/2026 using revenue replacement funds from the State and Local Fiscal Recovery Funds program of the American Rescue Plan Act. The budget amendment for this particular request allocates $10,000,000 of the $29,515,880 for personnel expenditures in fiscal year 2024. The remaining $19,515,880 will be allocated in 2025 (up to $10,000,000 in eligible personnel expenditures) and 2026 (up to $9,515,880 in eligible personnel expenditures). The eligibility criteria for expenditures of revenue replacement funds is that the position needs to have existed prior to 12/31/2024 and it cannot be funded by other federal or state revenues. The Department of Management & Budget is proposing funding positions using revenue replacement funds that reflect the pluralistic nature of Albany County government, like: grants administration; civil service; economic development; parks and recreation; veterans services; audit and control; election administration; archiving; legislative staff; and 911 dispatch.

As part of this legislative action, the Department of Management & Budget, in conjunction with the Department of Audit & Control, will reserve the right to adjust which positions the revenue replacement funds are allocated to cover if actual expenditures for a position in a particular year are below the allocation indicated in the budget amendment (e.g., the actual expenditure is below the current fiscal year's budgeted amount due to vacancies, etc.). The Department of Management & Budget and the Department of Audit & Control will apply the same criteria for determining expenditure eligibility when determining any necessary reallocations. This flexibility is needed to ensure that reporting to the US Treasury aligns with actual expenditures made by Albany County for eligible personnel costs using revenue replacement funds from the State and Local Fiscal Recovery Funds program. The annual allocation of personnel expenditures made with revenue replacement funds for a particular fiscal year cannot exceed the annual amounts obligated by this action.

Please don't hesitate to contact me with any questions.

Sincerely,

M. David Reilly, Jr
Commissioner, Management & Budget

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-6123, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Project Authorization for Allocating State and Local Fiscal Recovery Funds for Tranche 1 Revenue Replacement and Budget Amendment for Allocating State and Local Fiscal Recovery Funds for Tranche 1 Revenue Replacement Expenditures for Fiscal Year 2024

Date: 11/6/2024
Department: Management & Budget
Attending Meeting: David Reilly
Submitted By: David Reilly
Title: Commissioner
Phone: 518-447-5525

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) 1/1/2024-12/31/2026
Amount/Raise Schedule/Fee: $29,515,880

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☐ No ☒
Spreadsheet attached: Yes ☒ No ☐

Source of Funding - (Percentages)
Federal: 100% County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: See attached spreadsheet.
Revenue Amount: $10,000,000
Appropriation Account and Line: See attached spreadsheet.
Appropriation Amount: $10,000,000

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☐

If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
Competitive Bidding Exempt: Yes ☐ No ☐
# of Response(s): Enter text.
# of MWBE: Enter text.
# of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☐

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Management & Budget is requesting Legislative authorization to obligate $29,515,880 for eligible personnel expenditures made between 1/1/2024 and 12/31/2026 using revenue replacement funds from the State and Local Fiscal Recovery Funds program of the American Rescue Plan Act. The budget amendment for this particular request allocates $10,000,000 of the $29,515,880 for personnel expenditures in fiscal year 2024. The remaining $19,515,880 will be allocated in 2025 (up to $10,000,000 in eligible personnel expenditures) and 2026 (up to $9,515,880 in eligible personnel expenditures). The eligibility criteria for expenditures of revenue replacement funds is that the position needs to have existed prior to 12/31/2024 and it cannot be funded by other federal or state revenues. The Department of Management & Budget is proposing funding positions using revenue replacement funds that reflect the pluralistic nature of Albany County government, like: grants administration; civil service; economic development; parks and recreation; veterans services; audit and control; election administration; archiving; legislative staff; and 911 dispatch.

As part of this legislative action, the Department of Management & Budget, in conjunction with the Department of Audit & Control, will reserve the right to adjust which positions the revenue replacement funds are allocated to cover if actual expenditures for a position in a particular year are below the allocation indicated in the budget amendment (e.g., the actual expenditure is below the current fiscal year's budgeted amount due to vacancies, etc.). The Department of Management & Budget and the Department of Audit & Control will apply the same criteria for determining expenditure eligibility when determining any necessary reallocations. This flexibility is needed to ensure that reporting to the US Treasury aligns with actual expenditures made by Albany County for eligible personnel costs using revenue replacement funds from the State and Local Fiscal Recovery Funds program. The annual allocation of personnel expenditures made with revenue replacement funds for a particular fiscal year cannot exceed the annual amounts obligated by this action.

APPROPRIATIONS

BUDGET LINE FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY STATE POS. CODE	POSITION CONTROL	DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
CM	6001C	44046Z	ARP21			Fees for Services - (Broadband Feasibility)		$20,400		ARPA
CM	6002B	99901Z	ARP24			Revenue Replacement - 2024 Expense	$10,000,000			ARPA
CM	6003B	99901Z	ARP25			Revenue Replacement - 2025 Expenses	$10,000,000			ARPA
CM	6004B	99901Z	ARP26			Revenue Replacement - 2026 Expenses	$9,515,880			ARPA
A	1340	12304	10000		200016	Grants Coordinator	$84,048	$84,048		Management & Budget
A	1340	12307	10000		180200	Policy & Compliance Coordinator (Grants)	$84,048	$84,048		Management & Budget
A	1340	12308	10000		180201	Grants Specialist	$61,800	$61,800		Management & Budget
A	1430	11243	10000		260001	DIRECTOR OF CIVIL SE	$99,807	$99,807		Civil Service
A	1430	12410	10000		260015	DEPUTY PERSONNEL OFF	$82,400	$82,400		Civil Service
A	1430	12413	10000		260002	PERSONNEL TECHNICIAN	$48,640	$48,640		Civil Service
A	1430	12418	10000		260011	PERSONNEL TECHNICIAN II	$58,940	$58,940		Civil Service
A	1430	12419	10000		260010	PERSONNEL TECHNICIAN III	$72,100	$72,100		Civil Service
A	1430	16028	10000		260013	DATA ENTRY OPERATOR	$44,632	$44,632		Civil Service
A	1430	16401	10000		260017	CONFIDENTIAL SECRETARY	$59,144	$59,144		Civil Service
A	8020	11022	10000		550001	DIR OF DEVELOPMENT &	$136,578	$136,578		Economic Development Conservation & Planning
A	8020	12624	10000		550008	COUNTY HISTORIAN	$15,450	$15,450		Economic Development Conservation & Planning
A	8020	12628	10000		550030	SR NATURAL RESOURCE	$77,300	$77,300		Economic Development Conservation & Planning
A	3650	16313	10000		180100	FORECLOSED PROP SPEC	$72,100	$72,100		Management & Budget
A	3650	18403	10000		180101	LABORER	$35,961	$35,961		Management & Budget
A	3650	18403	10000		180102	LABORER	$35,961	$35,961		Management & Budget
A	3650	18403	10000		180103	LABORER	$35,961	$35,961		Management & Budget
A	7410	11010	10000		520100	COMMISSIONER RECREATION DEPARTMENT	$111,358	$111,358		Parks & Recreation
A	7410	11110	10000		520110	DEPUTY COMMISSIONER	$49,039	$49,039		Parks & Recreation
A	7410	11151	10000		520111	PROGRAM COORDINATOR I	$49,379	$49,379		Parks & Recreation
A	7410	11152	10000		520112	PROGRAM COORDINATOR II	$24,446	$24,446		Parks & Recreation
A	7410	11153	10000		520116	RECREATION FACILITY MANAGER III	$70,000	$70,000		Parks & Recreation
A	7410	11304	10000		520109	COMMUNITY HEALTH WELLNESS COORDINATOR	$84,048	$84,048		Parks & Recreation
A	7410	12408	10000		520115	RECREATION OPERATION COORDINATOR	$49,379	$49,379		Parks & Recreation
A	7410	15298	10000		520107	COMMUNITY PROGRAM EDUCATOR	$55,515	$55,515		Parks & Recreation
A	7410	16000	10000		520114	OFFICE MANAGER	$55,086	$55,086		Parks & Recreation
A	7410	18113	10000		520108	RECREATION MAINTENANCE PERSON	$52,201	$52,201		Parks & Recreation
A	7410	18204	10000		520106	KARATE INSTRUCTOR PART TIME	$33,794	$33,794		Parks & Recreation
A	7410	19970	10000		529998	TEMPORARY RECREATION PARK	$265,000	$265,000		Parks & Recreation
A	6510	11927	10000		480011	VETERANS SERV OFFICE	$51,230	$51,230		Veterans
A	6510	11927	10000		480012	VETERANS SERV OFFICE	$51,230	$51,230		Veterans
A	6510	11929	10000		480013	VETERANS SERV OFFICER II	$32,500	$32,500		Veterans
A	6510	16236	10000		480010	CLERK TYPIST I	$41,034	$41,034		Veterans
A	1315	11132	10000		190064	CHIEF OF STAFF	$105,000	$105,000		Audit & Control
A	1315	11145	10000		190002	EXECUTIVE DEPUTY COM	$127,388	$127,388		Audit & Control
A	1315	11145	10000		190003	EXEC DEPUTY COMPTROL	$127,388	$127,388		Audit & Control
A	1315	11381	10000		190005	ASSOCIATE OPER SUPRV	$113,465	$113,465		Audit & Control
A	1315	12508	10000		190059	CHIEF ACCOUNTANT	$125,919	$125,919		Audit & Control
A	1315	12511	10000		190066	STAFF ACCOUNTANT	$89,631	$89,631		Audit & Control
A	1315	12515	10000		190063	SENIOR AUDITOR	$70,419	$70,419		Audit & Control
A	1315	12516	10000		190065	CHIEF AUDITOR	$105,691	$105,691		Audit & Control
A	1315	12521	10000		190033	AUDITOR	$46,456	$46,456		Audit & Control
A	1315	12551	10000		190010	POLICY ANALYST	$56,240	$56,240		Audit & Control
A	1315	12557	10000		190047	CONF ASST LEG AIDE	$71,049	$71,049		Audit & Control
A	1315	15502	10000		190031	ADMIN AIDE PT	$53,797	$53,797		Audit & Control
A	1315	15505	10000		190051	ADMIN ASSISTANT PT	$32,606	$32,606		Audit & Control
A	1315	16100	10000		190058	SR ACCOUNT CLERK	$69,694	$69,694		Audit & Control
A	1315	16103	10000		190025	ACCOUNT CLERK I PT	$35,525	$35,525		Audit & Control
A	1315	16104	10000		190050	ACCOUNT CLERK II	$74,510	$74,510		Audit & Control
A	1315	16104	10000		190068	ACCOUNT CLERK II	$69,655	$69,655		Audit & Control
A	1315	16106	10000		190020	ACCOUNT CLERK III 35	$73,781	$73,781		Audit & Control
A	1315	16106	10000		190069	ACCOUNT CLERK III 35	$68,289	$68,289		Audit & Control
A	1315	16211	10000		190057	CLERICAL AIDE	$40,255	$40,255		Audit & Control
A	1315	16401	10000		190022	CONFIDENTIAL SECRETA	$62,564	$62,564		Audit & Control
A	1315	19970	10000		199999	TEMP HELP COMPTROLLE	$20,000	$20,000		Audit & Control
A	1450	11015	10000		290001	COMMISSIONER OF ELEC	$114,807	$114,807		Board of Elections
A	1450	11015	10000		290002	COMMISSIONER OF ELEC	$114,807	$114,807		Board of Elections
A	1450	11115	10000		290003	DEP COMMISSIONER ELE	$83,775	$83,775		Board of Elections
A	1450	11115	10000		290004	DEP COMMISSIONER ELE	$83,775	$83,775		Board of Elections
A	1450	11270	10000		290005	ELECTIONS ADMINISTRA	$72,479	$72,479		Board of Elections
A	1450	11270	10000		290006	ELECTIONS ADMINISTRA	$72,479	$72,479		Board of Elections
A	1450	12731	10000		290019	IT TRAINING SPECIALI	$66,995	$66,995		Board of Elections
A	1450	12731	10000		290020	IT TRAINING SPECIALI	$66,995	$66,995		Board of Elections
A	1450	11125	10000		290033	ELECTION EDUC SPEC	$56,499	$56,499		Board of Elections
A	1450	11125	10000		290034	ELECTION EDUC SPEC	$56,499	$56,499		Board of Elections
A	1450	12749	10000		290021	COMPUTER INFO SPECIA	$55,185	$55,185		Board of Elections
A	1450	12749	10000		290022	COMPUTER INFO SPECIA	$55,185	$55,185		Board of Elections
A	1450	16802	10000		290007	SUPV ELECTION SPEC	$54,277	$54,277		Board of Elections
A	1450	16802	10000		290008	SUPV ELECTIONS SPEC	$54,277	$54,277		Board of Elections
A	1450	16804	10000		290010	SENIOR ELECTIONS SPE	$46,576	$46,576		Board of Elections
A	1450	16804	10000		290011	SENIOR ELECTIONS SPE	$46,576	$46,576		Board of Elections
A	1450	16806	10000		290014	ELECTIONS SPECIALIST	$43,151	$43,151		Board of Elections
A	1450	16806	10000		290015	ELECTIONS SPECIALIST	$43,151	$43,151		Board of Elections
A	1450	16806	10000		290016	ELECTIONS SPECIALIST	$43,151	$43,151		Board of Elections
A	1450	16806	10000		290024	ELECTION SPECIALIST	$43,151	$43,151		Board of Elections
A	1450	18403	10000		290025	LABORER	$41,370	$41,370		Board of Elections
A	1450	18403	10000		290026	LABORER	$41,370	$41,370		Board of Elections
A	1450	18404	10000		290017	LABORER PT 17.5	$23,802	$23,802		Board of Elections
A	1450	18404	10000		290018	LABORER PT 17.5	$23,802	$23,802		Board of Elections
A	1411	11390	10000		240033	DEPUTY CO CLERK	$104,807	$104,807		Hall of Records
A	1411	11900	10000		240008	RECORDS MANAGER II	$59,539	$59,539		Hall of Records
A	1411	11913	10000		240039	ELECTRONIC RECORD TE	$40,989	$40,989		Hall of Records

A	1411	12915	10000	240034	ARCHIVIST	$70,657	$70,657	Hall of Records
A	1411	12915	10000	240004	ARCHIVIST	$50,037	$50,037	Hall of Records
A	1411	12916	10000	240019	ASSISTANT ARCHIVIST	$38,907	$38,907	Hall of Records
A	1411	12916	10000	240032	ASSISTANT ARCHIVIST	$38,907	$38,907	Hall of Records
A	1411	15504	10000	240038	ADMINISTRATIVE ASST	$68,638	$68,638	Hall of Records
A	1411	15913	10000	240020	ARCHIVAL AIDE	$35,950	$35,950	Hall of Records
A	1411	15913	10000	240040	ARCHIVAL AIDE	$30,136	$30,136	Hall of Records
A	1411	15913	10000	240041	ARCHIVAL AIDE	$30,136	$30,136	Hall of Records
A	1411	15913	10000	240042	ARCHIVAL AIDE	$30,136	$30,136	Hall of Records
A	1411	15913	10000	240043	ARCHIVAL AIDE	$30,136	$30,136	Hall of Records
A	1411	16204	10000	240023	CLERK II	$42,337	$42,337	Hall of Records
A	1411	16206	10000	240028	CLERK I	$31,354	$31,354	Hall of Records
A	1411	18403	10000	240024	LABORER	$33,113	$33,113	Hall of Records
A	1411	18403	10000	240022	LABORER	$30,763	$30,763	Hall of Records
A	1411	18403	10000	240031	LABORER	$30,763	$30,763	Hall of Records
A	1411	18403	10000	240037	LABORER	$30,763	$30,763	Hall of Records
A	1010	10006	10000	100080	CHIEF OF STAFF CHAIR	$128,216	$128,216	Legislature
A	1010	10007	10000	100081	LEGISL CNSL TO CHAIR	$126,660	$126,660	Legislature
A	1010	10008	10000	100087	DIR OPERATIONS (LBC)	$72,100	$72,100	Legislature
A	1010	10009	10000	100088	DIR BGT FIS STD (CH)	$105,575	$105,575	Legislature
A	1010	10010	10000	100093	DIRECTOR OF OPERATIONS (MIN)	$89,036	$89,036	Legislature
A	1010	11352	10000	100075	DIR COMMUNICA (CHR)	$98,848	$98,848	Legislature
A	1010	11354	10000	100092	DIRECTOR OF INTERGOVERNMENTAL AND LEGISLATIVE	$75,029	$75,029	Legislature
A	1010	11820	10000	100042	CLERK OF LEG (CHAIR)	$97,850	$97,850	Legislature
A	1010	11821	10000	100043	DIRECTOR RESEARCH MJ	$93,652	$93,652	Legislature
A	1010	11824	10000	100097	OPERATIONS COORDINATOR (CHAIR)	$40,385	$40,385	Legislature
A	1010	11892	10000	100091	OPERATIONS MANAGER	$64,375	$64,375	Legislature
A	1010	11893	10000	100096	COORDINATOR OF STRATEGIC INITIATIVES AND SPECIAL	$53,900	$53,900	Legislature
A	1010	11920	10000	100044	FIRST DEPUTY CLERK C	$54,917	$54,917	Legislature
A	1010	12031	10000	100045	LEGISLAT COUNSEL MAJ	$117,777	$117,777	Legislature
A	1010	12032	10000	100046	DEP LEG COUNSEL MAJ	$111,233	$111,233	Legislature
A	1010	12034	10000	100048	LEGISL CNSL MIN PT	$58,692	$58,692	Legislature
A	1010	12550	10000	100063	SR POL ANALYST(MAJ)	$77,277	$77,277	Legislature
A	1010	12551	10000	170008	POLICY ANALYST MAJ	$68,478	$68,478	Legislature
A	1010	12551	10000	100049	POLICY ANALYST MAJ	$66,090	$66,090	Legislature
A	1010	12556	10000	100047	POLICY ANALYS MIN PT	$32,925	$32,925	Legislature
A	1010	12563	10000	100086	SR PLCY ANLYST PT MA	$41,612	$41,612	Legislature
A	1010	12567	10000	100094	SENIOR POLICY ANALYST (MIN)	$74,600	$74,600	Legislature
A	1010	15503	10000	100089	SR ADMIN AIDE (LBC)	$62,830	$62,830	Legislature
A	1010	15507	10000	100095	EXECTUIVE ASSISTANT FOR LEGISLATIVE AFFAIRS	$47,266	$47,266	Legislature
A	1010	19970	10000	100068	TEMP HELP	$150,000	$150,000	Legislature
A	3020	11379	10000	360043	PREP COMMUN DIRECTOR	$121,993	$121,993	E-911
A	3020	12310	10000	360041	SHERIFF INSPECTOR	$121,707	$121,707	E-911
A	3020	12726	10000	360018	NETWORK & SYSTEM TECHNICIAN	$105,109	$105,109	E-911
A	3020	12726	10000	360045	NETWORK & SYSTEM TECHNICIAN	$86,572	$86,572	E-911
A	3020	12726	10000	360050	NETWORK & SYSTEM TECHNICIAN	$73,934	$73,934	E-911
A	3020	12726	10000	360054	NETWORK & SYSTEM TECHNICIAN	$72,389	$72,389	E-911
A	3020	12726	10000	379278	NETWORK AND SYSTEM TECHNICIAN	$72,389	$72,389	E-911
A	3020	12727	10000	360019	HELP DESK TECHNICIAN	$105,110	$105,110	E-911
A	3020	12727	10000	360038	HELP DESK TECHNICIAN	$51,245	$51,245	E-911
A	3020	13302	10000	360034	PUBLIC SAFETY COMM	$84,731	$84,731	E-911
A	3020	13303	10000	360003	SENIOR TELECOMMUNICA	$63,353	$63,353	E-911
A	3020	13303	10000	360004	SENIOR TELECOMMUNICA	$63,353	$63,353	E-911
A	3020	13303	10000	360005	SENIOR TELECOMMUNICA	$63,353	$63,353	E-911
A	3020	13303	10000	360037	SENIOR TELECOMMUNICA	$63,353	$63,353	E-911
A	3020	13306	10000	360006	TELECOMMUNICATOR	$58,244	$58,244	E-911
A	3020	13306	10000	360007	TELECOMMUNICATOR	$58,244	$58,244	E-911
A	3020	13306	10000	360008	TELECOMMUNICATOR	$58,244	$58,244	E-911
A	3020	13306	10000	360009	TELECOMMUNICATOR	$58,244	$58,244	E-911
A	3020	13306	10000	360012	TELECOMMUNICATOR	$58,244	$58,244	E-911
A	3020	13306	10000	360015	TELECOMMUNICATOR	$58,244	$58,244	E-911
A	3020	13306	10000	360016	TELECOMMUNICATOR	$58,244	$58,244	E-911
A	3020	13306	10000	360017	TELECOMMUNICATOR	$58,244	$58,244	E-911
A	3020	14136	10000	360020	SHERIFFS SERGEANT	$83,933	$83,933	E-911
A	3020	13306	10000	360032	TELECOMMUNICATOR	$56,560	$56,560	E-911
A	3020	13306	10000	360035	TELECOMMUNICATOR	$56,560	$56,560	E-911
A	3020	13306	10000	360028	TELECOMMUNICATOR	$58,244	$58,244	E-911
A	3020	13306	10000	360040	TELECOMMUNICATOR	$48,253	$48,253	E-911
A	3020	13306	10000	360029	TELECOMMUNICATOR	$20,551	$20,551	E-911
A	3020	15504	10000	360044	ADMINISTRATIVE ASSIS	$400	$400	E-911
CM	9901	99901			Transfer to Other Fund	$10,000,000		ARPA
					TOTAL APPROPRIATIONS	$49,515,880	$10,020,400	

ESTIMATED REVENUES

BUDGET LINE						DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY: STATE POS. CODE	FOR POSITIONS ONLY: POSITION CONTROL					
CM	6001C	04089Z	ARP21			Federal Aid (Broadband Feasibility)	$20,400			ARPA
CM	6002B	04089Z	ARP24			Federal Aid (Revenue Replacement - 2024 Expense)		$10,000,000		ARPA
CM	6003B	04089Z	ARP25			Federal Aid (Revenue Replacement - 2025 Expenses)		$10,000,000		ARPA
CM	6004B	04089Z	ARP26			Federal Aid (Revenue Replacement - 2026 Expenses)		$9,515,880		ARPA
A	1340	04089Z	ARP24			Federal Aid (Revenue Replacement - 2024 Expense)		$229,896		Management & Budget
A	1430	04089Z	ARP24			Federal Aid (Revenue Replacement - 2024 Expense)		$465,663		Civil Service
A	8020	04089Z	ARP24			Federal Aid (Revenue Replacement - 2024 Expense)		$229,328		Economic Development Conservation & Planning
A	3650	04089Z	ARP24			Federal Aid (Revenue Replacement - 2024 Expense)		$179,983		Management & Budget
A	7410	04089Z	ARP24			Federal Aid (Revenue Replacement - 2024 Expense)		$899,245		Parks & Recreation
A	6510	04089Z	ARP24			Federal Aid (Revenue Replacement - 2024 Expense)		$175,994		Veterans
A	1315	04089Z	ARP24			Federal Aid (Revenue Replacement - 2024 Expense)		$1,639,322		Audit & Control

A	1450	04089Z	ARP24	Federal Aid (Revenue Replacement - 2024 Expense)	$1,404,134	Board of Elections
A	1411	04089Z	ARP24	Federal Aid (Revenue Replacement - 2024 Expense)	$828,068	Hall of Records
A	1010	04089Z	ARP24	Federal Aid (Revenue Replacement - 2024 Expense)	$2,009,323	Legislature
A	3020	04089Z	ARP24	Federal Aid (Revenue Replacement - 2024 Expense)	$1,939,044	E-911

TOTAL REVENUES	$20,400	$39,515,880
GRAND TOTAL	$49,536,280	$49,536,280

Compliance and Reporting Guidance

State and Local Fiscal Recovery Funds

October 15, 2024
Version 5.0

Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

In May 2021, Treasury published the 2021 interim final rule ("2021 IFR") describing eligible and ineligible uses of SLFRF, as well as other program requirements. The initial versions of this Compliance and Reporting guidance reflected the 2021 IFR and its eligible use categories. On January 6, 2022, the U.S. Department of the Treasury ("Treasury") adopted the 2022 final rule implementing the SLFRF program. The 2022 final rule became effective on April 1, 2022. Prior to the 2022 final rule effective date, the 2021 IFR remained in effect; funds used consistently with the 2021 IFR while it was in effect were in compliance with the SLFRF program. However, recipients could choose to take advantage of the 2022 final rule's flexibilities and simplifications ahead of the effective date. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule* for more information on compliance with the 2021 IFR and the 2022 final rule.

On December 29, 2022, the Consolidated Appropriations Act, 2023 was enacted, amending the SLFRF program to provide additional flexibility for recipients to use SLFRF funds for three new eligible use categories. The 2023 interim final rule ("2023 IFR") was published in the federal register on September 20, 2023. The 2023 IFR became effective upon publication.

In November 2023, Treasury issued an interim final rule (the "Obligation IFR") to amend the definition of "obligation" at 31 CFR 35.3 and to provide related clarifications. The Obligation IFR was published in the federal register on November 20, 2023. The Obligation IFR became effective upon publication. Treasury published additional guidance clarifying the provisions of the Obligation IFR on March 29, 2024 in Section 17: Obligation of the SLFRF FAQs.

To support recipients in complying with the 2022 final rule, the 2023 IFR, and the Obligation IFR, this reporting guidance reflects the 2022 final rule, the 2023 IFR, the Obligation IFR, and subsequent guidance provided in FAQs. This guidance provides additional detail and clarification for each recipient's compliance and reporting responsibilities under the SLFRF program and should be read in concert with the Award Terms and Conditions, the authorizing statute, the 2022 final rule, the 2023 IFR, the Obligation IFR, other program guidance including the State and Local Fiscal Recovery Funds Frequently Asked Questions, and other regulatory and statutory requirements, including regulatory requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance" or 2 CRF Part 200), and 2021 SLFRF Compliance Supplement – Technical Update, 2022 SLFRF Compliance Supplement, 2023 SLFRF Compliance Supplement, and 2024 SLFRF Compliance Supplement. Please see the Assistance Listing in SAM.gov under assistance listing number (formerly known as the CFDA number) 21.027 for more information.

Please Note: This guidance document applies to the SLFRF program only and does not change or impact reporting and compliance requirements for the Coronavirus Relief Fund ("CRF") established by the CARES Act.

This guidance includes two parts:

Part 1: General Guidance

This section provides an orientation to recipients' compliance responsibilities and Treasury's expectations and recommends best practices where appropriate under the SLFRF program.

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PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden for the collections of information included in this guidance is as follows: 30 minutes for Title VI Assurances, 2 hours per response for the Interim Report, 6 hours per response for the Project and Expenditure Report and 100 hours per response for the Recovery Plan Performance Report (if applicable). Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Part 1: General Guidance

This section provides an orientation on recipients' compliance responsibilities and Treasury's expectations and recommended best practices where appropriate under the SLFRF program.

Recipients under the SLFRF program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute") that receive an SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients in accordance with 2 CFR 200.332, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's 2021 IFR, 2022 final rule, 2023 IFR, Obligation IFR, other applicable federal statutes and regulations, and reporting requirements.

A. Key Principles

There are several guiding principles for developing your own effective compliance regimes:

- Recipients and subrecipients are the first line of defense and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with their SLFRF award;
- Many SLFRF-funded projects respond to the COVID-19 public health emergency[1] and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
- Treasury encourages recipients to use SLFRF-funded projects to advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
- Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

B. Statutory Eligible Uses

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following seven statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such

[1] The SLFRF rule defines "COVID-19 public health emergency" as "the period beginning on January 27, 2020 and lasting until the termination of the national emergency concerning the COVID-19 outbreak declared pursuant to the National Emergencies Act." See 31 CFR 35.3. As discussed in FAQ 4.11, following the termination of the National Emergency on April 10, 2023, recipients generally may continue to make investments using their SLFRF funds without changes, with the exception of projects in the premium pay eligible use category. Please refer to FAQ 4.11 for more information.

recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency;
4. To make necessary investments in water, sewer, or broadband infrastructure;
5. To provide emergency relief from natural disasters or the negative economic impacts of natural disasters;
6. For projects eligible under the 26 surface transportation programs specified in the 2023 CAA (Surface Transportation projects); or
7. For projects eligible under Title I of the Housing and Community Development Act of 1974 (Title I projects).

In addition, sections 602(c)(4) and 603(c)(5) of the Social Security Act, as amended by the Infrastructure Investment and Jobs Act, provide that SLFRF funds may be used for an authorized Bureau of Reclamation project for purposes of satisfying any non-Federal matching requirement required for the project.

Treasury adopted the 2021 IFR in May 2021 and the 2022 final rule on January 6, 2022 to implement the first four eligible use categories and other restrictions on the use of funds under the SLFRF program. The 2022 final rule took effect on April 1, 2022, and the 2021 IFR remained in effect until that time, although recipients could choose to take advantage of the 2022 final rule's flexibilities and simplifications prior to April 1, 2022. Recipients may consult the Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule for more information on compliance with the 2021 IFR and the 2022 final rule.

On December 29, 2022, the Consolidated Appropriations Act, 2023 was enacted, amending the SLFRF program to provide additional flexibility for recipients to use SLFRF funds for three new eligible use categories. The 2023 IFR was published in the Federal Register on September 20, 2023 and became effective upon publication. The Obligation IFR was published in the Federal Register on November 20, 2023 and became effective upon publication.

It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with the program's requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

C. Treasury's 2022 Final Rule, 2023 IFR, and Obligation IFR

Treasury's 2022 final rule, 2023 IFR, and Obligation IFR detail recipients' compliance responsibilities and provide additional information on eligible and restricted uses of SLFRF award funds and reporting requirements.

1. **Eligible and Restricted Uses of SLFRF Funds.** As described in the SLFRF statute and summarized above, there are seven eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipients' or beneficiaries' eligibility, and must monitor subrecipients' use of SLFRF award funds.

   To help recipients build a greater understanding of eligible uses, Treasury's 2022 final rule and 2023 IFR establish frameworks for determining whether a specific project would be eligible under

the SLFRF program, including some helpful definitions. For example, Treasury's 2022 final rule and 2023 IFR establish:

- A framework for determining whether a project responds to the COVID-19 public health emergency or its negative economic impacts;
- Definitions of "eligible employers," "essential work," "eligible workers," and "premium pay" for cases where premium pay is an eligible use;
- The option to select between a standard amount of revenue loss or complete a full revenue loss calculation of revenue lost due to the COVID-19 public health emergency;
- A framework for necessary water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds along with certain additional projects, including a wider set of lead remediation and stormwater infrastructure projects and aid for residential wells;
- A framework for necessary broadband projects that allows for projects that are designed to provide service of sufficient speeds to eligible areas, as well as an affordability requirement for providers that provide service to households;
- A framework for determining how to provide emergency relief from a natural disaster;
- Three pathways for using SLFRF funds for Surface Transportation projects; and
- A list of eligible Title I projects by reference to the activities that are eligible under the Community Development Block Program.

Treasury's 2022 final rule also provides more information on important restrictions on use of SLFRF award funds, including that recipients other than Tribal governments may not deposit SLFRF funds into a pension fund; and recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue resulting from the recipient's change in law, regulation, or administrative interpretation. In addition, recipients may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's 2022 final rule for more information on these restrictions and to the 2023 IFR for how these restrictions apply to the eligible uses added by the Consolidated Appropriations Act, 2023.

Treasury's 2022 final rule outlines that funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, the 2022 final rule notes that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget ("OMB") has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations. If a recipient seeks to use SLFRF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 CFR 200.306(b) would limit the use of SLFRF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the SLFRF funds for the match or cost-share requirement. Treasury's 2023 IFR outlines that under the Surface Transportation projects eligible use category, recipients may use SLFRF funds to satisfy non-federal cost share requirements for certain programs under Pathway Three. In addition, under the Title I projects eligible use category, recipients may use SLFRF funds to satisfy the non-federal share requirements of a federal financial assistance program in support of activities that would be eligible under the CDBG and ICDBG programs.

SLFRF funds beyond those that are available under the circumstances described above may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. For example, the Infrastructure Investment and

Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects.

Treasury's 2023 IFR describes the additional statutory restrictions that apply to the Surface Transportation projects and Title I projects eligible use categories. First, the total amount of SLFRF funds that a recipient may use for Surface Transportation projects and Title I projects, taken together, cannot exceed the greater of $10 million and 30% of a recipient's SLFRF allocation. Second, recipients using SLFRF funds for Surface Transportation projects and Title I projects must supplement, and not supplant, other federal, state, territorial, Tribal, and local government funds (as applicable) otherwise available for such uses. For the Surface Transportation projects eligible use category, recipients using funds for projects eligible for Urbanized Formula Grants, Fixed Guideway Capital Investment Grants, Formula Grants for Rural Areas, State of Good Repair Grants, or Grants for Buses and Bus Facilities may not use SLFRF funds for operating expenses of these projects.

2. **Eligible Costs Timeframe.** For eligible use categories described in the 2022 final rule, your organization, as a recipient of an SLFRF award, may use SLFRF funds to cover eligible costs that your organization incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs incurred for projects by the recipient State, territorial, local, or Tribal government prior to March 3, 2021 are not eligible, as provided for in Treasury's 2022 final rule.

   For eligible use categories described in the 2023 IFR, recipients may use SLFRF funds for the three new eligible uses for costs incurred beginning December 29, 2022. Consistent with the existing eligible uses, recipients must obligate SLFRF funds for the new eligible uses by December 31, 2024. Recipients must expend SLFRF funds obligated to provide emergency relief from natural disasters by December 31, 2026. Recipients must expend SLFRF funds obligated for Surface Transportation projects and Title I projects by September 30, 2026. Costs for projects described in the 2023 IFR that are incurred by the recipient State, territorial, local, or Tribal government prior to December 29, 2022 are not eligible under these three eligible use categories.

   Recipients may, in certain circumstances, use SLFRF award funds for the eligible use categories described in Treasury's 2022 final rule for costs incurred prior to March 3, 2021. Specifically,

   a. Public Health/Negative Economic Impacts: Recipients may use SLFRF award funds to provide assistance to households, small businesses, and nonprofits to respond to the public health emergency or negative economic impacts of the pandemic – such as rent, mortgage, or utility assistance – for costs incurred by the beneficiary (e.g., a household) prior to March 3, 2021, provided that the recipient State, territorial, local or Tribal government did not incur the cost of providing such assistance prior to March 3, 2021.
   b. Premium Pay: Recipients may provide premium pay retrospectively for work performed at any time during the COVID-19 public health emergency. Such premium pay must be "in addition to" wages and remuneration already received and the obligation to provide such premium pay must not have been incurred by the recipient prior to March 3, 2021.
   c. Revenue Loss: Recipients have broad discretion to use funds for the provision of government services to the extent of reduction in revenue. While calculation of lost revenue is based on the recipient's revenue in the last full fiscal year prior to the COVID-19 public health emergency, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021. As with all other eligible uses, funds expended under the revenue loss eligible use category are subject to the obligation requirements. See FAQ 17.15.
   d. Investments in Water, Sewer, and Broadband: Recipients may use SLFRF award funds to make necessary investments in water, sewer, and broadband infrastructure. Recipients may

use SLFRF award funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the SLFRF award funds were not incurred by the recipient prior to March 3, 2021.

Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d). For the purposes of determining expenditure eligibility, "incurred" means the recipient has incurred an obligation. See 31 CFR 35.3 and 35.5(b).

As discussed in FAQ 17.19, after the December 31, 2024 obligation deadline, recipients may have excess funds that were obligated as of the deadline but ultimately not expended on an eligible activity. While recipients may not incur new obligations for the use of SLFRF funds after December 31, 2024, recipients may reclassify SLFRF funds from a reported activity to another project that would be eligible under the program rules (including the requirement that the recipient incurred an obligation for the project by December 31, 2024), regardless of whether those project(s) were reported to Treasury by the obligation deadline. Treasury will add new functionalities in the January 31, 2025 Project & Expenditure Report to enable recipients to add and reclassify funds to project(s) for which an obligation was incurred by December 31, 2024.

3. **Reporting.** Generally, recipients must submit one initial Interim Report, quarterly or annual Project and Expenditure reports which include subaward reporting, and in some cases annual Recovery Plan reports. Treasury's 2022 final rule, 2023 IFR, Obligation IFR, and Part 2 of this guidance provide more detail around SLFRF reporting requirements.

4. **Expenditure Categories**. Treasury's 2022 final rule provides flexibility and simplicity for recipients to fight the pandemic and support families and businesses struggling with its impacts, maintain vital services amid revenue shortfalls, and build a strong, resilient, and equitable recovery. As such, recipients report on a broad set of eligible uses and associated Expenditure Categories ("EC"), which began with the April 2022 Project and Expenditure Report. Appendix 1 includes the ECs, as well as a reference to previous ECs used for reporting under the 2021 IFR.

   The 2023 IFR implements the amendments to the SLFRF program made by the Consolidated Appropriations Act, 2023, which provides additional flexibility for recipients to use SLFRF funds to respond to natural disasters, build critical infrastructure, and support community development. The additional ECs associated with the 2023 IFR began with the October 2023 Project and Expenditure Report. These ECs also may be found in Appendix 1.

Assistance Listing

The Assistance Listing for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) was published May 28, 2021 on SAM.gov under Assistance Listing Number ("ALN"), formerly known as CFDA Number, **21.027**.

The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The ALN is the unique 5-digit number assigned to identify a federal assistance listing, and can be used to search for federal assistance program information, including funding opportunities, spending on USASpending.gov, or audit results through the Federal Audit Clearinghouse.

To expedite payments and meet statutory timelines Treasury issued initial payments under an existing ALN, 21.019, assigned to the CRF. If you have already received funds or captured the initial number in your records, please update your systems and reporting to reflect the new ALN 21.027 for the SLFRF program. **Recipients must use ALN 21.027 for all financial accounting, subawards, and associated program reporting requirements for the SLFRF awards.**

D. Uniform Administrative Requirements

The SLFRF awards are generally subject to the requirements set forth in the Uniform Guidance. In all instances, your organization should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects. Additional details about applicability of certain provisions of the Uniform Guidance may be found in:

- SLFRF 2022 final rule;
- SLFRF Assistance Listing;
- SLFRF FAQs, including FAQ 4.9, 10.1, and Section 13; and
- SLFRF 2023 IFR.

The following sections provide a general summary of your organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the most recent compliance supplement issued by OMB. Note that the descriptions below are only general summaries and all recipients and subrecipients are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

1. **Allowable Activities.** Each recipient should review program requirements, including Treasury's 2022 final rule, 2023 IFR, Obligation IFR, SLFRF FAQs, and the recipient's Award Terms and Conditions, to determine and record eligible uses of SLFRF funds. Per 2 CFR 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

2. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability. Please note that as outlined in FAQ 13.15, only a subset of the Uniform Guidance requirements at 2 CFR Part 200 Subpart E (Cost Principles) applies to recipients' use of funds in the revenue loss eligible use category.

   SLFRF funds may be, but are not required to be, used along with other funding sources for a given

project. Recipients should note that SLFRF funds available under the "revenue loss" eligible use category generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. If a recipient seeks to use SLFRF funds to satisfy match or cost-share requirements for a federal grant program, the recipient should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 CFR 200.306(b) would limit the use of SLFRF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the SLFRF funds for the match or cost-share requirement. For instance, recipients should note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because OMB has approved a waiver from this provision as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

Treasury's 2023 IFR outlines that under the Surface Transportation projects eligible use category, recipients may use SLFRF funds to satisfy non-federal cost share requirements for certain programs under Pathway Three. In addition, under the Title I projects eligible use category, recipients may use SLFRF funds to satisfy the non-federal share requirements of a federal financial assistance program in support of activities that would be eligible under the CDBG and ICDBG programs.

SLFRF funds beyond those that are available under the circumstances described above may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the 2022 final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

Treasury's 2022 final rule, 2023 IFR, program guidance, and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F and the Compliance Supplement are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

a. Administrative costs*:* Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.[2] Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office.[3][4] Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate

[2] Recipients also may use SLFRF funds directly for administrative costs to improve the design and execution of programs responding to the COVID-19 pandemic and to administer or improve the efficacy of programs addressing the public health emergency or its negative economic impacts. 31 CFR 35.6(b)(3)(ii)(E)(3).
[3] 2 CFR 200.413 Direct Costs.
[4] 2 CFR 200.414 Indirect Costs.

Agreement ("NICRA") established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f). Both direct and indirect costs may be obligated via a subaward, contract, or similar transaction that requires payment, including an interagency agreement that meets the requirements described in FAQ 17.6.

b. Salaries and Expenses*:* In general, certain employees' wages, salaries, and covered benefits are an eligible use of SLFRF award funds. Please see Treasury's 2022 final rule for details.

3. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR Part 205 or 2 CFR 200.305(b)(8)-(9).

   As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

4. **Eligibility and Unique Entity Identifier Requirements.** Under the SLFRF program, recipients are responsible for ensuring that award funds are used for eligible purposes. Accordingly, recipients must develop and implement policies and procedures, and retain records, to determine and monitor implementation of criteria for determining the eligibility of beneficiaries and/or subrecipients. Your organization, and if applicable, the subrecipient(s) administering a program on behalf of your organization, will need to develop and maintain procedures for obtaining information evidencing a given beneficiary's, subrecipient's, or contractor's eligibility, including ensuring subrecipients and contractors are in good standing in accordance with 2 CFR 200.214 and 2 CFR Part 200, Appendix II, paragraph (H).

   Further, recipients and subrecipients are required to obtain a valid Unique Entity Identifier (UEI), which is assigned by SAM.gov. Pursuant to the award term regarding 2 CFR Part 25, Appendix A, which is incorporated by reference in the SLFRF Financial Assistance Agreement, recipients are required to maintain current information in SAM.gov for the duration of the period of performance of the SLFRF award. A recipient may not make a subaward to a subrecipient unless that subrecipient has obtained and provided to the recipient a UEI. Subrecipients are not required to complete full SAM.gov registration to obtain a UEI. A UEI is not required with respect to beneficiaries and contractors. Implementing risk-based due diligence for eligibility determinations is a best practice to augment your organization's existing controls.

   As discussed in item 11 below, recipients may obligate SLFRF funds by entering into an interagency agreement with a unit of government, and may choose to treat that unit of government as a subrecipient. If a recipient chooses to treat the counterparty to the interagency agreement as a subrecipient, then the recipient must also provide a UEI for that entity. If a recipient chooses to treat the counterparty as a part of the recipient government, the recipient is not required to provide a UEI for that entity.

5. **Property Management.** Any purchase of real or personal property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D, unless stated otherwise by Treasury. For example, as outlined in FAQ 13.15, only a subset of the Uniform Guidance requirements at 2 CFR Part 200 Subpart D (Post Federal Award Requirements) applies to recipients' use of funds in the revenue loss eligible use category. Furthermore, as outlined in FAQ 13.16, Treasury has clarified the use and disposition requirements for real and personal property, supplies, and equipment purchased with SLFRF funds.

6. **Matching, Level of Effort, Earmarking.** There are no matching, level of effort, or earmarking compliance responsibilities associated with the SLFRF award. See Section C.1 (Eligible and Restricted Uses of SLFRF Funds) for a discussion of restrictions on use of SLFRF funds. Please see 2. Allowable Costs/Cost Principles above for information on the use of SLFRF funds for non-Federal match or cost-sharing requirements in other Federal programs.

7. **Period of Performance.** Your organization should also develop and implement internal controls related to activities occurring outside the period of performance. For eligible uses under the 2022 final rule, all funds remain subject to statutory and regulatory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. For eligible uses under the 2023 IFR, recipients may use SLFRF funds for costs incurred beginning December 29, 2022. Consistent with the existing eligible uses, recipients must obligate SLFRF funds for the new eligible uses by December 31, 2024. Recipients must expend SLFRF funds obligated to provide emergency relief from natural disasters by December 31, 2026. Recipients must expend SLFRF funds obligated for Surface Transportation projects and Title I projects by September 30, 2026. Any funds not expended must be returned to Treasury as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

8. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, unless stated otherwise by Treasury. As outlined in FAQ 13.15, only a subset of the Uniform Guidance requirements at 2 CFR Part 200 Subpart D (Post Federal Award Requirements) applies to recipients' use of funds in the revenue loss eligible use category. The procurement standards set forth in the Uniform Guidance at 2 CRF 200.317 through 2 CRF 200.327 are not included in FAQ 13.15's list of applicable Subpart D requirements that apply to recipients' use of funds in the revenue loss eligible use category.

   The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in certain circumstances. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. In addition, the Uniform Guidance at 2 CFR 200.214, 2 CFR Part 180, and Treasury's implementing regulations at 31 CFR Part 19, prohibit recipients from entering into contracts with suspended or debarred parties. The procurement standards outlined in the Uniform Guidance require an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

9. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

   As discussed in SLFRF FAQ 17.21, program income includes that which is earned between the December 31, 2024, obligation deadline and the end of the period of performance on December

31, 2026. As with all award funds, such program income may only be used to cover an obligation that was incurred by December 31, 2024.

The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury has clarified in its FAQs that recipients may add program income to the Federal award. Any program income generated from SLFRF funds must be used for the purposes and under the conditions of the Federal award. Further, FAQ 4.9 provides additional information about program income requirements applicable to certain eligible uses, and FAQ 13.15 clarifies that only a subset of the Uniform Guidance requirements at 2 CFR 200 Subpart D (Post Federal Award Requirements) applies to recipients' use of funds in the revenue loss eligible use category. The list of applicable Subpart D requirements in FAQ 13.15 does not include the program income requirements in 2 CFR 200.307.

10. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in Part 2 of this guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

    In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities.

    Consolidated jurisdictions or other types of jurisdictions that received multiple SLFRF allocations (e.g., a county and city with a consolidated government) are only required to file once per reporting period, and such reports will cover the total SLFRF allocations received by the jurisdiction. This includes non-entitlement units of local government ("NEUs") and/or units of general local government located within counties that are not units of general local government. In addition, the total SLFRF allocations across all sources for a given jurisdiction will be used to identify that jurisdiction's Reporting Tier.

11. **Subrecipient Monitoring.** SLFRF recipients that are pass-through entities as described under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

    First, your organization must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

    Next, your organization will need to evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

    Accordingly, your organization should develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations.

    Recipients should note that NEUs are not subrecipients under the SLFRF program. They are SLFRF recipients that report directly to Treasury.

Recipients should also note that subrecipients do not include individuals and organizations that received SLFRF funds as end users. Such individuals and organizations are beneficiaries and not subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200, Subpart F.

Many recipients may choose to provide a subaward or contract to other entities to provide services to other end users. For example, a recipient may provide a subaward to a nonprofit to provide homeless services to individuals experiencing homelessness. In this case, the subaward to a nonprofit is based on the services that the recipient intends to provide (assistance to households experiencing homelessness), and the nonprofit is serving as the subrecipient, providing services on behalf of the recipient. Subrecipients are subject to an audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements, whereas contractors are not subject to an audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements.

Please note that as outlined in FAQ 13.14, recipients' use of funds in the revenue loss eligible use category does not give rise to subrecipient relationships. As a result, subaward reporting is not required for projects in the revenue loss eligible use category. While there is no federal program or purpose to carry out in the same way that there is for the other SLFRF expenditure categories, these funds retain their federal character and recipients remain subject to laws and regulations applicable to Federal financial assistance programs.

As discussed in SLFRF FAQ 17.6, Treasury considers an interagency agreement, including an agreement in the form of a memorandum of understanding, to constitute a "transaction requiring payment" similar to a contract or subaward and therefore an obligation for purposes of the SLFRF rule, if the agreement satisfies certain conditions. If a recipient has not yet provided funds to a unit of its government and would like to do so for that unit to carry out an eligible project and count as an obligation, the recipient may do so under FAQ 17.6.

If a recipient previously entered into an agreement with a unit of its government and reported that arrangement as a subaward, then the recipient may maintain that treatment or revise its reporting to reflect an interagency agreement, as long as the requirements of FAQ 17.6 are met. If the recipient is reporting the arrangement as a subaward, the recipient should note that the subrecipient monitoring and other requirements applicable to subawards at 2 CFR Part 200 continue to apply. In either case, the use of funds must be appropriately managed and overseen in accordance with the program's award terms and conditions, including the requirements at 2 CFR 200.329 or 2 CFR 200.331, as applicable.

If a recipient obligates funds via an interagency agreement with an agency, department, or part of government according to the provisions described in FAQ 17.6 or 17.23, that agency, department, or part of government may itself enter into subawards and contracts. Because the interagency agreement is considered an obligation, the obligation deadline does not apply to that agency, department, or part of government.

12. **Special Tests and Provisions.** From time-to-time, Treasury may issue subregulatory guidance as well as frequently asked questions.

Across each of the compliance requirements above, Treasury has described some best practices for development of internal controls in **Table 1** below, with an example of each best practice.

Table 1: Internal controls best practices

Best Practice	Description	Example
Written policies and procedures	Formal documentation of recipient policies and procedures	Documented procedure for determining worker eligibility for premium pay
Written standards of conduct	Formal statement of mission, values, principles, and professional standards	Documented code of conduct / ethics for subcontractors
Risk-based due diligence	Pre-payment validations conducted according to an assessed level of risk	Enhanced eligibility review of subrecipient with imperfect performance history
Risk-based compliance monitoring	Ongoing validations conducted according to an assessed level of risk	Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics
Record maintenance and retention	Creation and storage of financial and non-financial records.	Storage of all subrecipient payment information.

E. Award Terms and Conditions

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, Treasury's 2022 final rule, 2023 IFR, the Obligation IFR, and other applicable federal laws and regulations. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described above:

1. **SAM.gov Requirements.** All eligible recipients are required to have an active registration with the System for Award Management ("SAM") (https://www.sam.gov) pursuant to 2 CFR Part 25. To ensure timely receipt of funding, Treasury has stated that NEUs who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.[5]

2. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

   Your organization must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

3. **Single Audit Requirements.** Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.[6] Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. For example, the SLFRF Compliance Supplement describes an alternative to the Single Audit for

[5] See flexibility provided in https://www.whitehouse.gov/wp-content/uploads/2021/03/M_21_20.pdf.
[6] For-profit entities that receive SLFRF subawards are not subject to Single Audit requirements. However, they are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's OIG.

eligible recipients. Recipients should consult the Compliance Supplement for more information about the alternative compliance examination engagement. The Compliance Supplement is routinely updated, and is made available in the Federal Register and on OMB's website: https://www.whitehouse.gov/omb/office-federal-financial-management/ Recipients and subrecipients should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions.

4. **Civil Rights Compliance**. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

   In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that non-tribal recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. As explained in Treasury FAQ 12.1, the award terms and conditions for Treasury's pandemic recovery programs, including the SLFRF program, do not impose antidiscrimination requirements on Tribal governments beyond what would otherwise apply under federal law.

Part 2: Reporting Guidance

There are three types of reporting requirements for the SLFRF program. The report requirements are approved and documented under OMB PRA number - OMB # 1505-0271.

- **Interim Report:** Provide initial overview of status and uses of funding. This is a one-time report. **See Section A, page 18.**

- **Project and Expenditure Report:** Report on projects funded, expenditures, and contracts and subawards equal to or greater than $50,000, and other information. **See Section B, page 19.**

- **Recovery Plan Performance Report:** The Recovery Plan Performance Report (the "Recovery Plan") will provide information on the projects that large recipients are undertaking with program funding and how they plan to ensure program outcomes are achieved in an effective, efficient, and equitable manner. It will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury. The Recovery Plan will be posted on the website of the recipient as well as provided to Treasury. **See Section C, page 40.**

The reporting threshold is based on the total award amount allocated by Treasury under the SLFRF program, not the funds received by the recipient as of the time of reporting.

States and territories are also required to submit information on their distributions to NEUs. Please refer to Section D for additional details.

Table 2: Reporting requirements by recipient type

Tier	Recipient	Interim Report	Project and Expenditure Report	Recovery Plan Performance Report
1	States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents	By August 31, 2021 or 60 days after receiving funding if funding was received by October 15, with expenditures by category. *Note: NEUs were not required to submit an Interim Report*	By January 31, 2022, and then the last day of the month after the end of each quarter thereafter *Note: NEUs were not required to submit a Project and Expenditure Report on January 31, 2022. The first reporting date for NEUs was April 30, 2022.*	By August 31, 2021 or 60 days after receiving funding, and annually thereafter by July 31
2	Metropolitan cities and counties with a population below 250,000 residents that are allocated more than $10 million in SLFRF funding, and NEUs that are allocated more than $10 million in SLFRF funding			
3	Tribal Governments that are allocated more than $30 million in SLFRF funding			
4	Tribal Governments that are allocated less than $30 million in SLFRF funding		By April 30, 2022, and then annually thereafter	
5	Metropolitan cities and counties with a population below 250,000 residents that are allocated less than $10 million in SLFRF funding, and NEUs that are allocated less than $10 million in SLFRF funding			

Note: Based on the period of performance, reports will be collected through April 30, 2027. See the specific due dates listed in Sections B and C.

As mentioned above, the total SLFRF allocations across all sources for a given jurisdiction will be used to identify that jurisdiction's Reporting Tier, beginning in April of 2022. Treasury may reach out to jurisdictions to update Reporting Tiers.

The remainder of this document describes these reporting requirements. User guides describing how and where to submit required reports are posted at www.treasury.gov/SLFRPReporting and updated on a regular basis.

Comparison to reporting for the CRF

This guidance does not change the reporting or compliance requirements pertaining to the CRF. Reporting and compliance requirements for the SLFRF are separate from CRF reporting requirements. Differences between CRF and SLFRF include:

- **Project, Expenditure, and Subaward Reporting**: The SLFRF reporting requirements leverage the existing reporting regime used for CRF to foster continuity and provide many recipients with a familiar reporting mechanism. The data elements for the Project and Expenditure Report will largely mirror those used for CRF, with some minor exceptions noted in this guidance. The users' guide will describe how reporting for CRF funds will relate to reporting for the SLFRF.
- **Timing of Reports**: CRF reports were due within 10 days of each calendar quarter end. For quarterly reporters, SLFRF reporting will be due the last day of the month following the end of the period covered. For annual reporters, SLFRF reporting will be due on an annual schedule (see table in Section B below).
- **Program and Performance Reporting**: The CRF reporting did not include any program or performance reporting. To build public awareness and accountability and allow Treasury to monitor compliance with eligible uses, some program and performance reporting is required for SLFRF.

A. Interim Report

Note: The Interim Reports were submitted under the 2021 IFR.

States, U.S. territories, metropolitan cities, counties, and Tribal governments were required to submit a one-time interim report with expenditures[7] by Expenditure Category covering the period from March 3rd to July 31, 2021, by August 31, 2021 or sixty (60) days after first receiving funding if the recipient's date of award was between July 15, 2021 and October 15, 2021. The recipient was required to enter obligations[8] and expenditures and, for each, select the specific expenditure category from the available options. See Appendix 3 for Expenditure Categories applicable for the Interim Report.

1. Required Programmatic Data

Recipients were also required to provide the following information if they had or planned to have expenditures in the following Expenditure Categories.

a. Revenue replacement (EC 6.1[9]): Key inputs into the revenue replacement formula in the 2021 IFR and estimated revenue loss due to the COVID-19 public health emergency calculated using the formula in the 2021 IFR as of December 31, 2020.
- Base year general revenue (e.g., revenue in the last full fiscal year prior to the public health emergency)
- Fiscal year end date
- Growth adjustment used (either 4.1 percent or average annual general revenue growth over 3 years prior to pandemic)
- Actual general revenue as of the twelve months ended December 31, 2020

[7] For purposes of reporting in the SLFRF portal, an expenditure is the amount that has been incurred as a liability of the entity (the service has been rendered or the good has been delivered to the entity).
[8] For purposes of reporting in the SLFRF portal, an obligation is an order placed for property and services, contracts and subawards made, and similar transactions that require payment.
[9] See Appendix 3 for the full Expenditure Category (EC) list. Please note that Appendix 3 includes the expenditure categories under the 2021 IFR, applicable to the Interim Report.

- Estimated revenue loss due to the COVID-19 public health emergency as of December 31, 2020
- An explanation of how revenue replacement funds were allocated to government services (Note: additional instructions was provided in the user guide)

In calculating general revenue and the other items discussed above, recipients should have used audited data if it was available. When audited data was not available, recipients were not required to obtain audited data if substantially accurate figures could be produced on an unaudited basis. Recipients should have used their own data sources to calculate general revenue and did not need to rely on revenue data published by the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients' self-reported general revenue figures may differ from those published by the Census Bureau. Recipients were permitted to provide data on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology throughout the covered period and until reporting is no longer required. Recipients' reporting should align with their own financial reporting.

In calculating general revenue, recipients should have excluded all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a State to a locality pursuant to the CRF or SLFRF. To the extent federal funds are passed through States or other entities or intermingled with other funds, recipients should have attempted to identify and exclude the federal portion of those funds from the calculation of general revenue on a best-efforts basis.

Consistent with the broad latitude provided to recipients to use funds for government services to the extent of reduction in revenue, recipients were required to submit a description of services provided. This description may be in narrative or in another form, and recipients were encouraged to report based on their existing budget processes and to minimize administrative burden. For example, a recipient with $100 in revenue replacement funds available could indicate that $50 were used for law enforcement operating expenses and $50 were used for pay-go building of sidewalk infrastructure. As discussed in the 2021 IFR, these services can include a broad range of services but may not be used directly for pension deposits or debt service.

Reporting requirements did not require tracking the indirect effects of Fiscal Recovery Funds, apart from the restrictions on use of Fiscal Recovery Funds to offset a reduction in net tax revenue. In addition, recipients were required to indicate that Fiscal Recovery Funds were not used to make a deposit in a pension fund.

B. Project and Expenditure Report

All recipients are required to submit Project and Expenditure Reports.

Note on NEUs: To facilitate reporting, each NEU will need an NEU Recipient Number. This is a unique identification code for each NEU assigned by the State or territory to the NEU as part of its request for funding.

1. Quarterly Reporting

The following recipients are required to submit quarterly Project and Expenditure Reports:
- States and U.S. territories
- Tribal governments that are allocated more than $30 million in SLFRF funding
- Metropolitan cities and counties with a population that exceeds 250,000 residents

- Metropolitan cities and counties with a population below 250,000 residents that are allocated more than $10 million in SLFRF funding and NEUs that are allocated more than $10 million in SLFRF funding

For these recipients, the initial quarterly Project and Expenditure Report covered three calendar quarters from March 3, 2021 to December 31, 2021 and was required to be submitted to Treasury by January 31, 2022. The subsequent quarterly reports cover one calendar quarter and must be submitted to Treasury by the last day of the month following the end of the period covered. Quarterly reports are not due concurrently with applicable annual reports. **Table 3** summarizes the quarterly report timelines:

Table 3: Quarterly Project and Expenditure Report Timeline

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 – 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	April 30, 2027

2. Annual Reporting

The following recipients are required to submit annual Project and Expenditure Reports:

- Tribal governments that are allocated less than $30 million in SLFRF funding
- Metropolitan cities and counties with a population below 250,000 residents that are allocated less than $10 million in SLFRF funding and NEUs that are allocated less than $10 million in SLFRF funding

For these recipients, the initial Project and Expenditure Report covered from March 3, 2021 to March 31, 2022 and was required to be submitted to Treasury by April 30, 2022. The subsequent annual reports cover one calendar year and must be submitted to Treasury by April 30. **Table 4** summarizes the annual report timelines:

Table 4: Annual Project and Expenditure Report timeline

Report	Period Covered	Due Date
1	March 3, 2021 – March 31, 2022	April 30, 2022
2	April 1, 2022 – March 31, 2023	April 30, 2023
3	April 1, 2023 – March 31, 2024	April 30, 2024
4	April 1, 2024 – March 31, 2025	April 30, 2025
5	April 1, 2025 – March 31, 2026	April 30, 2026
6	April 1, 2026 – December 31, 2026	April 30, 2027

3. Required Information

The following information is required in Project and Expenditure Reports for both quarterly and annual reporting:

Projects: Provide information on all SLFRF funded projects. Projects are defined as a grouping of closely related activities that together are intended to achieve a specific goal or are directed toward a common purpose. These activities can include new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project, the recipient is required to enter the project name, identification number (created by the recipient), project expenditure category (see Appendix 1), description, and status of completion. Project descriptions must describe the project in sufficient detail to provide an understanding of the major activities that will occur, and must be between 50 and 250 words.

Project descriptions for the emergency relief from natural disasters eligible use category must describe the natural disaster the recipient is responding to, including the type of event, and how the emergency relief is related to and reasonably proportional to the natural disaster.

a. Projects should be defined to include only closely related activities directed toward a common purpose. Recipients should review the Required Programmatic Data described in 3.g. below and define their projects at a sufficient level of granularity.

   Note: For each project, the recipient is asked to select the appropriate Expenditure Category based on the scope of the project (see Appendix 1). Projects should be scoped to align to a single Expenditure Category. For select Expenditure Categories, the recipient also is asked to provide additional programmatic data (described further below).

b. Obligations and Expenditures: Once a project is entered the recipient will be able to report on the project's obligations and expenditures. Recipients will be asked to report:
   - Current period obligation
   - Cumulative obligation
   - Current period expenditure
   - Cumulative expenditure

   Note: The requirement to report projects' obligations and expenditures and provide a project description applies to all funds under the SLFRF program, including funds spent under the revenue loss eligible use category. All SLFRF funds under any eligible use category are subject to the obligation requirements. FAQ 17.15 discusses how recipients satisfy the obligation requirement for funds used under the revenue loss eligible use category. Please note that electing the standard allowance or reporting the amount of the recipient's revenue loss does not satisfy the obligation requirement.

   In the Project and Expenditure report, recipients must report their amount of revenue loss by claiming the standard allowance or calculating revenue loss according to the formula in the 2022 final rule. Additionally, recipients must also enter project(s) in either EC 6.1 or 6.2 that encompass

all funds obligated under the revenue loss eligible use category. Treasury will assume that projects reported under other ECs are not funded by revenue replacement and the regulations for those ECs will apply for compliance purposes. Project descriptions under EC 6.1 or 6.2 must summarize the project(s) in sufficient detail to provide information on the major activities that will occur. See the Project & Expenditure Report User Guide for additional information.

c. Estimates: As discussed in SLFRF FAQs 17.8, 17.11, and 17.16, among others, recipients may document an obligation incurred by December 31, 2024 to expend SLFRF funds in 2025 and 2026 by reporting an estimate to Treasury of future expenses. Recipients are not required to submit estimates for the costs discussed below; rather, they must submit such estimates if they want to use, to cover such costs, any funds that they would otherwise have to return to Treasury after 2024 as unobligated. As discussed below, the estimate will be reported in both the obligation amount for a particular project and as a separate line item within the project for the specific type of estimate.

1. Personnel Costs

For projects involving personnel costs to be expended in 2025 and 2026 for positions established and filled by December 31, 2024, recipients may report an estimate of such expenses and retain funds that they would otherwise have to return to Treasury after 2024 as unobligated. See SLFRF FAQs 17.7 and 17.8 for additional details about determining this amount and preparing the estimate. Recipients should only report an estimate if funds are not obligated for those personnel costs through another mechanism, such as through a subaward, contract, or interagency agreement. For each project's reported obligation, the estimate must be limited to estimated personnel costs associated with the individual project and may not include estimated costs associated with other projects.

For this estimate, recipients will be asked to report:

- Estimated personnel expenditures in 2025 and 2026
- Current period expenditures pursuant to the estimate*
- Cumulative expenditures pursuant to the estimate*
- Number of full-time-equivalent (FTE) positions for which funds are obligated
- Explanation of how the estimate was determined
- Brief description of the job categories covered by the estimate

* Figures denoted by an asterisk (*) will be zero in the Q2-Q4 2024 reporting periods.

Estimated personnel expenditures should also be reflected in the cumulative obligation amount and current period obligation amount discussed in subsection (b).

As discussed in section (h) below, the Project & Expenditure Report will prompt the recipient to report "subaward data" for individuals or entities expected to be paid pursuant to the estimated personnel expenditures. Estimated personnel expenses should be reported as a "Direct Payment" entry. Because the recipient may not have precise identifying information for the individuals or entities who will receive wages, salaries, and other payments pursuant to the estimate, the recipient may enter a single "Direct Payment" entry that provides the address and other information of the agency, department, or part of government employing the individuals or entities who will receive such payments. Recipients will have the ability to add additional Direct Payment entries after the obligation deadline for reporting personnel expenses paid pursuant to the estimate. Recipients should add such entries after such payments are made. As with all other expenditures, recipients should ensure that all expenditures made pursuant to the estimate are reported to Treasury with the applicable identifying information.

Alongside these reporting requirements, a recipient must document and keep on file a reasonable justification for how the estimate was determined. This reasonable justification is distinct from the explanation of how the estimate was determined, which will be submitted in the Project & Expenditure Report. The explanation submitted in the Project & Expenditure Report should provide a summary of how the recipient calculated the estimate. The reasonable justification kept on file may include a discussion of the recipient's expectations that eligible personnel costs will continue to be paid in future periods and may include payroll documents, project plans, or other applicable documents.

In determining an appropriate estimate for expenses in 2025 and 2026, a recipient may wish to consult the following sections of the Uniform Guidance:

- 2 CFR 200.403 – Factors affecting allowability of costs
- 2 CFR 200.404 – Reasonable costs
- 2 CFR 200.430(i) – Standards for Documentation of Personnel Expenses

Please note that recipients may also obligate funds for estimated personnel costs related to compliance with certain administrative and legal requirements of SLFRF, as described in section k, item 15 below. If the personnel costs will be expended in relation to an employee engaged exclusively in compliance with relevant administrative and legal requirements of SLFRF, as discussed in FAQ 17.10, a recipient should report such personnel cost obligations under EC 7.3. A recipient should ensure that reported obligations are not duplicated across multiple projects.

2. Contract Change Orders or Contingencies

As discussed in FAQ 17.17, recipients may use SLFRF funds to cover cost increases attributable to a contract entered into by December 31, 2024, if the contract expressly provides for change orders or contract contingencies. For such contracts, a recipient may report an estimate of the amount that may be necessary to cover changes or contingencies in 2025 and 2026 and retain funds that they would otherwise have to return to Treasury after 2024 as unobligated. The estimate must be limited to estimated costs associated with change orders or contingencies for the contract(s) associated with the individual project reported, and may not cover expected costs associated with other contracts reported under separate projects.

For this estimate, recipients will be asked to report:

- Estimated expenditures to cover contract change orders and contingencies in 2025 and 2026
- Current period expenditures pursuant to the estimate*
- Cumulative expenditures pursuant to the estimate*
- Explanation of how the estimate was determined

* Figures denoted by an asterisk (*) will be zero in the Q2-Q4 2024 reporting periods.

Estimated contract change order and contingency expenditures under this provision should also be reflected in the cumulative obligation amount and current period obligation amount discussed in subsection (b).

If a recipient previously reported a project with contingency or reserve funds included in the obligated amount, and the recipient was not required to set aside that amount by the contract itself, the recipient must edit the previous project that incorrectly reported the obligation. The recipient may add to the project an estimate of the amount that may be necessary to cover changes or contingencies in 2025 and 2026 using the procedure described above if the contract meets the requirements described in SLFRF FAQ 17.16.

Alongside these reporting requirements, a recipient must document and keep on file a reasonable justification for how the estimate was determined. This reasonable justification is distinct from the explanation of how the estimate was determined, which will be submitted in the Project & Expenditure Report. The explanation submitted in the Project & Expenditure Report should provide a summary of how the recipient calculated the estimate. The reasonable justification kept on file may include a discussion of the recipient's expectations that eligible personnel costs will continue to be paid in future periods and may include payroll documents, project plans, or other applicable documents.

In determining an appropriate estimate for expenses in 2025 and 2026, a recipient may wish to consult the following sections of the Uniform Guidance:

- 2 CFR 200.403 – Factors affecting allowability of costs
- 2 CFR 200.404 – Reasonable costs

3. Certain Administrative and Legal Costs

Please see the guidance in section k, item 15 below.

d. Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:
   - Not Started
   - Completed less than 50 percent
   - Completed 50 percent or more
   - Completed

e. Program Income: Recipients should report the program income earned and expended to cover eligible project costs, if applicable. See the discussion above and in SLFRF FAQs 13.11 and 17.21.

f. Adopted Budget *(States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents only)*: Each state, territory and metropolitan city and county with a population that exceeds 250,000 residents will provide the budget adopted for each project by its jurisdiction associated with SLFRF funds. Treasury will use this information to better understand the intended impact, identify opportunities for outreach, and understand the recipient's progress in program implementation. Treasury is not approving or pre-approving budgets.
   - Recipients will enter the Adopted Budget based on information that exists currently in the recipient's financial systems and the recipient's established budget process. Treasury understands that recipients may use different budget processes. For example, a recipient may consider a project budgeted once a legislature has appropriated funds; whereas another recipient may consider a project budgeted at the moment when the funds have been obligated.
   - Additional information is provided on the differences between Adopted Budget, Obligations, and Expenditures as part of the user guide posted at www.treasury.gov/SLFRPReporting.

g. Project Demographic Distribution (applicable to Public Health and Negative Economic Impact ECs: EC 1.1-2.37)– *Collection began April 2022*

Recognizing the disproportionate public health and negative economic impacts of the pandemic on many households, communities, and other entities, recipients must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. Recipients will be asked to respond to the following:

   a. What Impacted and/or Disproportionally Impacted population does this project primarily serve? Please select the population primarily served.
   b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.

Recipients will select from the following options:

	Impacted	Disproportionately Impacted
Public Health	• General Public	
Assistance to Households	• Low- or-moderate income households or populations[10] • Households that experienced unemployment • Households that experienced increased food or housing insecurity • Households that qualify for certain federal programs[11] • For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time • Other households or populations that experienced a negative economic impact of the pandemic other than those listed above (please specify)	• Low-income households and populations[12] • Households and populations residing in Qualified Census Tracts • Households that qualify for certain federal programs[13] • Households receiving services provided by Tribal governments • Households residing in the U.S. territories or receiving services from these governments • For services to address educational disparities, Title I eligible schools[14] • Other households or populations that experienced a disproportionate negative economic impact of the pandemic other than those listed above (please specify)
Assistance to Small Businesses	• Small businesses that experienced a negative economic impact of the pandemic • Classes of small businesses designated as negatively economically impacted by the pandemic (please specify)	• Small businesses operating in Qualified Census Tracts • Small businesses operated by Tribal governments or on Tribal lands • Small businesses operating in the U.S. territories • Other small businesses disproportionately impacted by the pandemic (please specify)

[10] Low or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 65 percent of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

[11] For Impacted households, these programs are Children's Health Insurance Program ("CHIP"); Childcare Subsidies through the Child Care and Development Fund ("CCDF") Program; Medicaid; National Housing Trust Fund ("HTF"), for affordable housing programs only; Home Investment Partnerships Program ("HOME"), for affordable housing programs only.

[12] Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or (ii) income at or below 40 percent of Area Median Income for its county and size of household based on the most recently published data by HUD.

[13] For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), Free- and Reduced-Price Lunch ("NSLP") and/or School Breakfast ("SBP") programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.

[14] For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school service as eligible. "Title I eligible schools" means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

	Impacted	Disproportionately Impacted
Assistance to Non-Profits	• Non-profits that experienced a negative economic impact of the pandemic (please specify) • Classes of non-profits designated as negatively economically impacted by the pandemic (please specify)	• Non-profits operating in Qualified Census Tracts • Non-profits operated by Tribal governments or on Tribal lands • Non-profits operating in the U.S. territories • Other non-profits disproportionately impacted by the pandemic (please specify)
Aid to Impacted Industries	• Travel, tourism, or hospitality sectors (including Tribal development districts) • Industry outside the travel, tourism, or hospitality sectors that experienced a negative economic impact of the pandemic (please specify)	N/A

h. Subawards, Contracts, Grants, Loans, Transfers, Interagency Agreements, and Direct Payments: Each recipient shall also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, interagency agreements entered into pursuant to SLFRF FAQ 17.6, and direct payments made by the recipient that are equal to or greater than $50,000. Please note that as outlined in FAQ 13.14, Treasury is not collecting subaward data for projects categorized under the revenue loss eligible use category.

Recipients do not need to submit separate monthly subaward reports to FSRS.gov as required pursuant to the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, which is included in the SLFRF Award Terms and Conditions. Treasury will submit this reporting on behalf of recipients using the $50,000 reporting threshold, timing, and data elements discussed in this guidance. If recipients choose to continue reporting to FSRS.gov in addition to reporting directly to Treasury on these funds, they may do so and will be asked to notify Treasury as part of their quarterly submission.

In general, recipients will be asked to provide the following information for each Contract, Grant, Loan, Transfer, Interagency Agreement, or Direct Payment equal to or greater than $50,000:

- Subrecipient identifying and demographic information (e.g., location and UEI/TIN)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the recipient)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)
- Additional programmatic performance indicators for select Expenditure Categories (see below)

Aggregate reporting is required for contracts, grants, transfers made to other government entities, interagency agreements, loans, and direct payments that are below $50,000. This information will be accounted for by Expenditure Category at the project level. Note that all obligations and expenditures made directly to individuals, regardless of dollar amount, should be included in aggregate reporting.

For interagency agreements, recipients will be required to attest that the agreement meets the requirements for those transactions described in FAQ 17.6 and indicate which of the following criteria the interagency agreement meets:

- It imposes conditions on the use of funds by the agency, department, or part of government receiving funds to carry out the program
- It governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds
- it governs the procurement of goods or services by one agency, department, or part of government from another

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, recipients must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year if (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as provided by 2 CFR 170.320 (and subawards), and received $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 (2) if the information is not otherwise public. In general, most SLFRF recipients are governmental entities with executive salaries that are already disclosed, so no additional information would be required to be reported for them. The recipient is responsible for the subrecipients' compliance with registering and maintaining an updated profile on SAM.gov.

In accordance with the SLFRF Financial Assistance agreement, recipients must include a subrecipient's Unique Entity Identifier (UEI) in the SLFRF Project and Expenditure report. Beginning with the October 2023 report, subrecipients reported without a UEI will require recipients to select a justification for the missing UEI for the reported subrecipient. The justifications are as follows:

- Subrecipient facing delay in obtaining UEI from the U.S. General Services Administration
- Recipient was delayed in collecting a UEI from its subrecipient due to recipient's internal control issue and recipient must describe the internal control issue and planned corrective action.
- Recipient was unable to contact subrecipient:
    - Services the subrecipient provided were completed after April 4, 2022 and recipient is continuing to work to collect its subrecipient's UEI
    - Services the subrecipient provided were completed prior to April 4, 2022

Recipients will also be required to report a timeline for obtaining and reporting the UEI for all reasons excluding services that were completed prior to April 4, 2022.

i. Civil Rights Compliance: Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances. This collection does not apply to Tribal governments[15]

[15] Please note, as explained in Treasury FAQ 12.1, that the award terms and conditions for Treasury's pandemic recovery programs, including the SLFRF, do not impose antidiscrimination requirements on Tribal governments beyond what would otherwise apply under federal law.

j. Ineligible Activities: Tax Offset Provision (States and territories only): Section 602(c)(2)(A) of the Social Security Act prohibits a State or territory from using SLFRF funds to directly or indirectly offset a reduction in the net tax revenue of the State or territory resulting from a change in law, regulation, or administrative interpretation during the covered period (the "Tax Offset Provision"). The 2022 Final Rule implements the Tax Offset Provision at 31 CFR § 35.8. Violations of the Tax Offset Provision may be subject to recoupment. The following information is required for Treasury to ensure SLFRF funding is not used for ineligible activities related to the Tax Offset Provision.

For each reporting year, in the quarterly reporting cycle occurring 90 days after the end of the recipient's fiscal year, States and territories will report certain items related to the Tax Offset Provision, as detailed below. For example, if a recipient's fiscal year ends June 30, 2022, reporting on the Tax Offset Provision for fiscal year 2022 will be due in October 2022. All States and territories reported on the Tax Offset Provision for fiscal year 2021 in July 2022.

As indicated in the 2022 final rule, Treasury is implementing a tiered approach to reporting on the Tax Offset Provision, which is described below. Although Treasury is implementing a tiered approach to reporting, recipients should maintain records to support their compliance with the Tax Offset Provision.

The terms "reporting year," "baseline," "covered change," "covered period," "net reduction in total spending," and "tax revenue" are defined in the 2022 Final Rule, 31 CFR § 35.3. For purposes of calculating a net reduction in total spending, total spending for the fiscal year ending 2019 should be reported on an inflation-adjusted basis, consistent with the 2022 Final Rule. Similarly, for purposes of calculating baseline tax revenue, tax revenue for the fiscal year 2019 should be reported on an inflation-adjusted basis, consistent with the 2022 Final Rule.

For purposes of reporting actual tax revenue for the requested fiscal year and baseline tax revenue for the fiscal year ending 2019,[16] (a) if available, recipients should report information using audited financials and (b) recipients may provide data on a cash, accrual, or modified accrual basis, but must be consistent in their approach across all reporting periods. Similarly, for purposes of calculating a net reduction in total spending, recipients should report data using audited financials where available.

Recipients will first answer a series of summary questions to determine the tiering of their tax offset reporting:

Summary Questions

- Do you have revenue-reducing covered change(s) to report for the requested fiscal year and for future fiscal years? Yes/No
  - If no, recipients have no further reporting requirements in the tax offset section. (Remaining summary questions will be greyed out).
  - If yes, recipients will complete part 1 and additional fields.
- Is the aggregate value of your revenue-reducing covered change(s) for the requested fiscal year less than the de minimis? Yes/No.
  - If yes, recipients will complete parts 1 and 2, and no further reporting is required in the tax offset section. (Remaining summary questions will be greyed out).
  - If no, recipients will complete parts 1, 2 and additional fields.
- Do you have a reduction in net tax revenue for the requested fiscal year, meaning that actual tax revenue for the requested fiscal year is less than baseline tax revenue? Yes/No.
  - If yes, recipients will complete parts 1, 2, and 3 and additional fields.
  - If no, recipients will complete parts 1, 2, and 3, and no further reporting is required in the tax offset section. (Remaining summary questions will be greyed out).

[16] Tax revenue for fiscal year ending 2019 is relevant for calculating the recipient's baseline.

- Do you have revenue-increasing covered change(s) and/or covered spending cuts to report for the requested fiscal year? Yes/No
    - If yes, recipients will complete parts 1, 2, 3, and 4.
    - If no, recipients will complete the revenue reduction cap.

Reporting Part 1: Revenue-reducing Covered Changes

- Do you have revenue-reducing covered change(s) to report for the requested fiscal year and for future fiscal years? Yes/No
    - If yes, complete grid or upload spreadsheet with the name of each revenue-reducing covered change and the value of the revenue-reducing covered change for the requested fiscal year and for future fiscal years.
    - If no, a recipient has no revenue-reducing covered changes to report, no additional reporting is required.
- Enter in the aggregate value of all revenue-reducing covered change(s) for the requested fiscal year.[17]

Revenue-reducing Covered Changes: Guidance
For each reporting year, a recipient must report the value of covered changes that the recipient predicts will have the effect of reducing tax revenue in a given reporting year (revenue-reducing covered changes), similar to the way it would in the ordinary course of its budgeting process. The value of these revenue-reducing covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient government's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The revenue-reducing covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s), relative to the current law baseline prior to the change(s). Estimation approaches should not use dynamic methodologies that incorporate the projected effects of the policies on macroeconomic growth. In general and where possible, reported values should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. Recipients must maintain records regarding the identification and predicted effects of revenue-reducing covered changes.

Reporting Part 2: Baseline Revenue and De Minimis Threshold

- Enter Baseline Revenue:
- Enter in the aggregate value of the revenue-reducing covered change(s) for the requested fiscal year as a percentage of baseline revenue:
- Is the aggregate value of the revenue-reducing covered change(s) for the requested fiscal year less than one percent of baseline revenue? Y/N
    - If yes, a recipient's aggregate value of the revenue-reducing covered changes in the reporting year is less than the *de minimis threshold*, and no additional reporting is required.

Baseline Revenue: Guidance
Baseline has the meaning defined in the 2022 Final Rule, 31 CFR 35.3.

Recipients must determine whether the aggregate value of the revenue-reducing covered changes in the reporting year is less than one percent of baseline revenue (the de minimis threshold).

[17] The 2022 final rule defines covered change. "Covered change means a change in law, regulation, or administrative interpretation that reduces any tax (by providing for a reduction in a rate, a rebate, a deduction, a credit, or otherwise) or delays the imposition of any tax or tax increase. A change in law includes any final legislative or regulatory action, a new or changed administrative interpretation, and the phase-in or taking effect of any statute or rule if the phase-in or taking effect was not prescribed prior to the start of the covered period."

Reporting Part 3: Actual Tax Revenue and Reduction in Net Tax Revenue

- Enter Actual Tax Revenue for the requested fiscal year:
- Enter Reduction in Net Tax Revenue: baseline revenue minus actual tax revenue
    - If the value of the reduction in net tax revenue is zero or negative (meaning that actual tax revenue is equal to or greater than baseline revenue), no additional reporting is required.

Actual Tax Revenue: Guidance
Actual tax revenue means the tax revenue received by the recipient government in the reporting year. Tax revenue has the meaning defined in the 2022 Final Rule, 31 CFR 35.3.

Reduction in Net Tax Revenue: Guidance
The reduction in net tax revenue is equal to baseline revenue minus actual tax revenue in each reporting year. If this value is zero or negative, there is no reduction in net tax revenue.

Reporting Part 4: Revenue-increasing Covered Changes and Covered Spending Cuts

- Do you have revenue-increasing covered change(s) and/or covered spending cuts to report for the requested fiscal year? Yes/No.
- If yes, complete grid or upload spreadsheet with the name of each revenue-increasing covered change and the value.
- Enter in the aggregate value of revenue-increasing covered change(s):

- Enter net reduction in total spending for the requested fiscal year:
- Complete grid or upload spreadsheet of specific spending cuts and the corresponding "reporting unit", including the name of the reporting unit, description of the spending cut, the amount of the reduction in spending in the reporting unit for the reporting year relative to its inflation-adjusted FY 2019 level, the amount of any Fiscal Recovery Funds spent in the reporting unit in the reporting year, and the amount by which the reduction in spending in the reporting unit in the reporting year exceeds the Fiscal Recovery Funds spent in the reporting unit in the reporting year, if at all.
- Enter the aggregate value of covered spending cuts.
- Enter the aggregate value of revenue-increasing covered changes + the aggregate value of covered spending cuts.
- Enter the total value of revenue-reducing covered changes minus the total of (aggregate value of revenue-increasing covered changes + aggregate value of covered spending cuts).
- Is the aggregate value of revenue-reducing covered changes minus the total of (aggregate value of revenue-increasing changes + aggregate value of covered spending cuts) negative or equal to zero? (Yes/No)
    - If yes, recipients have no further reporting requirements related to the Tax Offset Provision.
    - If no, recipients must move on to the calculation of the revenue reduction cap.

Revenue-increasing covered changes: Guidance
If a recipient has revenue-reducing covered changes, the aggregate value of which exceed the de minimis threshold, and its actual tax revenue does not exceed baseline tax revenue, a recipient must report the value of covered changes that have had or that the recipient predicts will have the effect of increasing tax revenue in a given reporting year (revenue-increasing covered changes), similar to the way it would in the ordinary course of its budgeting process. The value of these revenue-increasing covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The revenue-increasing covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-

over-year revenue attributable to the revenue-increasing covered change(s), relative to the current law baseline prior to the change(s). Estimation approaches should not use dynamic methodologies that incorporate the projected effects of the policies on macroeconomic growth. In general and where possible, reporting should be produced by the agency of the recipient responsible for estimating the costs and effects of fiscal policy changes. Recipients should maintain records regarding revenue-increasing covered changes and estimates of such changes.

Net reduction in total spending, and tables of specific spending cuts: Guidance
Recipients may cut spending in certain areas to pay for revenue-reducing covered changes, up to the amount of the recipient's net reduction in total spending. To calculate the amount of spending cuts that are available to offset a reduction in tax revenue, the recipient must first consider whether there has been a reduction in total net spending, excluding Fiscal Recovery Funds (net reduction in total spending). As defined in the 2022 Final Rule, 35 CFR 35.3, net reduction in total spending is measured as the recipient government's total spending for a given reporting year excluding Fiscal Recovery Funds, subtracted from its total spending for its fiscal year ending in 2019, adjusted for inflation using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States for that reporting year. If that calculation yields a positive value, there has been a net reduction in total spending; if it yields zero or a negative value, there has not been a net reduction in total spending. If there has been no net reduction in total spending, a recipient will have no spending cuts to offset a reduction in net tax revenue.

Next, a recipient must determine and aggregate the value of spending cuts in each "reporting unit." "Reporting units" are departments, agencies, or authorities of the recipient's government. For each reporting unit, the recipient must report (1) the amount of the reduction in spending in the reporting unit for the reporting year relative to its inflation-adjusted FY 2019 level, (2) the amount of any Fiscal Recovery Funds spent in the reporting unit in the reporting year, and (3) the amount by which the reduction in spending in the reporting year exceeds the Fiscal Recovery funds spent in the reporting unit in the reporting year. If a recipient has not spent amounts received from the Fiscal Recovery Funds in a reporting unit, the full amount of the reduction in spending counts as a covered spending cut and may be included in the aggregate value of spending cuts. If the recipient has spent amounts received from the Fiscal Recovery Funds, such amounts generally would be deemed to have replaced the amount of spending cut, and only reductions in spending above the amount of Fiscal Recovery Funds spent on the reporting unit would be eligible to offset a reduction in net tax revenue. Only such amounts above the amount of Fiscal Recovery Funds spent on the reporting unit should be included in the aggregate value of spending cuts.

To align with existing reporting and accounting, the 2022 Final Rule considers the department, agency, or authority from which spending has been cut and whether the recipient government has spent amounts received from the Fiscal Recovery Funds on that same department, agency, or authority. Some commenters on the 2021 interim final rule argued that the methodology for identifying offsetting spending cuts at the department, agency, or authority level was too restrictive, but as discussed in the 2022 final rule, Treasury maintained the approach of requiring this reporting at the department, agency, or authority level. Recipients are encouraged to define reporting units in a manner consistent with their existing budget process and should, to the extent possible, report using the same reporting unit in each reporting year. Spending cuts must be reported relative to FY 2019 spending levels, adjusted for inflation, and excluding Fiscal Recovery Funds from reporting year spending levels.

Recipients should maintain records regarding spending cuts.

Reporting Part 5: Revenue Reduction Cap

The "revenue reduction cap," together with Part 3, ensures that recipient governments can use organic revenue growth to offset the cost of revenue-reducing covered changes. If, based on the calculations completed so far, a recipient has not yet demonstrated how its revenue-reducing covered changes were offset by non-SLFRF sources, the reporting portal will auto-calculate the revenue reduction cap, which will be the lesser of the following two amounts:

- Reduction in Net Tax Revenue (baseline tax revenue minus actual tax revenue) [pre-populated from Part 3] and
- Aggregate Value of revenue-reducing covered changes minus (total of (aggregate value of revenue-increasing changes + aggregate value of covered spending cuts) [pre-populated from Part 4].

k. Required Programmatic Data (other than water, sewer, and broadband infrastructure projects): For all projects listed under the following Expenditure Categories (see Appendix 1), the information listed must be provided in each report.

1. Public Health and Negative Economic Impact (EC 1.1-3.5) - *Collection began in April 2022*
   - Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced
   - Brief description of how a recipient's response is related and reasonably proportional to a public health or negative economic impact of COVID-19.[18]

     Note: The 2022 final rule presumes that all enumerated eligible uses for programs and services, including COVID-19 mitigation and prevention programs and services, are reasonably proportional responses to the harm identified unless a response is grossly disproportionate to the type or extent of harm experienced. Many of the Eligibility Categories encompass multiple specific enumerated eligible uses and may be provided to a variety of populations. For example, EC 2.13 *Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* includes a wide array of financial, educational, child development, or health supports, or other supports necessary, including supports for kinship care, and may be provided to foster youth and/or families involved in the child welfare system. Between these two fields above, recipients should provide enough information to identify the type of enumerated eligible use being provided within the EC (e.g., kinship care support services), the public health or economic impact experienced, who the program and/or service is being provided to, and what services are being provided (e.g., respite resources). For enumerated eligible uses, recipients are not required to provide substantive documentation that the response is related and reasonably proportional in the Project and Expenditure Report.

2. Capital Expenditures (EC 1.1-3.5) - *Collection began in January 2022, with additional fields required starting in July 2022*
   - Does this project include a capital expenditure? *(Collection began in January 2022)*
   - Total expected capital expenditure, including pre-development costs, if applicable *(Collection began in January 2022)*
   - Type of capital expenditure, based on the following enumerated uses (*Collection began in July 2022*):
     - COVID-19 testing sites and laboratories, and acquisition of related equipment
     - COVID-19 vaccination sites
     - Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., emergency rooms, intensive care units, telemedicine capabilities for COVID-19 related treatment)

[18] Please note that capital expenditures are not considered "programs and services" and are not presumed to be reasonably proportional responses to an identified harm except as provided in the 2022 final rule.

  - Temporary medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
  - Acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment
  - Emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems)
  - Installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities
  - Public health data systems, including technology infrastructure
  - Adaptations to congregate living facilities, including skilled nursing facilities, other long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities, as well as public facilities and schools (excluding construction of new facilities for the purpose of mitigating spread of COVID-19 in the facility)
  - Mitigation measures in small businesses, nonprofits, and impacted industries (e.g., developing outdoor spaces)
  - Behavioral health facilities and equipment (e.g., inpatient or outpatient mental health or substance use treatment facilities, crisis centers, diversion centers)
  - Technology and equipment to allow law enforcement to efficiently and effectively respond to the rise in gun violence resulting from the pandemic
  - Affordable housing, supportive housing, or recovery housing development
  - Food banks and other facilities primarily dedicated to addressing food insecurity
  - Transitional shelters (e.g., temporary residences for people experiencing homelessness)
  - Devices and equipment that assist households in accessing the internet (e.g., tablets, computers, or routers)
  - Childcare, daycare, and early learning facilities
  - Job and workforce training centers
  - Improvements to existing facilities to remediate lead contaminants (e.g., removal of lead paint)
  - Medical equipment and facilities designed to address disparities in public health outcomes (includes primary care clinics, hospitals, or integrations of health services into other settings)
  - Parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, streetlights, neighborhood cleanup, and other projects to revitalize public spaces
  - Rehabilitations, renovation, remediation, cleanup, or conversions of vacant or abandoned properties
  - Schools and other educational facilities or equipment to address educational disparities
  - Technology and tools to effectively develop, execute, and evaluate government programs
  - Technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, improvements to case management systems or data sharing resources), reduce government backlogs, or meet increased maintenance needs
  - Other (please specify)
- For recipients (other than Tribal governments) investing in projects with total expected capital expenditures for an enumerated eligible use of $10 million or more, as well as projects with total expected capital expenditures for an "other" use of $1 million or more, provide a written justification (*Collection began in July 2022)*
- For projects with total expected capital expenditures of over $10 million, provide labor reporting as outlined for infrastructure projects on pages 37 and 38 (*Collection began July 2022*)

3. Household Assistance (EC 2.1-2.8) – *Collection began January 2022*:
   - Number of households served (by program if recipient establishes multiple separate household assistance programs)

4. Small Business Economic Assistance (EC 1.8, 2.29-2.33) – *Collection began April 2022*
   - Number of small businesses served (by program if recipient establishes multiple separate small business assistance programs)

5. Assistance to Non-Profits (EC 1.9, 2.34)- *Collection began April 2022*
   - Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)

6. Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (EC 1.10, 2.35-2.36) – *Collection began April 2022*:
   - If aid is provided to industries other than travel, tourism, and hospitality (EC 2.36), describe if the industry experienced at least 8 percent employment loss from pre-pandemic levels, or the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the 2022 final rule, and rationale for providing aid to the industry
   - For each subaward:
     - Sector of employer (Note: additional detail, including list of sectors, to be provided in the user guide posted to www.treasury.gov/SLFRP)
     - Purpose of funds (e.g., payroll support, safety measure implementation)

7. Education Assistance (EC 2.14, 2.24-.2.27) – *Collection began in January 2022*:
   - The National Center for Education Statistics ("NCES") School ID or NCES District ID. List the School District if all schools within the school district received some funds. If not all schools within the school district received funds, list the School ID of the schools that received funds. These can allow evaluators to link data from the NCES to look at school-level demographics and, eventually, student performance.[19]

8. Payroll for Public Health and Safety Employees (EC 3.1) – *Collection began in January 2022*:
   - Number of government FTEs responding to COVID-19 supported under this authority

9. Rehiring Public Sector Staff (EC 3.2) – *Collection began in January 2022*:
   - Number of FTEs rehired by governments under this authority

10. Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2) – *Collection began in January 2022*; *additional field began in April 2022*
    - List of sectors designated as critical to protecting the health and well-being of residents by the chief executive of the jurisdiction, if beyond those included in the 2022 final rule *(Collection began January 2022)*
    - Number of workers to be served (*Collection began January 2022)*
    - Employer sector for all subawards to third-party employers (i.e., employers other than the State, local, or Tribal government) (*Collection began January 2022)*
    - For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is

[19] For more information on NCES identification numbers see https://nces.ed.gov/ccd/districtsearch/ (districts) and https://nces.ed.gov/ccd/schoolsearch/ (schools).

higher, on an annual basis; OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions:

  - A brief written narrative justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19, and why the recipient government determined that the premium pay was responsive to workers performing essential work during the pandemic. This description should not include personally identifiable information; when addressing individual workers, recipients should be careful not to include this information. Recipients may consider describing the workers' occupations and duties in a general manner as necessary to protect privacy (*Collection began January 2022)*

- Number of workers to be served with premium pay in K-12 schools (*Collection began April 2022)*

11. Revenue replacement (EC 6.1) – *Collection began in August 2021*:
As outlined in the 2022 final rule, recipients have the option to make a one-time decision to calculate revenue loss according to the formula outlined in the 2022 final rule or elect a "Standard Allowance" of up to $10 million, not to exceed the award allocation, to spend on government services throughout the period of performance. The option to make this one-time decision was provided during the April 30, 2022 reporting deadline. Recipients may update their revenue loss determination, as appropriate, through the April 2025 reporting period. Upon update, any prior revenue loss election will be superseded. Recipients must use a consistent methodology across the period of performance (i.e., choose either the standard allowance or the full formula) and may not elect one approach for certain reporting years and the other approach for different reporting years.

For recipients electing the "Standard Allowance," Treasury will presume that up to $10 million, not to exceed the award allocation, in revenue has been lost due to the public health emergency. Recipients are permitted to use that amount to fund "government services." Please note that electing the standard allowance does not change a recipient's total allocation. Recipients that elect to use this standard allowance will make this election instead of calculating lost revenue using the formula.

For recipients calculating revenue loss according to the formula, the 2022 final rule permits recipients to choose whether to use calendar or fiscal year calculation dates. Recipients must use the same calculation time frame (calendar or fiscal year) throughout the award period.

Recipients calculating lost revenue using the formula should report the following:

- Choice of fiscal or calendar year revenue loss (choice must remain consistent throughout award period)
- General revenue collected over the past 12 months as of the most recent calculation date, as outlined in the 2022 final rule.
- Calculated revenue loss due to the COVID-19 public health emergency; and
- An explanation of how the revenue replacement funds were allocated to government services (note: additional instructions and/or template provided in the user guide posted at www.treasury.gov/SLFRPReporting).

For information on treatment of future tax changes, please see the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*.

12. Emergency Relief from Natural Disasters (EC 8) – *Collection began October 2023*:
    For EC 8.1-8.11
    - Identify the natural disaster declaration or designation
      - Emergency Declaration or Major Declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act
        - If responding to a natural disaster that is the subject of an emergency declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act:
          - Provide the declaration identification number;
          - Have SLFRF funds provided financial assistance to a person, business concern, or other entity with respect to disaster losses? If providing financial assistance to a person, business concern, or other entity with respect to disaster losses, recipients are responsible for ensuring compliance with the duplication of benefits requirements described in the interim final rule at 31 CFR 35.6(g)(3). Disaster losses are losses suffered as a result of a major disaster or emergency declared under the Stafford Act.
      - Emergency declaration by the Governor of a state pursuant to respective state law without a Stafford Act Declaration
      - Emergency declaration by a Tribal government without a Stafford Act Declaration
        Designation of an event of a natural disaster by the chief executive or equivalent of recipient government with the event meeting the definition of natural disaster that does not also have a Stafford Act Declaration

    For EC 8.6, 8.7, 8.12, 8.13
    - Does this project include a capital expenditure?
    - Total expected cost of capital expenditures funded with SLFRF in a project, including pre-development costs, if applicable
    - For projects with total expected capital expenditures of over $10 million, provide labor reporting as outlined for infrastructure projects on pages 37 and 38
    - For EC 8.12 (not EC 8.6, 8.7, 8.13): For recipients (except for Tribal governments) using SLFRF for mitigation activities with SLFRF-funded capital expenditures over $1 million, provide a written justification. Recipients that incorporate mitigation activities into repairing public infrastructure or home repairs should report their projects in EC 8.12.

13. Surface Transportation (EC 9) – *Collection began October 2023 (Additional fields may be phased in through future reporting periods):*
    - EC 9.1-9.3: Supplement, Not Supplant Attestation: The SLFRF funds used for this project are supplementing not supplanting other federal, state, territorial, Tribal, and local government funds (as applicable) that are otherwise available for these projects.
    - EC 9.1: Surface Transportation Projects Receiving Funding from Department of Transportation (DOT)
      - Select the relevant program under which your DOT-funded project falls (check one box):
        - INFRA Grants
        - National Highway Performance Program (NHPP)
        - Bridge Investment Program (BIP)
        - Surface Transportation Block Grant Program (STBG)
        - Highway Safety Improvement Program (HSIP)
        - Congestion Mitigation and Air Quality Improvement Program (CMAQ)
        - Charging and Fueling Infrastructure Discretionary Grant Program (CFI Program)

        - Territorial and Puerto Rico Highway Program
        - National Highway Freight Program (NHFP)
        - Rural Surface Transportation Grant Program
        - Carbon Reduction Program (CRP)
        - Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT)
        - Tribal Transportation Program (TTP)
        - Federal Lands Transportation Program (FLTP)
        - Federal Lands Access Program (FLAP)
        - Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program
        - Transportation Infrastructure Finance and Innovation Act (TIFIA)
        - Urbanized Formula Grants
        - Fixed Guideway Capital Investment Grants
        - Formula Grants for Rural Areas
        - State of Good Repair Grants
        - Grants for Buses and Bus Facilities
        - National culvert removal, replacement, and restoration grant program (Culvert AOP Program)
        - Bridge Replacement, Rehabilitation, Preservation, Protection, and Construction Program (Bridge Formula Program or BFP)
        - Metropolitan transportation planning
        - Projects that further the completion of a designated route of the Appalachian Development Highway System (ADHS)
    - FAIN number(s) for associated DOT project
    - Was DOT consulted prior to using SLFRF funds for this project? Yes/No.
    - For States using funds for projects eligible under title 23 of the U.S. Code or otherwise subject to the requirements of title 23 of the U.S. Code, select whether the project will:
        - Demonstrate progress in achieving a state of good repair as required by the State's asset management plan under 23 U.S.C. 119(e); and (Yes/No)
        - Support the achievement of 1 or more performance targets of the State established under 23 U.S.C. 150. (Yes/No)
        - This project is not a project eligible under title 23 of the U.S. Code or otherwise subject to the requirements of title 23 of the U.S. Code.
    - Limitation on Operating Expenses Attestation (only for Urbanized Formula Grants, Fixed Guideway Capital Investment Grants, Formula Grants for Rural Areas, State of Good Repair Grants, or Grants for Buses and Bus Facilities): The SLFRF funds associated with this project are not being used for operating expenses.
- EC 9.2: Surface Transportation Projects Not Receiving Funding from DOT (Streamlined Framework)
    - Select the eligible project type from the 2023 RAISE Grant NOFO for which the recipient is using SLFRF funds.
        - Highway, bridge, or other road projects eligible under title 23 of the U.S. Code
        - Public transportation projects eligible under chapter 53 of title 49, U.S.C.
        - Passenger and freight rail transportation projects
        - Port infrastructure investments (including inland port infrastructure and land ports of entry)

        - The surface transportation components of an airport project eligible for assistance under part B of subtitle VII of title 49, U.S.C.
        - Intermodal projects
        - Projects to replace or rehabilitate a culvert or prevent stormwater runoff for the purpose of improving habitat for aquatic species while advancing the goals of the RAISE program
        - Projects investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government
        - Public road and non-motorized projects that are not otherwise eligible under title 23, United States Code
        - Transit-oriented development projects
        - Mobility on-demand projects that expand access and reduce transportation cost burden
        - Planning projects
    - For States using funds for projects eligible under title 23 of the U.S. Code or otherwise subject to the requirements of title 23 of the U.S. Code, select whether the project will:
        - Demonstrate progress in achieving a state of good repair as required by the State's asset management plan under 23 U.S.C. 119(e); and (Yes/No)
        - Support the achievement of 1 or more performance targets of the State established under 23 U.S.C. 150. (Yes/No)
        - This project is not a project eligible under title 23 of the U.S. Code or otherwise subject to the requirements of title 23 of the U.S. Code.
    - Environmental Impact Attestation: The entire project scope is limited to the set of actions or activities identified by DOT as meeting the criteria for categorical exclusion as listed under 23 CFR 771.116(c)(1)-(22), 771.117(c)(1)-(30), and 771.118(c)(1)-(16). These actions do not involve unusual circumstances, as described in 23 CFR 771.116(b), 771.117(b), and 771.118(b).
    - Requirements Attestation: The project satisfies the requirements of titles 23, 40, and 49 of the U.S. Code that apply to this project and the associated DOT implementing regulations.
    - Limitation on Operating Expenses Attestation (only for Urbanized Formula Grants, Fixed Guideway Capital Investment Grants, Formula Grants for Rural Areas, State of Good Repair Grants, or Grants for Buses and Bus Facilities): The SLFRF funds associated with this project are not being used for operating expenses.
- For EC 9.3: Non-federal share requirements for a Surface Transportation project or repaying a TIFIA loan
    - Select the DOT program for which you are using SLFRF funds to satisfy non-federal share requirements or to repay a TIFIA loan
        - INFRA Grants
        - Fixed Guideway Capital Investment Grants
        - Mega Grants
        - Projects eligible for credit assistance under the TIFIA program
        - Repayment of TIFIA loan
    - FAIN number(s) for associated DOT projects

14. Title I (EC 10) – *Collection began October 2023 (see supplemental guidance related to environmental review requirements):*
    - Environmental Review Type: Indicate the type of environmental review required by the project:
        - Exempt Activity (per 24 CFR 58.34(a))
        - Categorically Excluded and not subject to 24 CFR 58.5 (per 24 CFR 58.35(b)) with no extraordinary circumstances (per 24 CFR 58.35(c))
        - Other - Upload the Treasury Approved Environmental Certification, Treasury Approved Public Notice, Treasury Approved Proof of Posting Public Notice and Treasury Approved Authority to Use Grant Funds Notice. *(See supplemental guidance related to environmental review requirements).*
    - Supplement, Not Supplant Attestation: The SLFRF funds used for this project are supplementing not supplanting other federal, state, territorial, Tribal, and local government funds (as applicable) otherwise available for such uses.
    - Requirements Attestation: The project satisfies the requirements of title I of the Housing and Community Development Act of 1974 that apply to this project and the associated HUD implementing regulations.
    - Does this Title I project relate to broadband infrastructure? (Yes/No).
    - For non-Tribal government recipients:
        - Designate which of the three National Objectives the project aligns to:
            - Benefit low- and moderate-income persons
            - Prevent of eliminate slums or blight
            - Meet other particularly urgent community development needs
        - Labor Standards Attestation: All labor standards requirements applicable under this eligible use category have been satisfied by the recipient.
        - For Tribal government recipients: Are you satisfying the definition of "low and moderate income" for the primary objective requirement based on project beneficiaries receiving or being eligible to receive needs-based services provided by the Tribe, instead of relying on Census data? Needs-based services are defined as services administered by the Tribal government on the basis of an individual's income.
        - If yes: Attestation: The project beneficiaries are receiving or are eligible to receive needs-based services provided by the Tribal government.

15. Costs Associated with Satisfying Certain Legal and Administrative Requirements of the SLFRF Program After December 31, 2024 (EC 7.3) – *Collection began in July 2024:*

    Recipients may use this EC to report estimated expenses of certain legal and administrative costs to be expended after the obligation deadline. These expenses are discussed in FAQ 17.10, and include:
    - Reporting and compliance requirements, including subrecipient monitoring
    - Single Audit costs
    - Record retention and internal control requirements
    - Property standards
    - Environmental requirements, including applicable requirements of the National Environmental Policy Act, section 106 of the National Historic Preservation Act, the Archaeological Resources Protection Act of 1979, and the Native American Graves Protection and Repatriation Act
    - Civil rights and nondiscrimination requirements

    Please note this is not an exhaustive list of the legal and administrative requirements that are considered obligated. In addition, please note that relevant expenses under this EC do not include all legal and administrative expenses, but only those relating to a requirement

under federal law or regulation or a provision of the SLFRF award terms and conditions to which the recipient becomes subject as a result of receiving or expending SLFRF funds.

Recipients should only report such expenses if they are not obligated and reported through another mechanism, such as a contract, subaward, interagency agreement, or personnel cost estimate, as discussed above in section c.

Recipients may report relevant expenses under this EC in the aggregate through a single project. Recipient should report:

- Estimated expenses to cover relevant legal and administrative requirements of SLFRF in 2025, 2026, and award closeout
- Current period expenditures pursuant to the estimate
- Description of relevant administrative and legal expenses
- Explanation of how the figure for the estimated funds to cover relevant administrative and legal expenses was determined

The Project & Expenditure Report will prompt the recipient to report "subaward data" for individuals or entities expected to be paid pursuant to the estimate of relevant administrative and legal expenses reported under this expenditure category. Because the recipient may not have precise identifying information for the individuals or entities which will eventually receive payments pursuant to the estimate, in the intervening period, the recipient may enter a single "Direct Payment" entry that provides the address and other information of the agency, department, or part of government responsible for undertaking such administrative and legal expenses. As discussed in the Obligation IFR and elaborated in FAQ 17.10, relevant expenses under EC 7.3 are considered obligated by virtue of a federal law or regulation or a provision of the SLFRF award terms and conditions to which the recipient becomes subject as a result of receiving or expending SLFRF funds. Therefore, recipients are not required to independently meet the obligation requirement via a subaward, contract, or other similar transaction requiring payment for such expenditures. Reporting such expenditures as obligated through a Direct Payment serves as a placeholder given that the estimated expenditures are already considered obligated. Recipients will have the ability to add additional subaward-type entries after the obligation deadline for reporting expenditures made for relevant administrative and legal purposes pursuant to the estimate. Recipients should add such entries after the expenditures are made. As with all other expenditures, recipients should ensure that all expenditures made pursuant to the estimate are reported to Treasury with the applicable identifying information.

Alongside these reporting requirements, a recipient must document and keep on file a reasonable justification for how the estimate was determined. This reasonable justification is distinct from the explanation of how the estimate was determined, which will be submitted in the Project & Expenditure Report. The explanation submitted in the Project & Expenditure Report should provide a summary of how the recipient calculated the estimate. The reasonable justification kept on file may include a discussion of the recipient's expectations that eligible administrative and legal costs will continue to be paid in future periods and may include relevant documentation.

In determining an appropriate estimate for eligible expenses, a recipient may wish to consult the following sections of the Uniform Guidance:

- 2 CFR 200.403 – Factors affecting allowability of costs
- 2 CFR 200.404 – Reasonable costs
- 2 CFR 200.430(i) – Standards for Documentation of Personnel Expenses

I. Required Programmatic Data for Water, Sewer, and Broadband Infrastructure Projects (EC 5): For all projects listed under the Water, Sewer, and Broadband Expenditure Categories (see Appendix

1), more detailed project-level information is required. Each project will be required to report expenditure data as described above, but will also report the following information:

1. All water, sewer, and broadband infrastructure projects (EC 5) – *Collection began in January 2022:*
   - Projected/actual construction start date (month/year)
   - Projected/actual initiation of operations date (month/year)
   - Location
   - For projects over $10 million (based on expected total cost):
     a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
        - The number of employees of contractors and sub-contractors working on the project;
        - The number of employees on the project hired directly and hired through a third party;
        - The wages and benefits of workers on the project by classification; and
        - Whether those wages are at rates less than those prevailing.[20]
          Recipients must maintain sufficient records to substantiate this information upon request.
     b. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
        - How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
        - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
        - How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
        - Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
        - Whether the project has completed a project labor agreement.
     c. Whether the project prioritizes local hires.
     d. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

[20] As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed.

2. Water and sewer projects (EC 5.1-5.18) *Required once the project starts:*
   - National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund) (*Collection began in January 2022)*
   - Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund) (*Collection began January 2022)*
   - Median Household Income of service area *(Collection began in April 2022)*
   - Lowest Quintile Income of the service area *(Collection began in April 2022)*

3. Broadband projects (EC 5.19-5.21) *Collection includes new fields that began in July 2022. Additional fields will be phased in through future reporting periods, as noted below.*

   Overall Project Information
   - Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
     - If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
     - Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
   - Confirm that the service provider for the project has, or will upon completion of the project, either participated in the Federal Communications Commission (FCC)'s Affordable Connectivity Program (ACP) or otherwise provided access to a broad-based affordability program that provides benefits to households commensurate with those provided under the ACP to low-income consumers in the proposed service area of the broadband infrastructure *(applicable only to projects that provide service to households).*

   Detailed Project Information
   - Project technology type(s) (Planned/Actual)
     - Fiber
     - Coaxial Cable
     - Terrestrial Fixed Wireless
     - Other (specify)
   - Total miles of fiber deployed (Planned/Actual)
   - Total number of funded locations served (Planned/Actual)
     - Total number of funded locations served, broken out by speeds:
       - Pre-SLFRF Investment:
         - Number receiving 25/3 Mbps or below
         - Number receiving between 25/3 Mbps and 100/20 Mbps
       - Post-SLFRF Investment (Planned/Actual):
         - Number receiving minimum 100/100 Mbps
         - Number receiving minimum 100/20 Mbps and scalable to minimum 100/100 Mbps
     - Total number of funded locations served, broken out by type (Planned/Actual):
       - Residential
         - Total Housing Units
       - Business
       - Community anchor institution
   - Speed tiers offered, corresponding non-promotional prices, including associated fees, and data allowance for each speed tier of broadband service (*collection to be phased in a future reporting period)*

   Location-by-Location Project Information

For each location served by a Project, the recipient must collect from the subrecipient or contractor and submit the following information to Treasury using a predetermined file format that will be provided by Treasury (*collection of certain fields will begin in October 2022, as specified below*):

- Latitude/longitude at the structure where service will be installed (*required starting October 2022)*Technology used to offer service at the location (*required starting October 2022)*
- Location type (*required starting October 2022)*
  - Residential
    - If Residential, Number of Housing Units
  - Business
  - Community anchor institution
- Speed tier at the location pre-SLFRF investment (*collection to be phased in)*
  - 25/3 Mbps or below
  - Between 25/3 Mbps and 100/20 Mbps
- Speed and latency at the location post-SLFRF investment (*collection to be phased in)*
  - Maximum download speed offered
  - Maximum download speed delivered
  - Maximum upload speed offered
  - Maximum upload speed delivered
  - Latency
- Standardized FCC Identifiers
  - Fabric ID # (Broadband Serviceable Fabric Locations)
  - FCC Issued Provider ID #

m. Additional Required Programmatic Data for States, U.S. territories, and metropolitan cities and counties with a population that exceeds 250,000 residents only: As noted in the Recovery Plan Performance Report section of this guidance, states, U.S. territories, and metropolitan cities and counties with a population over 250,000 are required to provide additional data in the Project and Expenditure report for projects in the following expenditure categories. Treasury recognizes that recipients are reporting a broad set of projects under the following expenditure categories. It may be the case that a recipient is reporting a project under an expenditure category that is an eligible use of SLFRF funds for that expenditure category, in accordance with the 2022 final rule, but is not designed to meet the associated performance indicators. In these instances, recipients may report a "0" in these data fields. As described in the Performance Report section of the Recovery Plan Performance Report section, recipients have discretion on the full suite of performance indicators for inclusion in their Recovery Plans, including the list of required data for each expenditure category, where relevant.

1. Use of Evidence (for relevant ECs noted in Appendix 1)—*Collection began April 2022*
   - The dollar amount of the total project spending that is allocated towards evidence-based interventions
   - Whether a program evaluation of the project is being conducted

2. Household Assistance (EC 2.2), Long-Term Housing Security (EC 2.15-2.16) and Housing Support (EC 2.17-2.18):
   - Number of households receiving eviction prevention services (including legal representation)
   - Number of affordable housing units preserved or developed

3. Assistance to Unemployed or Underemployed Workers (EC 2.10) and Community Violence Interventions (EC 1.11):
   - Number of workers enrolled in sectoral job training programs

- Number of workers completing sectoral job training programs
- Number of people participating in summer youth employment programs

4. Addressing Educational Disparities (EC 2.24-2.26) and Addressing Impacts of Lost Instructional Time (EC 2.27):
   - Number of students participating in evidence-based tutoring programs[21]

5. Healthy Childhood Environments (EC 2.11-2.14):
   - Number of children served by childcare and early learning services (pre-school/pre-K/ages 3-5)
   - Number of families served by home visiting

n. NEU Documentation (NEUs only): Each NEU is also required to provide the following information once its accounts are established in Treasury's Reporting Portal and prior to the due date for their first Project and Expenditure Report (due April 30, 2022):
   - Copy of the signed award terms and conditions agreement (which was signed and submitted to the State as part of the request for funding)
   - Copy of the signed assurances of compliance with Title VI of the Civil Rights Act of 1964 (which was signed and submitted to the State as part of the request for funding)
   - Copy of actual budget documents validating the top-line budget total provided to the State as part of the request for funding

   NEU accounts are established in Treasury's Portal based on information provided by the States or territories, as further described in Section Part 2 D below.

C. Recovery Plan Performance Report

States, territories, and metropolitan cities and counties with a population that exceeds 250,000 residents (i.e., Tier 1 recipients) will also be required to publish and submit to Treasury a Recovery Plan performance report ("Recovery Plan"). Each Recovery Plan must be posted on an easily discoverable webpage on the public-facing website of the recipient by the same date the recipient submits the report to Treasury. Treasury recommends that Recovery Plans be accessible within three clicks or fewer from the homepage of the recipient's website. Within Treasury's reporting portal, recipients must upload a link to the publicly available Recovery Plan and provide required data.

The Recovery Plan provides the public and Treasury both retrospective and prospective information on the projects recipients are undertaking or planning to undertake with program funding and how they are planning to ensure program outcomes are achieved in an effective, efficient, and equitable manner. While this guidance outlines some minimum requirements for the Recovery Plan, each recipient is encouraged to add information to the plan that they feel is appropriate to provide information to their constituents on efforts they are taking to respond to the pandemic and promote economic recovery. Each jurisdiction may determine the general form and content of the Recovery Plan, as long as it includes the minimum information required by Treasury. Treasury provided a template (located at www.treasury.gov/SLFRP) but recipients may modify this template as appropriate for their jurisdiction, provided the modified template meets Treasury's requirements, outlined below. Through the Recovery Plan, recipients may link to public documents, including, but not limited to, legislation, dashboards, survey results, community engagement reports, and equity frameworks to support the Recovery Plan narrative. The Recovery Plan should include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury, as noted below.

[21] For more information on evidence-based tutoring programs, refer to the U.S. Department of Education's 2021 ED COVID-19 Handbook (Volume 2), which summarizes research on evidence-based tutoring programs (see the bottom of page 20.

The initial Recovery Plan covered the period from the date of award to July 31, 2021 and was required to be submitted to Treasury by August 31, 2021, or 60 days after receiving funding. Thereafter, the Recovery Plan will cover a 12-month period and recipients are required to submit the report to Treasury after the end of the 12-month period by July 31. The Recovery Plan should include both retrospective information covering the time period of the Recovery Plan along with prospective information on future work to be undertaken with SLFRF funds or on the planning that has been undertaken during the covered period. **Table 5** summarizes the report timelines:

Table 5 Recovery Plan Timeline

Annual Report	Period Covered	Due Date
1	Award Date – July 31, 2021	August 31, 2021 or 60 days after receiving funding
2	July 1, 2021 – June 30, 2022	July 31, 2022
3	July 1, 2022 – June 30, 2023	July 31, 2023
4	July 1, 2023 – June 30, 2024	July 31, 2024
5	July 1, 2024 – June 30, 2025	July 31, 2025
6	July 1, 2025 – June 30, 2026	July 31, 2026
7	July 1, 2026 – December 31, 2026	April 30, 2027

Recovery Plans submitted as part of reporting are used by Treasury, third party organizations, the public, and other stakeholders to obtain a comprehensive understanding of SLFRF's largest recipients' planned and actual usage of SLFRF funding, including the jurisdiction's policy goals, its strategy for achieving them, and specific projects or initiatives underway. Alignment of data reported in Project and Expenditure reports and Recovery Plans is expected by both Treasury and SLFRF's many stakeholders. Finally, Recovery Plans will be posted publicly by Treasury to provide transparency about how program funds are being used by recipient governments.

The Recovery Plan must include, at a minimum, the following information:

1. Executive Summary

In this section, recipients should provide a high-level overview of the jurisdiction's intended and actual uses of funding including, but not limited to: the jurisdiction's strategy, goals, and plan for using Fiscal Recovery Funds to respond to the pandemic and promote economic recovery, key outcome goals, progress to date on those outcomes, and any noteworthy challenges or opportunities identified during the reporting period.

2. Uses of Funds

In this section, recipients should describe in further detail the strategy and goals of their jurisdiction's SLFRF program, such as how their jurisdiction's approach would help support a strong and equitable recovery from the COVID-19 pandemic and economic downturn. Recipients should describe how their intended and actual uses of funds will achieve their goals. Given the broad eligible uses of funds established by the 2022 final rule and the 2023 IFR and the specific needs of different jurisdictions, recipients should also explain how the funds would support the communities, populations, or individuals in their jurisdiction. Recipients should describe how their use of funds supports their overall strategy and goals in the following areas:

a. Public Health (EC 1): As relevant, describe how funds are being used to respond to COVID-19, the broader health impacts of COVID-19, and the COVID-19 public health emergency, including community violence interventions and behavioral health.
b. Negative Economic Impacts (EC 2): As relevant, describe how funds are being used to respond to negative economic impacts of the COVID-19 public health emergency, including services to households (such as affordable housing, job training, and childcare), small businesses, non-profits, and impacted industries.

c. Public Health-Negative Economic Impact: Public Sector Capacity (EC 3): As relevant, describe how funds are being used to support public sector workforce and capacity, including public sector payroll, rehiring of public sector workers, and building of public sector capacity.
d. Premium Pay (EC 4): As relevant, describe the approach, goals, and sectors or occupations served in any premium pay program. Describe how the approach prioritizes low-income workers and/or any particular group of eligible workers.
e. Water, sewer, and broadband infrastructure (EC 5): As relevant, describe the approach, goals, and types of projects being pursued. Where relevant, recipients should note how projects contribute to addressing climate change and/or how projects benefit disadvantaged communities in line with the Justice40 Initiative.[22]
f. Revenue Replacement (EC 6): Describe the loss in revenue, including if electing the standard allowance, due to the COVID-19 public health emergency, and how funds have been used to provide government services, including any funds used under revenue loss for non-federal cost-share or matching requirements of other federal programs.
g. Emergency Relief from Natural Disasters (EC 8): As relevant, describe how funds are being used to provide emergency relief from natural disasters that have occurred or are expected to occur imminently, or are threatened to occur in the future.
h. Surface Transportation (EC 9): As relevant, describe how funds are being used to support projects eligible under the 26 transportation programs specified in the Consolidated Appropriations Act, 2023.
i. Title I (EC 10): As relevant, describe how funds are being used for activities that are eligible under section 105(a) of the Housing and Community Development Act of 1974 (Title I projects), which are the activities eligible under the Community Development Block Grant (CDBG) and Indian Community Development Block Grant (ICDBG) programs.

If appropriate, recipients may also include information on their jurisdiction's use (or planned use) of other federal recovery funds, including other programs under the American Rescue Plan such as Emergency Rental Assistance, the Homeowner Assistance Fund, the Capital Projects Fund, the State Small Business Credit Initiative, and so forth, to provide broader context on the overall approach for pandemic recovery. Jurisdictions may also address use of SLFRF funds in coordination with, or in preparation for, funding available through the Infrastructure Investment and Jobs Act.

3. Promoting equitable outcomes

Treasury encourages uses of funds that advance strong, equitable growth, including economic and racial equity. For the purposes of the SLFRF, equity is described in the Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, as issued on January 20, 2021. Recipients also are encouraged to review the definition and discussion of equity in Executive Order 14091, Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, as issued on February 16, 2023.

In this section, recipients should describe, as applicable, their efforts to promote equitable outcomes, including economic and racial equity, and their efforts to design, implement, and measure their SLFRF program and projects with equity in mind.

In describing their efforts to **design** their SLFRF program and projects with equity in mind, recipients may consider the following:

[22] See Executive Order 14008, on Tackling the Climate Crisis at Home and Abroad; OMB, CEQ, & CPO, M-21-28,Interim Implementation Guidance for the Justice40 Initiative (July 20, 2021) https://www.whitehouse.gov/wp-content/uploads/2021/07/M-21-28.pdf; OMB, CEQ, & CPO, M-23-09, Addendum to the Interim Implementation Guidance for the Justice40 Initiative, M-21-28, on using the Climate and Economic Justice Screening Tool (CEJST) (Jan. 27, 2023), https://www.whitehouse.gov/wp-content/uploads/2023/01/M-23-09_Signed_CEQ_CPO.pdf

a. Goals: Are there particular historically underserved, marginalized, or adversely affected groups that recipients intend to serve within their jurisdiction?
b. Awareness: How equitable and practical is the ability for residents or businesses to become aware of the services funded by SLFRF?
c. Access and Distribution: Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?
d. Outcomes: How are intended outcomes focused on closing gaps and/or reaching universal levels of service? How is the considering disaggregating outcomes by race, ethnicity, and other equity dimensions where relevant for the policy objective?

In describing their efforts to **implement** their SLFRF program and projects with equity in mind, recipients may consider the following:

a. Goals and Targets: Please describe how planned or current uses of funds prioritize economic and racial equity as a goal, name specific targets intended to produce meaningful equity results at scale, and include initiatives to achieve those targets.
b. Project Implementation: In addition, please explain how the jurisdiction's overall equity strategy translates into focus areas for SLFRF projects and the specific services or programs offered by the jurisdiction in the following Expenditure Category, as indicated in the 2022 final rule.

    Negative Economic Impacts (EC 2): assistance to households, small businesses, and non-profits to address impacts of the pandemic, which have been most severe among low-income populations. This includes assistance with food, housing, and other needs; employment programs for people with barriers to employment who faced negative economic impacts from the pandemic (such as residents of low-income neighborhoods, minorities, disconnected youth, the unemployed, formerly incarcerated people, veterans, and people with disabilities); services to provide long-term housing security and housing supports, address educational disparities, or provide child care and early learning services; and other strategies that provide impacted and disproportionately impacted communities with services to address the negative economic impacts of the pandemic

The first annual Recovery Plan, due in 2021, was required to describe initial efforts and intended outcomes to promote equity, as applicable. Beginning in 2022, each annual Recovery Plan must provide an update, using qualitative and quantitative data, on how the recipients' approach achieved or promoted equitable outcomes or progressed against equity goals during the performance period, as applicable. Each jurisdiction should describe any constraints or challenges that impacted project success in terms of increasing equity. In particular, this section should describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities (recipients may reference the demographic data information in their Project and Expenditure Reports as relevant).

4. Community Engagement

In this section, recipients should describe how their jurisdiction's planned or current use of funds incorporates community engagement strategies including written feedback through surveys, project proposals, and related documents; oral feedback through community meetings, issue-specific listening sessions, stakeholder interviews, focus groups, and additional public engagement; as well as other forms of input, such as steering committees, taskforces, and digital campaigns that capture diverse feedback from the community. Recipients may describe completed or planned community engagement strategies specifically focused on their SLFRF program and projects or community engagement strategies that included SLFRF among other government programs. Recipients should also describe how community engagement strategies support their equity goals, including engagement with communities that have historically faced significant barriers to services, such as people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.

5. Labor Practices

In this section, recipients should describe workforce practices on any infrastructure projects or capital expenditures being pursued. How are projects using strong labor standards to promote effective and efficient delivery of high-quality infrastructure projects while also supporting the economic recovery through strong employment opportunities for workers? For example, report whether any of the following practices are being utilized: project labor agreements, community benefits agreements, prevailing wage requirements, and local hiring.

6. **Use of Evidence**

In this section of the Recovery Plan, recipients should describe whether and how evidence-based interventions and/or program evaluation are incorporated into their SLFRF program. Recipients may include links to evidence standards, evidence dashboards, evaluation policies, and other public facing tools that are used to track and communicate the use of evidence and evaluation for Fiscal Recovery Funds. Recipients are encouraged to consider how a learning agenda, either narrowly focused on SLFRF or broadly focused on the recipient's broader policy agenda, could support their overarching evaluation efforts in order to create an evidence-building strategy for their jurisdiction.[23]

In the Project Inventory section of the Recovery Plan (see Section 8 below), recipients should identify whether SLFRF funds are being used for evidence-based interventions[24] and/or if projects are being evaluated through rigorous program evaluations that are designed to build evidence. In the Project Inventory, recipients must briefly describe the goals of the project and the evidence base for the interventions funded by the project. As part of the Project Inventory section, recipients must also specifically identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project in the Expenditure Categories noted with an asterisk in Appendix 1. Please note that to increase consistency, the Project and Expenditure report now also includes fields for recipients to identify the dollar amount of the total project spending that is allocated to evidence-based interventions and to indicate if a program evaluation of the project is being conducted.

Recipients are encouraged to reference relevant evidence clearinghouses, among other sources, to assess the level of evidence for their interventions and identify evidence-based models that could be applied in their jurisdiction; such evidence clearinghouses include the U.S. Department of Education's What Works Clearinghouse, the U.S. Department of Labor's CLEAR, and the Childcare & Early Education Research Connections and the Home Visiting Evidence of Effectiveness clearinghouses from Administration for Children and Families, as well as other clearinghouses relevant to particular projects conducted by the recipient.

Recipients are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted. In such cases where a recipient is conducting a program evaluation, recipients must describe the evaluation design, including whether it is a randomized or quasi-experimental design; the key research questions being evaluated; whether the study has sufficient statistical power to disaggregate outcomes by demographics; and the timeframe for the completion of the evaluation (including a link to the completed evaluation if relevant).[25] Once the evaluation has been completed, recipients must post the evaluation publicly and link to the completed evaluation in the Recovery Plan. Once an evaluation has been completed (or has sufficient interim findings to determine the efficacy of the intervention), recipients should determine whether the spending for the evaluated interventions should be counted towards the dollar amount categorized as evidence-based for the relevant project.

For all projects, recipients may be selected to participate in a national evaluation, which might, for example, study their project along with similar projects in other jurisdictions that are focused on the

[23] For more information on learning agendas, please see OMB M-19-23

[24] As noted in Appendix 2, evidence-based refers to interventions with strong or moderate levels of evidence.

[25] For more information on the required standards for program evaluation, see OMB M-20-12.

same set of outcomes. In such cases, recipients may be asked to share information and data that is needed for the national evaluation.

Appendix 2 contains additional information on evidence-based interventions for the purposes of the Recovery Plan.

7. Performance Report

In this section, recipients should describe how performance management is incorporated into their SLFRF program, including how they are tracking their overarching jurisdictional goals for these funds as well as measuring results for individual projects. The recipient has flexibility in terms of how this information is presented in the Recovery Plan, and may report key performance indicators for each project, or may group projects with substantially similar goals and the same outcome measures. In some cases, the recipient may choose to include some indicators for each individual project as well as crosscutting indicators. Recipients may include links to performance management dashboards, performance management policies, and other public facing tools that are used to track and communicate the performance of Fiscal Recovery Funds. In addition to outlining in this section their high-level approach to performance management, recipients must also include key performance indicators for each SLFRF project in the Project Inventory section (described below in #8).

Performance indicators should include both output and outcome measures. Output measures, such as the number of students enrolled in an early learning program, provide valuable information about the early implementation stages of a project. Outcome measures, such as the percent of students reading on grade level, provide information about whether a project is achieving its overall goals. Recipients are encouraged to use logic models[26] to identify their output and outcome measures.

While the initial Recovery Plan focused heavily on early output goals, recipients should include the related outcome goal for each project and provide updated information on achieving these outcome goals in subsequent annual reports. In cases where recipients are conducting a program evaluation for a project (as described above), the outcome measures in the performance report should be aligned with those being evaluated in the program. As described in the 2022 final rule, to support their performance measurement and program improvement efforts, recipients are permitted to use funds to make improvements to data or technology infrastructure and data analytics, as well as perform program evaluations.

While recipients have discretion on the full suite of performance indicators to include, a number of mandatory performance indicators and programmatic data must be included. These are necessary to allow Treasury to conduct oversight as well as understand and aggregate program outcomes across recipients. This section provides an overview of the mandatory performance indicators and programmatic data. This information should be included in the Project Inventory, but this data will also need to be entered directly into the Treasury reporting portal as part of the Project and Expenditure report, as Treasury has added these fields (for Tier 1 recipients only) to the Project and Expenditure report. Below is a list of required data for each Expenditure Category, where relevant.

a. <u>Household Assistance (EC 2.2), Long-Term Housing Security (EC 2.15-2.16) and Housing Support (EC 2.17-2.18)</u>:
   - Number of households receiving eviction prevention services (including legal representation)
   - Number of affordable housing units preserved or developed

b. <u>Assistance to Unemployed or Underemployed Workers (EC 2.10) and Community Violence Interventions (EC 1.11)</u>:
   - Number of workers enrolled in sectoral job training programs
   - Number of workers completing sectoral job training programs

[26] A logic model is a tool that depicts the intended links between program investments and outcomes, specifically the relationships among the resources, activities, outputs, outcomes, and impact of a program.

- Number of people participating in summer youth employment programs

c. Addressing Educational Disparities (EC 2.24-2.26) and Addressing Impacts of Lost Instructional Time (EC 2.27):
   - Number of students participating in evidence-based tutoring programs[27]

d. Healthy Childhood Environments (EC 2.11-2.14):
   - Number of children served by childcare and early learning services (pre-school/pre-K/ages 3-5)
   - Number of families served by home visiting

The initial report should have included the key indicators above. Each annual report thereafter should include updated data for the performance period as well as prior period data, and a brief narrative adding any additional context to help the reader interpret the results and understand any changes in performance indicators over time. To the extent possible, Treasury also encourages recipients to provide data disaggregated by race, ethnicity, gender, income, and other relevant factors.

8. Project Inventory

In this section, recipients should list the name and provide a brief description of each SLFRF funded project. Projects are defined as a grouping of closely related activities that together are intended to achieve a specific goal or are directed toward a common purpose. These activities can include new or existing eligible government services or investments funded in whole or in part by SLFRF funding.

For each project, recipients should include the project name, funding amount, identification number (the same identification number created by the recipient that matches the identification number used in the quarterly Project and Expenditure Report), project Expenditure Category (see Appendix 1), and a description of the project that includes an overview of the main activities of the project, approximate timeline, primary delivery mechanisms and partners, and intended outcomes. Each jurisdiction should also include a link to the website of the project if available. This information will provide context and additional detail for the information reported quarterly in the Project and Expenditure Report.

For infrastructure projects, where relevant, recipients should describe how the project contributes to addressing climate change and/or advances the Justice40 Initiative[28], which sets a target of providing 40 percent of the overall benefits of certain federal investments, including climate and clean energy investments to disadvantaged communities.

As noted above in section 6, the Project Inventory must also include information about the dollar amount of the total project spending that is allocated towards evidence-based interventions (or describe how projects are being evaluated as noted above). As described above in section 7, the Project Inventory must also contain information about the performance indicators for each project, including both those measures that recipients have defined for each project as well as the mandatory performance indicators defined by Treasury.

Recipients have flexibility in the presentation and format of their Project Inventory, provided it includes the minimum required information. Recipients have the option of downloading a spreadsheet of the information entered into their Project and Expenditure Report to assist them in creating the Project Inventory in their Recovery Plan. However, recipients must ensure that their Project Inventory contains the additional information required by this guidance, including but not limited to information about performance measures and evidence/evaluation for each project. In all cases, recipients must

[27] For more information on evidence-based tutoring programs, refer to the U.S. Department of Education's 2021 ED COVID-19 Handbook (Volume 2), which summarizes research on evidence-based tutoring programs (see the bottom of page 20.).

[28] See Executive Order 14008, On Tackling the Climate Crisis at Home and Abroad and the Interim Implementation Guidance for the Justice40 Initiative, OMB M-21-28.

post publicly (and submit to Treasury) a single PDF file of their Recovery Plan, which includes the Project Inventory.

D. Distributions to NEUs

Each state and territory is required to provide regular updates on their NEU distributions as well as their distributions to units of general local government within counties that are not units of general local government. The distribution template generally requests information on whether the local government has (1) received funding; (2) declined funding and requested a transfer to the state under Section 603(c)(4) of the Act; or (3) not taken action on its funding or declined funding.

For NEUs, states and territories should be prepared to report on their information, including the following:

- NEU name
- NEU UEI number
- NEU Taxpayer Identification Number (TIN)
- NEU Recipient Number (a unique identification code for each NEU assigned by the State or territory to the NEU as part of the request for funding)
- NEU contact information (e.g., address, point of contact name, point of contact email address, and point of contact phone number)
- NEU authorized representative name and email address
- Initial allocation and, if applicable, subsequent allocation to the NEU (before application of the 75 percent cap)
- Total NEU reference budget (as submitted by the NEU to the State or territory as part of the request for funding)
- Amount of the initial and, if applicable, subsequent allocation above 75 percent of the NEU's reference budget which will be returned to Treasury
- Payment amount(s)
- Payment date(s)

States with "weak" minor civil divisions (i.e., Illinois, Indiana, Kansas, Missouri, Nebraska, North Dakota, Ohio, and South Dakota) should also list any minor civil divisions that the state deemed ineligible.

For each eligible NEU that declined funding and requested a transfer to the state under Section 603(c)(4) of the Social Security Act, the state or territory must also attach a form signed by the NEU, as detailed in the Guidance on Distributions of Funds to Non-Entitlement Units of Local Government.

Appendix 1: Expenditure Categories

Treasury's 2022 final rule provides greater flexibility and simplicity for recipients to fight the pandemic and support families and businesses struggling with its impacts, maintain vital services amid revenue shortfalls, and build a strong, resilient, and equitable recovery. As such, recipients began reporting on a broader set of eligible uses and associated Expenditure Categories ("EC"), starting with the April 2022 Project and Expenditure Report than they did in their interim reports, initial Recovery Plans, and January 2022 Project and Expenditure Report. The table below includes the ECs from the 2022 final rule, as well as a reference to previous ECs aligned with the 2021 IFR and used for reporting before this date.

Treasury's 2023 IFR describes how recipients may use SLFRF funds to provide emergency relief from natural disasters, build surface transportation infrastructure, and support community development. This table was updated in September 2023 to reflect the new eligible uses described in the 2023 IFR.

The ECs listed below must be used to categorize each project as noted in Part 2 above. The term "Expenditure Category" refers to the detailed level (e.g., 1.1 COVID-19 Vaccination). When referred to as a category (e.g., EC 1) it includes all ECs within that level.

*Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions (see Use of Evidence section above for details)

^Denotes areas where recipients must report on whether projects are primarily serving disproportionately impacted communities (see Project Demographic Distribution section above for details)

Expenditure Category	EC[29]	Previous EC[30]
1: Public Health		
COVID-19 Mitigation & Prevention		
COVID-19 Vaccination^	1.1	1.1
COVID-19 Testing^	1.2	1.2
COVID-19 Contact Tracing^	1.3	1.3
Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)*^	1.4	1.4
Personal Protective Equipment^	1.5	1.5
Medical Expenses (including Alternative Care Facilities)^	1.6	1.6
Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)^	1.7	1.8
COVID-19 Assistance to Small Businesses^	1.8	-
COVID 19 Assistance to Non-Profits^	1.9	-
COVID-19 Aid to Impacted Industries^	1.10	-
Community Violence Interventions		
Community Violence Interventions*^	1.11	3.16
Behavioral Health		
Mental Health Services*^	1.12	1.10
Substance Use Services*^	1.13	1.11
Other		
Other Public Health Services^	1.14	1.12

[29] Under the 2022 final rule to be used starting with April 2022 reports or the 2023 IFR to be used starting with the October 2023 reports

[30] Under the 2021 IFR to be used in Interim Report and January 2022 Project and Expenditure Report

Expenditure Category	EC[29]	Previous EC[30]
Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency	-	1.7
2: Negative Economic Impacts		
Assistance to Households		
Household Assistance: Food Programs*^	2.1	2.1
Household Assistance: Rent, Mortgage, and Utility Aid*^	2.2	2.2
Household Assistance: Cash Transfers*^	2.3	2.3
Household Assistance: Internet Access Programs*^	2.4	2.4
Household Assistance: Paid Sick and Medical Leave^	2.5	-
Household Assistance: Health Insurance*^	2.6	-
Household Assistance: Services for Un/Unbanked*^	2.7	-
Household Assistance: Survivor's Benefits^	2.8	-
Unemployment Benefits or Cash Assistance to Unemployed Workers*^	2.9	2.6
Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)*^	2.10	2.7
Healthy Childhood Environments: Child Care*^	2.11	3.6
Healthy Childhood Environments: Home Visiting*^	2.12	3.7
Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System*^	2.13	3.8
Healthy Childhood Environments: Early Learning*^	2.14	3.1
Long-term Housing Security: Affordable Housing*^	2.15	3.10
Long-term Housing Security: Services for Unhoused Persons*^	2.16	3.11
Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities*^	2.17	-
Housing Support: Other Housing Assistance*^	2.18	3.12
Social Determinants of Health: Community Health Workers or Benefits Navigators*^	2.19	3.14
Social Determinants of Health: Lead Remediation*^	2.20	3.15
Medical Facilities for Disproportionately Impacted Communities^	2.21	-
Strong Healthy Communities: Neighborhood Features that Promote Health and Safety^	2.22	-
Strong Healthy Communities: Demolition and Rehabilitation of Properties^	2.23	-
Addressing Educational Disparities: Aid to High-Poverty Districts^	2.24	3.2
Addressing Educational Disparities: Academic, Social, and Emotional Services*^	2.25	3.3
Addressing Educational Disparities: Mental Health Services*^	2.26	3.4
Addressing Impacts of Lost Instructional Time^	2.27	-
Contributions to UI Trust Funds^	2.28	2.8
Assistance to Small Businesses		
Loans or Grants to Mitigate Financial Hardship^	2.29	2.9
Technical Assistance, Counseling, or Business Planning*^	2.30	
Rehabilitation of Commercial Properties or Other Improvements^	2.31	-
Business Incubators and Start-Up or Expansion Assistance*^	2.32	
Enhanced Support to Microbusinesses*^	2.33	
Assistance to Non-Profits		
Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^	2.34	2.10
Aid to Impacted Industries		
Aid to Tourism, Travel, or Hospitality^	2.35	2.11

Expenditure Category	EC[29]	Previous EC[30]
Aid to Other Impacted Industries^	2.36	2.12
Other		
Economic Impact Assistance: Other*^	2.37	2.13
Household Assistance: Eviction Prevention*^	-	2.5
Education Assistance: Other*^	-	3.5
Healthy Childhood Environments: Other*^	-	3.9
Social Determinants of Health: Other*^	-	3.13
3: Public Health-Negative Economic Impact: Public Sector Capacity		
General Provisions		
Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers	3.1	1.9
Public Sector Workforce: Rehiring Public Sector Staff	3.2	2.14
Public Sector Workforce: Other	3.3	-
Public Sector Capacity: Effective Service Delivery	3.4	7.2
Public Sector Capacity: Administrative Needs	3.5	-
4: Premium Pay		
Public Sector Employees	4.1	4.1
Private Sector: Grants to Other Employers	4.2	4.2
5: Water, Sewer, and Broadband Infrastructure		
Water and Sewer		
Clean Water: Centralized Wastewater Treatment	5.1	5.1
Clean Water: Centralized Wastewater Collection and Conveyance	5.2	5.2
Clean Water: Decentralized Wastewater	5.3	5.3
Clean Water: Combined Sewer Overflows	5.4	5.4
Clean Water: Other Sewer Infrastructure	5.5	5.5
Clean Water: Stormwater	5.6	5.6
Clean Water: Energy Conservation	5.7	5.7
Clean Water: Water Conservation	5.8	5.8
Clean Water: Nonpoint Source	5.9	5.9
Drinking water: Treatment	5.10	5.10
Drinking water: Transmission & Distribution	5.11	5.11
Drinking water: Lead Remediation, including in Schools and Daycares	5.12	5.12
Drinking water: Source	5.13	5.13
Drinking water: Storage	5.14	5.14
Drinking water: Other water infrastructure	5.15	5.15
Water and Sewer: Private Wells	5.16	-
Water and Sewer: IIJA Bureau of Reclamation Match	5.17	-
Water and Sewer: Other	5.18	-
Broadband		
Broadband: “Last Mile” projects	5.19	5.16
Broadband: IIJA Match	5.20	-
Broadband: Other projects	5.21	5.17
6: Revenue Replacement		
Provision of Government Services	6.1	6.1
Non-federal Match for Other Federal Programs	6.2	-
7: Administrative		
Administrative Expenses	7.1	7.1
Transfers to Other Units of Government	7.2	7.3
Transfers to Non-entitlement Units (States and territories only)	-	7.4

Expenditure Category	EC[29]	Previous EC[30]
Costs Associated with Satisfying Certain Legal and Administrative Requirements of the SLFRF Program After December 31, 2024	7.3	
8: Emergency Relief from Natural Disasters		
Temporary Emergency Housing	8.1	-
Food Assistance	8.2	-
Financial Assistance for Lost Wages	8.3	-
Other Immediate Needs: Emergency Protective Measures	8.4	-
Other Immediate Needs: Debris Removal	8.5	-
Other Immediate Needs: Public Infrastructure Repair	8.6	-
Other Immediate Needs: Home Repairs for Uninhabitable Primary Residences	8.7	-
Other Immediate Needs: Cash Assistance for Uninsured or Underinsured Expenses	8.8	-
Other Immediate Needs: Cash Assistance for Low Income Households	8.9	-
Other Immediate Needs: Increased Operational and Payroll Costs	8.10	-
Other Emergency Relief: Natural Disaster that Has Occurred/Expected to Occur Imminently	8.11	-
Mitigation Activities	8.12	
Other Emergency Relief: Natural Disaster that is Threatened to Occur in the Future	8.13	-
9: Surface Transportation projects		
Surface Transportation Projects receiving funding from DOT	9.1	-
Surface Transportation Projects not receiving funding from DOT: Streamlined Framework	9.2	-
Non-federal share requirements for a Surface Transportation project or repaying a TIFIA loan	9.3	-
10: Title I projects		
Acquisition of real property	10.1	-
Acquisition, construction, reconstruction, or installation of public works, sites, or other public purposes	10.2	-
Code enforcement in deteriorated or deteriorating areas	10.3	-
Clearance, demolition, removal, reconstruction, and rehabilitation	10.4	-
Removal of barriers restricting mobility and accessibility of elderly and handicapped persons	10.5	-
Payments to housing owners for losses of rental income for holding units for relocation of displaced persons	10.6	-
Disposition or retention of real property	10.7	-
Provision of public services	10.8	-
Payment of non-federal match or cost-share requirements of a federal financial assistance program in support of activities that would be eligible under Title I	10.9	-
Payment of the cost of completing a project funded under title I of the Housing Act of 1949	10.10	
Relocation payments and assistance for displaced individuals, families, businesses, organizations, and farm operations	10.11	-
Community development plan or policy-planning-management capacity development	10.12	-
Payment of reasonable administrative costs related to establishing and administering federally approved enterprise zones, administering the HOME program, or planning and executing community development and housing activities.	10.13	-

Expenditure Category	EC[29]	Previous EC[30]
Provision of assistance for activities carried out by public or private nonprofit entities	10.14	-
Assistance to carry out a neighborhood revitalization or community economic development or energy conservation project, or for development of shared housing opportunities	10.15	-
Development of energy use strategies	10.16	-
Assistance to private, for-profit entities to carry out economic development projects	10.17	-
Rehabilitation or development of housing assisted under 42 U.S.C. 1437o	10.18	-
Technical assistance to public or nonprofit entities to increase their capacity to carry out neighborhood revitalization or economic development activities	10.19	-
Housing services	10.20	-
Assistance to institutions of higher education	10.21	-
Assistance to public and private organizations, agencies, and other entities to facilitate economic development	10.22	-
Activities necessary to make essential repairs and to pay operating expenses to maintain habitability of housing units acquired through tax foreclosure proceedings	10.23	-
Direct assistance to facilitate and expand homeownership	10.24	-
Construction or improvement of tornado-safe-shelters and assistance to nonprofit and for-profit entities for such construction or improvement	10.25	-
Lead-based paint hazard evaluation and reduction	10.26	-

Treasury has prepared the additional guidance below to support recipients in implementing the new expenditure categories. This table includes only those previous expenditure categories that are changing under the new structure, aligned with the 2022 final rule.

January 2022 Expenditure Categories		April 2022 Guidance
1: Public Health		
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency	EC removed, capital expenditures can be designated in any relevant PH-NEI EC (e.g., new hospital wing would be tracked under EC 1.4)
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)	EC is 1.7
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19	EC is 3.1
1.10	Mental Health Services*	EC is 1.12
1.11	Substance Use Services*	EC is 1.13
1.12	Other Public Health Services	EC is 1.14
2: Negative Economic Impacts		
2.5	Household Assistance: Eviction Prevention	EC is now included as part of 2.2
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*	EC is 2.9
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)*^	EC is 2.10
2.8	Contributions to UI Trust Funds	EC is 2.28
2.9	Small Business Economic Assistance (General)*^	If public-health related (e.g., providing rapid tests for small businesses), EC is 1.8; if related to negative economic impact eligible use (e.g., grants, technical assistance, rehabilitation, incubators, or microbusinesses), EC is 2.29-2.33
2.10	Aid to Nonprofit Organizations*	If public-health related (e.g., providing rapid tests for non-profits), EC is 1.9; if related to negative economic impact (e.g., grants to stabilize non-profit budget), EC is 2.34
2.11	Aid to Tourism, Travel, or Hospitality	EC is 2.35
2.12	Aid to Other Impacted Industries	EC is 2.36
2.13	Other Economic Support*^	EC is 2.37, re-named Other Economic Impact
2.14	Rehiring Public Sector Staff	EC is 3.2
3: Services to Disproportionately Impacted Communities		
3.1	Education Assistance: Early Learning*^	EC is 2.14
3.2	Education Assistance: Aid to High-Poverty Districts ^	EC is 2.24
3.3	Education Assistance: Academic Services*^	EC is 2.25, social and emotional services will now be tracked under this EC
3.4	Education Assistance: Social, Emotional, and Mental Health Services*^	EC is 2.26, if social and emotional services, EC is 2.25;
3.5	Education Assistance: Other*^	EC is 2.37, collected under Other Economic Impact

January 2022 Expenditure Categories	April 2022 Guidance
3.6 Healthy Childhood Environments: Child Care*^	EC is 2.11
3.7 Healthy Childhood Environments: Home Visiting*^	EC is 2.12
3.8 Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System*^	EC is 2.13
3.9 Healthy Childhood Environments: Other*^	EC is 2.37, collected under Other Economic Impact
3.10 Housing Support: Affordable Housing*^	EC is 2.15
3.11 Housing Support: Services for Unhoused Persons*^	EC is 2.16
3.12 Housing Support: Other Housing Assistance*^	EC is 2.18
3.13 Social Determinants of Health: Other*^	EC is 2.37, collected under Other Economic Impact
3.14 Social Determinants of Health: Community Health Workers or Benefits Navigators*^	EC is 2.19
3.15 Social Determinants of Health: Lead Remediation^	EC is 2.20
3.16 Social Determinants of Health: Community Violence Interventions*^	EC is 1.11
5: Infrastructure	
5.16 Broadband: “Last Mile” projects	EC is 5.19
5.17 Broadband: Other projects	EC is 5.20
7: Administrative	
7.2 Evaluation and Data Analysis	EC is 3.4 and has been renamed Effective Service Delivery
7.3 Transfers to Other Units of Government	EC is 7.2
7.4 Transfers to Non-entitlement Units (States and territories only)	To be separately reported as part of NEU/Non-UGLG module. Refer to Part 2 Section D.

Appendix 2: Evidenced-Based Intervention Additional Information

What is evidence-based?
For the purposes of the SLFRF, with the exception of investments in educational services (see additional information below), evidence-based refers to interventions with strong or moderate evidence as defined below:

Strong evidence means that the evidence base can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of one or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes.

Moderate evidence means that there is a reasonably developed evidence base that can support causal conclusions. The evidence base consists of one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non-experimental studies with positive findings on one or more intended outcomes. Examples of research that meet the standards include: well-designed and well-implemented quasi-experimental studies that compare outcomes between the group receiving the intervention and a matched comparison group (i.e., a similar population that does not receive the intervention).

Preliminary evidence means that the evidence base can support conclusions about the program's contribution to observed outcomes. The evidence base consists of at least one non-experimental study. A study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn about and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program; and (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.

For investments in educational services, "evidence-based", consistent with the American Rescue Plan Act, has the meaning in section 8101(21) of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6301 *et seq*.). Please see page 16 of this Frequently Asked Questions resource on the Department of Education's Elementary and Secondary School Emergency Relief Programs and Governor's Emergency Education Relief Programs for more information.

Appendix 3: Expenditure Categories aligned with the 2021 Interim Final Rule

1: Public Health	
1.1	COVID-19 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services*
1.11	Substance Use Services*
1.12	Other Public Health Services
2: Negative Economic Impacts	
2.1	Household Assistance: Food Programs* ^
2.2	Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3	Household Assistance: Cash Transfers* ^
2.4	Household Assistance: Internet Access Programs* ^
2.5	Household Assistance: Eviction Prevention* ^
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8	Contributions to UI Trust Funds
2.9	Small Business Economic Assistance (General)* ^
2.10	Aid to Nonprofit Organizations*
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support* ^
2.14	Rehiring Public Sector Staff
3: Services to Disproportionately Impacted Communities	
3.1	Education Assistance: Early Learning* ^
3.2	Education Assistance: Aid to High-Poverty Districts ^
3.3	Education Assistance: Academic Services* ^
3.4	Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5	Education Assistance: Other* ^
3.6	Healthy Childhood Environments: Child Care* ^
3.7	Healthy Childhood Environments: Home Visiting* ^
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^
3.9	Healthy Childhood Environments: Other* ^
3.10	Housing Support: Affordable Housing* ^
3.11	Housing Support: Services for Unhoused Persons* ^

3.12	Housing Support: Other Housing Assistance* ^
3.13	Social Determinants of Health: Other* ^
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15	Social Determinants of Health: Lead Remediation ^
3.16	Social Determinants of Health: Community Violence Interventions* ^
4: Premium Pay	
4.1	Public Sector Employees
4.2	Private Sector: Grants to Other Employers
5: Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure
5.16	Broadband: “Last Mile” projects
5.17	Broadband: Other projects
6: Revenue Replacement	
6.1	Provision of Government Services
7: Administrative	
7.1	Administrative Expenses
7.2	Evaluation and Data Analysis
7.3	Transfers to Other Units of Government
7.4	Transfers to Non-entitlement Units (States and territories only)
7.5	Costs Associated with Satisfying Certain Legal and Administrative Requirements of the SLFRF Program After December 31, 2024

Revision Log

Version	Date Published	Summary of changes
1.0	June 17, 2021	Initial publication
1.1	June 24, 2021	• Pg. 12, removed references to "summary" level with respect to reporting by Expenditure Categories in the Interim Report to avoid confusion. • Pg. 13, revised the coverage period end date for the Interim Report from June 30, 2021 to July 31, 2021 to align with the IFR. • Pg. 13, removed references to "summary" level with respect to reporting by Expenditure Categories in the Interim Report to avoid confusion. • Pg. 31, removed references to "summary level" with respect to Expenditure Categories in Appendix 1 to avoid confusion.
1.1	September 30, 2021	• Announced the extension in the Project and Expenditure Report submission date, originally due on October 31, 2021.
2.0	November 5, 2021	• Updated Subrecipient Monitoring section to clarify beneficiaries and recipients. • Updated references to 2021 Interim Final Rule comment period as comment period is closed. • Updated reporting tiers, thresholds and timelines in Part 2 Table 2, Reporting Requirements by recipient type, as well as Part 2 A and Part 2 B. • Updated reporting periods for Interim Report and Project and Expenditure reports. • Added concept of Adopted Budget to Project and Expenditure Report data fields. • Noted phase in of Required Programmatic Data in the Project and Expenditure Report. • Removed certain data fields from the Ineligible Activities: Tax Offset Provision under the Recovery Plan. • Separated reporting of NEU Distributions (for States and territories) from the Interim Report and Project and Expenditure Reports as information will be provided on an ongoing basis.
2.1	November 15, 2021	• Updated pages 9 and 11 to note that civil rights certification is not applicable to Tribal Governments.
3.0	February 28, 2022	• Updated to incorporate reporting updates under the 2022 final rule
4.0	June 10, 2022	• Updated Recovery Plan guidance to incorporate minor revisions • Updated language around certain data fields that were required for April 2022 reporting • Updated data fields for Ineligible Activities: Tax Offset Provision for the Project and Expenditure report • Updated Broadband data fields
4.1	June 17, 2022	• Updated clerical errors in Ineligible Activities: Tax Offset Provision
4.2	August 15, 2022	• Updated to clarify resources for Uniform Guidance applicability and add a reference to an alternative to the Single Audit available for eligible recipients
5.0	September 20, 2022	• Updated to note phase in of broadband location by location data fields
5.1	June 1, 2023	• Updated to include Fabric ID and Provider ID fields for broadband location by location data collection.

Version	Date Published	Summary of changes
5.2	September 27, 2023	• Updated to reflect changes from the 2023 Interim Final Rule • Updated reporting related to subrecipients' Unique Entity Identifier (UEI)
5.3	November 30, 2023	• Additional guidance associated with additional programmatic data (performance indicators) required from Tier 1 recipients
5.4	December 14, 2023	• Update related to Unique Entity Identifier (UEI) requirements
6.0	March 28, 2024	• Updated to reflect new expenditure category from the Obligation IFR: Costs associated with satisfying certain legal and administrative requirements under the SLFRF award • Updated upload requirement for certain Title I projects
7.0	June 28, 2024	• Updated to reflect requirements for reporting estimates for personnel costs, contract change order and contingency costs, and certain administrative and legal costs to be expended after the obligation deadline • Updated to reflect requirements for reporting the obligation of funds via interagency agreements
8.0	October 15, 2024	• Updated to reflect discussion in the P&E User Guide on how recipients should report projects under the revenue loss eligible use category • Updated to provide clarity on how recipients should report "subaward type" information for certain estimated expenses • Updated to provide clarity regarding obligation of administrative costs

DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
REAL PROPERTY TAX SERVICE AGENCY
112 SATE STREET, ROOM 1340
ALBANY, NEW YORK 12207
OFFICE: (518) 487-5291
FAX: (518) 447-2503
www.albanycounty.com

MICHAEL McGUIRE
DIRECTOR

October 30, 2024

Honorable Joanne Cunningham, Chairperson
Albany County Legislature
112 State Street, Rm 710
Albany, NY 12207

Re: RP-554 Application for Corrected Tax Roll
166 Dove St, City of Albany, Tax ID #76.39-3-27
Del Signore, John & Lynn

Dear Chairperson Cunningham,

The City of Albany, Mr. Trey Kingston, has submitted an Application for Corrected Tax Roll on behalf of John & Lynn Del Signore, owners of 166 Dove St, City of Albany NY, Tax ID # 76.39-3-27.

A Clerical Error as defined by RPTL §550 (2) (c), has occurred. 166 Dove St is eligible for the historic property tax exemption granted pursuant to RPTL 444-a but the exemption was not applied to the 2023 City of Albany School District Tax Bill. The 2023 school tax bill went unpaid and has since been turned over to Albany County for collection. As we are now collecting the tax bill the Albany County Legislature has the authority to correct this erroneous delinquent tax.

Real Property Tax Law §554 allows for the correction of Clerical Errors made on the assessment and tax roll. I recommend that the Albany County Legislature approve the correction to the tax rolls and authorize the issuance of a corrected bill in the amount of $590.80 plus any applicable penalties and interest.

Sincerely,

Michael McGuire, IAO, CCD
Real Property Tax Service Agency

CC: Dennis Feeny, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-6103, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
REQUESTING THE AUTHORIZATION TO CORRECT AN ERRONEOUS 2023 TAX BILL LEVIED AGAINST 166 DOVE STREET, LOCATED WITHIN THE CITY OF ALBANY, TAX IDENTIFICATION NUMBER 76.39-3-27

Date: 10/30/2024
Department: Real Property
Attending Meeting: Michael McGuire
Submitted By: Michael McGuire
Title: Director
Phone: 518-487-5292

Purpose of Request: Other (State if not Listed) Correction of tax bill

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☐ No ☒
Anticipated in Budget: Yes ☐ No ☐
Spreadsheet attached: Yes ☐ No ☐

Source of Funding - (Percentages)
Federal: Enter text. County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☒ No ☐

If Mandated, Cite Authority: NYS RPTL §554
Request for Bids / Proposals:
Competitive Bidding Exempt: Yes ☐ No ☐
# of Response(s): Enter text.
# of MWBE: Enter text.
# of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☐

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The City of Albany, Mr. Trey Kingston, has submitted an Application for Corrected Tax Roll on behalf of John & Lynn Del Signore, owners of 166 Dove St, City of Albany NY, Tax ID # 76.39-3-27.

A Clerical Error as defined by RPTL §550 (2) (c), has occurred. 166 Dove St is eligible for the historic property tax exemption granted pursuant to RPTL 444-a but the exemption was not applied to the 2023 City of Albany School District Tax Bill. The 2023 school tax bill went unpaid and has since been turned over to Albany County for collection. As we are now collecting the tax bill the Albany County Legislature has the authority to correct this erroneous delinquent tax.

Real Property Tax Law §554 allows for the correction of Clerical Errors made on the assessment and tax roll. I recommend that the Albany County Legislature approve the correction to the tax rolls and authorize the issuance of a corrected bill in the amount of $590.80 plus any applicable penalties and interest.

Department of Taxation and Finance
Office of Real Property Tax Services

Application for Corrected Tax Roll

RP-554
(12/19)

Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners John M Del Signore			
Mailing address of owners *(number and street or PO box)* 1112 Niskayuna Road		Location of property *(street address)* 166 Dove Street	
City, village, or post office Albany	State NY	ZIP code 12309	City, town, or village Albany	State NY	ZIP code
Daytime contact number	Evening contact number	Tax map number of section/block/lot: Property identification *(see tax bill or assessment roll)* 76.39-3-27	
Account number *(as appears on tax bill)*		Amount of taxes currently billed	
Reasons for requesting a correction to tax roll: Historic Exemption which was granted in 2022 did not appear on the 2023 School Bill			

I hereby request a correction of tax levied by City of Albany School District for the year(s) 2023.
(County, city, village, etc.)

Signature of applicant TB Rsr	Date 10/28/24

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 10/28/2024	Period of warrant for collection of taxes 9/1/2023
Last day for collection of taxes without interest 9/30/2023	Recommendation **Approve application** ☒ **Deny application** ☐
Signature of official Richard Rodd	Date 10/30/2024

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 2,859-45	Corrected tax 590.80
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

Albany County Real Property Tax Service Agency
Tax Bill Correction Worksheet

Date:	10/30/2024
Municipality:	City of Albany
School District	City School District of Albany
Property Address:	166 Dove St
Tax ID Number:	76.39-3-227
Tax(s) to be corrected:	2023/2024 School Tax

Original Bill

Levy Description	Taxable Value	Rate	Tax Amount
School	121,000	21.959799	$ 2,657.14
Library	121,000	1.672036	$ 202.32
		Total Tax Due	$ 2,859.45

Correct Bill

Levy Description	Taxable Value	Rate	Tax Amount
School	25,000	21.959799	$ 548.99
Library	25,000	1.672036	$ 41.80
		Total Tax Due	$ 590.80

Correction

Original Amount Due	$ 2,859.45
Correct Amount Due	**$ 590.80**

ALBANY
NEW YORK | EST. 1686

CITY OF ALBANY
DEPARTMENT OF ASSESSMENT
24 EAGLE STREET
ALBANY, NEW YORK 12207
TELEPHONE (518) 434-5155
WWW.ALBANYNY.GOV

KATHY SHEEHAN
MAYOR

TREY KINGSTON
ASSESSOR

RP 554: 166 Dove Street

The property at 166 Dovr Street in the City of Albany was granted the Historic Property Tax exemption in 2022. While the exemption appeared in RPS and on the 2023 Assessment Roll, it did not appear on the 2023 School Tax Bill.

A corrected Bill should be issued based on the taxable value of $25,000 for 2023.

History Report

City School District of Albany

76.39-3-27

Tax Year 2021

Bill Number	Homestead Code	UPV	NH Regular/$1000	NH Library/$1000	H Regular/$1000	H Library/$1000
2021-016031	H	89.50	28.955322	2.102740	21.953799	1.594288

Exemption Amount	STAR Amount	STAR Applied	STAR Savings
$0.00	$0.00	$0.00	$0.00

DEL SIGNORE JOHN M
1112 NISKAYUNA RD
ALBANY NY
12309 -

Full Value	School Tax Due	Library Tax Due	Escrow Code
$25,000.00	$548.85	$39.86	

Installment	Payments Paid	Penalties Paid	Date of Payment
1	$588.71	$0.00	09/30/2021

Parcel Location
166 DOVE ST

Prop Class SWIS
220 010100

TOTAL	$588.71	$0.00

Tax Year 2022

Bill Number	Homestead Code	UPV	NH Regular/$1000	NH Library/$1000	H Regular/$1000	H Library/$1000
2022-015926	H	79.72	30.018982	2.214551	22.011074	1.623794

Exemption Amount	STAR Amount	STAR Applied	STAR Savings
$96,000.00	$0.00	$0.00	$0.00

DEL SIGNORE JOHN M
1112 NISKAYUNA RD
ALBANY NY
12309 -

Full Value	School Tax Due	Library Tax Due	Escrow Code
$121,000.00	$550.28	$40.59	

Installment	Payments Paid	Penalties Paid	Date of Payment
1	$590.87	$0.00	09/21/2022

Parcel Location
166 DOVE ST

Prop Class SWIS
220 010100

TOTAL	$590.87	$0.00

Tax Year 2023

Bill Number	Homestead Code	UPV	NH Regular/$1000	NH Library/$1000	H Regular/$1000	H Library/$1000
2023-015873	H	70.83	29.061638	2.212776	21.959799	1.672036

Exemption Amount	STAR Amount	STAR Applied	STAR Savings
$0.00	$0.00	$0.00	$0.00

DEL SIGNORE JOHN M
1112 NISKAYUNA RD
ALBANY NY
12309 -

Full Value	School Tax Due	Library Tax Due	Escrow Code
$121,000.00	$2,657.14	$202.32	

Installment	Payments Paid	Penalties Paid	Date of Payment

Parcel Location
166 DOVE ST

Prop Class SWIS
220 010100

TOTAL	$0.00	$0.00

RPS Version 4 - [Exemption Update , Group - Administrator, Name - tkingston]

File Edit View Toolbar Window Help

76.39-3-27
DEL SIGNORE, JOHN M
166 Dove St

010100 Albany | Roll Year: 2023 **Prior Year** | Land Size: **22.00 x 58.00**

Active | **2 Family Res** | **Homestead**

R/S: **1** | School: **Albany** | Land AV: **22,400** | Total AV: **121,000**

- Parcel 76.39-3-27
  - History
  - Assessment
    - Exempt(s)
    - Spec Dist(s)
  - Description
  - Owner(s)
  - Images
  - Gis
  - Site (1) Res
    - Land(s)
    - Bldg
    - Valuation
  - Sale10/09/15
    - -Site (1) Res
      - Land(s)
      - Bldg
      - Valuation
  - Sale03/21/14
    - -Site (1) Res
      - Land(s)
      - Bldg
      - Valuation
  - Sale11/19/13
    - -Site (1) Res
      - Land(s)
      - Bldg
      - Valuation
  - Sale11/09/06
    - -Site (1) Res
      - Land(s)
      - Bldg
      - Valuation
  - Sale11/04/04
    - -Site (1) Res
      - Land(s)
      - Bldg
      - Valuation
  - Sale08/12/04
    - -Site (1) Res
      - Land(s)
      - Bldg
      - Valuation

Total 1 Exemptions (Right Click to Add)

Exemption Code		Amount	Pct	Init Year	Term Year	Own Pct
41960	Historic Prop CTS	96,000		2022		

Calc Sr. Exempts...

Code: 41960 Historic Prop CTS
Amount: 96,000
Percent:

Term Yr:
Init Year: 2022
Own Pct:

Misc:
Res Pct:
Eq Rate: 70.83
Spec Rate: 0

Exemption Amounts:

County:	96,000
Muni:	96,000
School:	96,000

Taxable Values:

County:	25,000
Muni:	25,000
School:	25,000
Schl after STAR:	25,000

Prints the screen

DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
REAL PROPERTY TAX SERVICE AGENCY
112 SATE STREET, ROOM 1340
ALBANY, NEW YORK 12207
OFFICE: (518) 487-5291
FAX: (518) 447-2503
www.albanycounty.com

MICHAEL McGUIRE
DIRECTOR

October 30, 2024

Honorable Joanne Cunningham, Chairperson
Albany County Legislature
112 State Street, Rm 710
Albany, NY 12207

Re: RP-556 Application for Refund or Credit of Real Property Taxes
6 Van Wie Ter, Town of Guilderland, Tax ID # 51.12-4-3
Timony, Matthew

Dear Chairperson Cunningham,

The Assessor for the Town of Guilderland, Ms. Heather Weinhold, has submitted three Application(s) for Refund or Credit of Real Property Taxes on behalf of Matthew Timony, owner of 6 Van Wie Ter, Town of Guilderland, Tax ID # 51.12-4-3.

A Clerical Error as defined by RPTL §550 (2) (c), has occurred. Mr. Timony is a veteran and has received a disability compensation rating from the United States Veteran's Administration as a result of a service connected disability. The Alternative Veterans Exemption from Real Property Taxation, granted pursuant to RPTL §485-a, authorizes an additional tax exemptions for veterans with service connected disabilities. Due to a Clerical Error as defined by RPTL §550 (2) (c), the service connected disability exemption component was never granted to Mr. Timony.

Real Property Tax Law §556 allows for the correction of Clerical Errors made on the assessment and tax roll. I recommend that the Albany County Legislature approve the three correction applications and authorize a refund to Mr. Timony.

Sincerely,

Michael McGuire, IAO, CCD
Real Property Tax Service Agency

Enclosures:

CC: Dennis Feeny, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-6104, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
REQUESTING THE AUTHORIZATION TO CORRECT THREE ERRONEOUS TAX BILLS LEVIED AGAINST 6 VAN WIE TERRACE, LOCATED WITHIN THE TOWN OF GUILDERLAND, TAX IDENTIFICATION NUMBER 51.12-4-3

Date: 10/30/2024
Department: Real Property
Attending Meeting: Michael McGuire
Submitted By: Michael McGuire
Title: Director
Phone: 518-487-5292

Purpose of Request: Other (State if not Listed) Correct erroneous tax bills

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☐ No ☒
Anticipated in Budget: Yes ☐ No ☐
Spreadsheet attached: Yes ☐ No ☐

Source of Funding - (Percentages)
Federal: Enter text. County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☒ No ☐

If Mandated, Cite Authority: RPTL §556
Request for Bids / Proposals:
Competitive Bidding Exempt: Yes ☐ No ☐
# of Response(s): Enter text.
# of MWBE: Enter text.
# of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☐

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Assessor for the Town of Guilderland, Ms. Heather Weinhold, has submitted three Application(s) for Refund or Credit of Real Property Taxes on behalf of Matthew Timony, owner of 6 Van Wie Ter, Town of Guilderland, Tax ID # 51.12 -4-3.

A Clerical Error as defined by RPTL §550 (2) (c), has occurred. Mr. Timony is a veteran and has received a disability compensation rating from the United States Veteran's Administration as a result of a service connected disability. The Alternative Veterans Exemption from Real Property Taxation, granted pursuant to RPTL §485-a, authorizes an additional tax exemptions for veterans with service connected disabilities. Due to a Clerical Error as defined by RPTL §550 (2) (c), the service connected disability exemption component was never granted to Mr. Timony.

Real Property Tax Law §556 allows for the correction of Clerical Errors made on the assessment and tax roll. I recommend that the Albany County Legislature approve the three correction applications and authorize a refund to Mr. Timony.

Town of Guilderland

ALBANY COUNTY
5209 WESTERN TPK.
P. O. BOX 339
GUILDERLAND, N.Y. 12084-0339
(518) 356-1980
Fax (518) 356-3955

PETER G BARBER
SUPERVISOR

HEATHER L WEINHOLD, SCA
SOLE ASSESSOR

October 30, 2024

To whom it may concern,

I am writing to request a Correction to the 2022-2024 Town & County and School Tax on behalf of Matthew Timony whose property is located at 6 Van Wie Ter. aka 013089 51.12-4-3.

January 31, 2013 Matthew A Timony Veteran's exemption was processed and was determined to qualify for a Combat Veteran's exemption which at the time was coded 41131 25%. February 21, 2013 Matthew brought in his Disability Award letter from the Veteran's Administration awarding him a 80% service-connected disability and was reviewed and applied to the file. Upon a conversation with the homeowner regarding his school taxes it was found that his Veteran's Disability exemption was not being applied to his property since submission in 2013. Exemption was applied to RPS 10/29/2024 per RP-553 Correction of Errors.

Attached you will find an executed copy of the RP-556 for each tax bill, a copy of the tax bill, RPS screenshots of incorrect and corrected exemption codes, and a copy of the exemption paperwork. If you need any further information, please let me know.

Thank you for your review.

Heather L. Weinhold, SCA

Heather L. Weinhold, SCA
Sole Assessor

Albany County Real Property Tax Service Agency
Tax Bill Refund Worksheet

Date:	10/30/2024
Municipality:	Town of Guilderland
Property Address:	6 Van Wie Ter
Tax ID Number:	51.12-4-3
Tax(s) to be refunded:	2022 Property Tax

Original Bill

Levy Description	Taxable Value / Units	Rate	Tax Amount
Town General	141,750	0.186987	$ 26.51
NYS Retirement	141,750	0.161003	$ 22.82
Highway	141,750	0.782482	$ 110.92
Alb Co Election	141,750	0.015948	$ 2.26
County	141,750	3.470627	$ 491.96
Guild Ambulance DST	189,000	0.091474	$ 17.29
Westmere F.D	189,000	0.992705	$ 187.62
Guild Sewer Zone A	5	11.3559	$ 56.78
Sewer Oper & Maint	3	81.8135	$ 245.44
Guilderland Water	189,000	0.714189	$ 134.98
		Total Tax Due	$ 1,296.58

Correct Bill

Levy Description	Taxable Value / Units	Rate	Tax Amount
Town General	66,150	0.186987	$ 12.37
NYS Retirement	66,150	0.161003	$ 10.65
Highway	66,150	0.782482	$ 51.76
Alb Co Election	66,150	0.015948	$ 1.05
County	66,150	3.470627	$ 229.58
Guild Ambulance DST	189,000	0.091474	$ 17.29
Westmere F.D	189,000	0.992705	$ 187.62
Guild Sewer Zone A	5	11.3559	$ 56.78
Sewer Oper & Maint	3	81.8135	$ 245.44
Guilderland Water	189,000	0.714189	$ 134.98
		Total Tax Due	$ 947.53

Refund

Amount Paid	$ 1,296.58
Correct Amount Due	$ 947.53

Refund Due	**$ 349.05**

TOWN OF GUILDERLAND - TOWN & COUNTY 2022

FISCAL YEAR: 1/1/2022 to 12/31/2022	WARRANT DATE: 1/1/2022	STATE AID:CNTY $99,097,707 TWN $135,398

BANK	BILL	TAX MAP NUMBER
	008277	013089 51.12-4-3

MAKE CHECKS PAYABLE TO:

LYNNE M BUCHANAN, RECEIVER OF TAXES

MAILING ADDRESS:
PO BOX 339
GUILDERLAND, NY 12084

TO PAY IN PERSON:

5209 Western Tpk
Monday - Friday 9 to 4:30
Wednesdays until 6 pm
September Only

PROPERTY OWNER:

TIMONY MATTHEW
6 VAN WIE TER
ALBANY, NY 12203

PROPERTY INFORMATION:

ACCOUNT#:	88-733
DIMENSION:	110.00 X 150.00
ROLL SECTION:	1 CLASS: 210 1 Family Res
LOCATION:	6 Van Wie Ter
MUNICIPALITY:	Town of Guilderland
SCHOOL:	013002 Guilderland
FULL MARKET VALUE:	189,000
UNIFORM % OF VALUE:	0.91
LAND ASSESSMENT:	38,000
TOTAL ASSESSMENT:	189,000

EXEMPTION	VALUE	FULL VALUE	TAX PURPOSE
VETCOM CTS	47,250	51,923	C/T/S

PROPERTY TAX PAYERS BILL OF RIGHTS:

If you feel the assessment of your property is too high, you have the right to file a grievance to lower it for future tax bills. If you want information about reducing your assessed value or inquiring about exemptions, visit www.townofguilderland.org/assessors-office. Any reduction in the assessment will NOT be reflected on this bill. The filing date for this assessment has passed.

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR LEVY	TAXABLE VALUE OR UNITS	RATE	TAX AMOUNT
TOWN GENERAL	816,332	-0.1	141,750.00	0.18698700	26.51
NYS RETIREMENT	702,893	12.4	141,750.00	0.16100300	22.82
HIGHWAY	3,300,108	-0.3	141,750.00	0.78248200	110.92
ALB CO ELECTION	69,626	18.8	141,750.00	0.01594800	2.26
COUNTY	15,038,996	-1.0	141,750.00	3.47062700	491.96
GUILD AMBULANCE DST	326,400	2.0	189,000.00	0.09147400	17.29
WESTMERE F.D.	1,529,000	3.8	189,000.00	0.99270500	187.62
GUILD SEWER ZONE A	0	0.0	5.00	11.35590000	56.78
SEWER OPER & MAINT	0	0.0	3.00	81.81350000	245.44
GUILDERLAND WATER	2,783,052	5.9	189,000.00	0.71418900	134.98

RECEIPT:

Received: 03/21/2022

Full Tax Payment		**Individual**	**Receipt #:**	via Mail from: Owner	
Tax Amount	$1,296.58		Cash		$1,322.51
Penalty Amount	$25.93				
Total Paid:	**$1,322.51**				

PAID IN FULL

Printed On: 10/30/2024 At: 10:38:23 AM

File Edit View Toolbar Window Help

51.12-4-3
Timony, Matthew
6 Van Wie Ter

013089 Guilderland | Active | R/S:1 | School: Guilderland 2
Roll Year: 2022 Prior Year | 1 Family Res | Land AV: 38,000
Land Size: 110.00 x 150.00 | Total AV: 189,000

- Parcel 51.12-4-3
  - History
  - Assessment
    - Exempt(s)
    - Spec Dist(s)
  - Description
  - Owner(s)
  - Images
  - Gis
  - Site (1) Res
    - Land(s)
    - Bldg
    - Imprvmt(s)
    - Valuation

Total 3 Exemptions (Right Click to Add)

Exemption Code	Amount	Pct	Init Year	Term Year	Own Pct
41130 VETCOM CTS	47,250	25	2013		
41140 VETDIS CTS	75,600	80	2022		
41854 BAS STAR	30,000		2015		

Calc Sr. Exempts...

Code: 41140 VETDIS CTS
Amount: 75,600
Percent: 80
Term Yr:
Init Year: 2022
Own Pct:

Misc:
Res Pct:
Eq Rate: 100.00
Spec Rate: 0

Exemption Amounts:

County:	75,600
Muni:	75,600
School:	40,000

Taxable Values:

County:	66,150
Muni:	66,150
School:	129,000
Schl after STAR:	99,000

Prints the screen

Department of Taxation and Finance
Office of Real Property Tax Services

Application for Refund or Credit of Real Property Taxes

RP-556
(12/19)

Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners Matthew Timony					
Mailing address of owners *(number and street or PO box)* 6 Van Wie Ter			Location of property *(street address)* 6 Van Wie Ter		
City, village, or post office Albany	State NY	ZIP code 12203	City, town, or village Guilderland	State NY	ZIP code
Daytime contact number	Evening contact number		Tax map number of section/block/lot· Property identification *(see tax bill or assessment roll)* 51.12-4-3		
Account number *(as appears on tax bill)* 008280	Amount of taxes paid or payable 4,370.98		Date of payment 02-28-2023		

Reasons for requesting a refund or credit:
Homeowner came in to pay 2024 School Taxes and asked to check on Vet exemption. Upon review it was found back in 2013 that the Veteran Disability percentage of 80% did not save. Homeowner has qualified for Veteran's Disability since 2013.

I hereby request a refund or credit of real property taxes levied by T/oGuilderland&'22GCSDRelevy for the year(s) 2023.
(County, city, village, etc.)

Signature of applicant Matthew Timony	Date 10/30/24

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 10/30/2024	Date warrant annexed 9/1/2023
Last day for collection of taxes without interest 1/31/2023	Recommendation **Approve application*** ☒ **Deny application** ☐
Signature of official	Date 10/30/2024

* If this application is approved, and the same error appears on a current assessment roll, send a copy of this form, including all attachments, to the assessor and board of assessment review. They must treat this application as a petition for the correction of that current roll (Form RP-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 paid 4,370.98	Amount of taxes due 3,151.86	Amount of refund or credit

Application denied (reason):

Signature of chief executive officer or official designated by resolution	Date

Albany County Real Property Tax Service Agency
Tax Bill Refund Worksheet

Date:	10/30/2024
Municipality:	Town of Guilderland
Property Address:	6 Van Wie Ter
Tax ID Number:	51.12-4-3
Tax(s) to be refunded:	2023 Property Tax

Original Bill

Levy Description	Taxable Value / Units	Rate	Tax Amount
Town General	141,750	0.199624	$ 28.30
NYS Retirement	141,750	0.13144	$ 18.63
Highway	141,750	0.816372	$ 115.72
Alb Co Election	141,750	0.017458	$ 2.47
County	141,750	3.536894	$ 501.35
School Relevy			$ 2,917.24
Guild Ambulance DST	189,000	0.092848	$ 17.55
Westmere F.D	189,000	1.179878	$ 223.00
Guild Sewer Zone A	5	9.885897	$ 49.43
Sewer Oper & Maint	3	88.10439	$ 264.31
Guilderland Water	189,000	0.7418	$ 140.20
Unpaid Water Rent			$ 49.50
		Total Tax Due	$ 4,327.71

Correct Bill

Levy Description	Taxable Value / Units	Rate	Tax Amount
Town General	66,150	0.199624	$ 13.21
NYS Retirement	66,150	0.13144	$ 8.69
Highway	66,150	0.816372	$ 54.00
Alb Co Election	66,150	0.017458	$ 1.15
County	66,150	3.536894	$ 233.97
School Relevy			$ 2,096.85
Guild Ambulance DST	189,000	0.092848	$ 17.55
Westmere F.D	189,000	1.179878	$ 223.00
Guild Sewer Zone A	5	9.885897	$ 49.43
Sewer Oper & Maint	3	88.10439	$ 264.31
Guilderland Water	189,000	0.7418	$ 140.20
Unpaid Water Rent			$ 49.50
		Total Tax Due	$ 3,151.86

Refund

Amount Paid	$ 4,327.71
Correct Amount Due	$ 3,151.86

Refund Due	**$ 1,175.85**

TOWN OF GUILDERLAND - TOWN & COUNTY 2023

FISCAL YEAR: 1/1/2023 to 12/31/2023	WARRANT DATE: 1/1/2023	STATE AID:CNTY $99,097,707 TWN $135,398

BANK	BILL	TAX MAP NUMBER
	008280	013089 51.12-4-3

MAKE CHECKS PAYABLE TO:

LYNNE M BUCHANAN, RECEIVER OF TAXES

MAILING ADDRESS:
PO BOX 339
GUILDERLAND, NY 12084

TO PAY IN PERSON:

5209 Western Tpk
Monday - Friday 9 to 4:30
Wednesdays until 6 pm
September Only

PROPERTY OWNER:

TIMONY MATTHEW
6 VAN WIE TER
ALBANY, NY 12203

PROPERTY INFORMATION:

ACCOUNT#: 88-733
DIMENSION: 110.00 X 150.00
ROLL SECTION: 1 CLASS: 210 - 1 Family Res
LOCATION: 6 Van Wie Ter
MUNICIPALITY: Town of Guilderland
SCHOOL: 013002 Guilderland
FULL MARKET VALUE: 207,692
UNIFORM % OF VALUE: 0.91
LAND ASSESSMENT: 38,000
TOTAL ASSESSMENT: 189,000

EXEMPTION	VALUE	FULL VALUE	TAX PURPOSE
VETCOM CTS	47,250	51,923	C/T/S

PROPERTY TAX PAYERS BILL OF RIGHTS:

If you feel the assessment of your property is too high, you have the right to file a grievance to lower it for future tax bills. If you want information about reducing your assessed value or inquiring about exemptions, visit www.townofguilderland.org/assessors-office. Any reduction in the assessment will NOT be reflected on this bill. The filing date for this assessment has passed.

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR LEVY	TAXABLE VALUE OR UNITS	RATE	TAX AMOUNT
GENERAL FUND	859,108	5.2	141,750.00	0.19962400	28.30
NYS RETIREMENT	565,668	-19.5	141,750.00	0.13144000	18.63
HIGHWAY	3,392,561	2.8	141,750.00	0.81637200	115.72
ALB CO ELECTION	75,131	7.9	141,750.00	0.01745800	2.47
COUNTY	15,167,439	0.9	141,750.00	3.53689400	501.35
SCHOOL RELEVY 2022	0	0.0	189,000.00	1.00000000	2,917.24
GUILD AMBULANCE DST	326,400	0.0	189,000.00	0.09284800	17.55
WESTMERE F.D.	1,740,000	13.8	189,000.00	1.17987800	223.00
GUILD SEWER ZONE A	0	0.0	5.00	9.88589700	49.43
SEWER OPER & MAINT	0	0.0	3.00	88.10439000	264.31
GUILDERLAND WATER	2,852,769	2.5	189,000.00	0.74180000	140.20
UNPAID WATER RENT	0	0.0	49.50	1.00000000	49.50

RECEIPT:

Received: 02/28/2023

Full Tax Payment		**Individual**	**Receipt #:**	via Mail from: Owner	
Tax Amount	$4,327.70		CC		$4,370.98
Penalty Amount	$43.28				
Total Paid:	**$4,370.98**				

PAID IN FULL

Printed On: 10/30/2024 At: 10:36:55 AM

Department of Taxation and Finance
Office of Real Property Tax Services

Application for Refund or Credit of Real Property Taxes

RP-556
(12/19)

Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners Matthew Timony					
Mailing address of owners *(number and street or PO box)* 6 Van Wie Ter			Location of property *(street address)* 6 Van Wie Ter		
City, village, or post office Albany	State NY	ZIP code 12203	City, town, or village Guilderland	State NY	ZIP code
Daytime contact number	Evening contact number		Tax map number of section/block/lot: Property identification *(see tax bill or assessment roll)* 51.12-4-3		
Account number *(as appears on tax bill)* 8357	Amount of taxes paid or payable 1,443.12		Date of payment 03-27-2024		

Reasons for requesting a refund or credit:
Homeowner came in to pay 2024 School Taxes and asked to check on Vet exemption. Upon review it was found back in 2013 that the Veteran Disability percentage of 80% did not save. Homeowner has qualified for Veteran's Disability since 2013.

I hereby request a refund or credit of real property taxes levied by Town of Guilderland (County, city, village, etc.) for the year(s) 2024.

Signature of applicant	Date
Matthew Wunnard	10/30/24

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 10/30/2024	Date warrant annexed 1/1/2024
Last day for collection of taxes without interest 1/31/2024	Recommendation **Approve application*** ☒ **Deny application** ☐
Signature of official	Date 10/30/2024

* If this application is approved, and the same error appears on a current assessment roll, send a copy of this form, including all attachments, to the assessor and board of assessment review. They must treat this application as a petition for the correction of that current roll (Form RP-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 paid	Amount of taxes due	Amount of refund or credit
1,443.12	1,052.57	

Application denied (reason):

Signature of chief executive officer or official designated by resolution	Date

Albany County Real Property Tax Service Agency
Tax Bill Refund Worksheet

Date:	10/30/2024
Municipality:	Town of Guilderland
Property Address:	6 Van Wie Ter
Tax ID Number:	51.12-4-3
Tax(s) to be refunded:	2024 Property Tax

Original Bill

Levy Description	Taxable Value / Units	Rate	Tax Amount
General Fund	141,750	0.551818	$ 78.22
Highway	141,750	0.824965	$ 116.94
County	141,750	3.414768	$ 484.04
Westmere F.D	189,000	1.287567	$ 243.35
Guild Sewer Zone A	5	9.501645	$ 47.51
Sewer Oper & Maint	3	85.591955	$ 256.78
Guilderland Water	189,000	0.744589	$ 140.73
Unpaid Water Rent			$ 47.25
		Total Tax Due	$ 1,414.81

Correct Bill

Levy Description	Taxable Value / Units	Rate	Tax Amount
General Fund	66,150	0.551818	$ 36.50
Highway	66,150	0.824965	$ 54.57
County	66,150	3.414768	$ 225.89
Westmere F.D	189,000	1.287567	$ 243.35
Guild Sewer Zone A	5	9.501645	$ 47.51
Sewer Oper & Maint	3	85.591955	$ 256.78
Guilderland Water	189,000	0.744589	$ 140.73
Unpaid Water Rent			$ 47.25
		Total Tax Due	$ 1,052.57

Refund

Amount Paid	$ 1,414.81
Correct Amount Due	$ 1,052.57

Refund Due	**$ 362.24**

TOWN OF GUILDERLAND - TOWN & COUNTY 2024

FISCAL YEAR: 1/1/2024 to 12/31/2024	WARRANT DATE: 12/29/2023	STATE AID:CNTY $111,509,350 TWN $135,398

BANK	BILL	TAX MAP NUMBER
	8357	013089 51.12-4-3

MAKE CHECKS PAYABLE TO:

LYNNE M BUCHANAN, RECEIVER OF TAXES

MAILING ADDRESS:
PO BOX 339
GUILDERLAND, NY 12084

TO PAY IN PERSON:

5209 Western Tpk
Monday - Friday 9 to 4:30
Wednesdays until 6 pm
September Only

PROPERTY OWNER:

TIMONY MATTHEW
6 VAN WIE TER
ALBANY, NY 12203

PROPERTY INFORMATION:

ACCOUNT#:	88-733
DIMENSION:	110.00 X 150.00
ROLL SECTION:	1 CLASS: 210 - 1 Family Res
LOCATION:	6 Van Wie Ter
MUNICIPALITY:	Town of Guilderland
SCHOOL:	013002 Guilderland
FULL MARKET VALUE:	222,353
UNIFORM % OF VALUE:	85.00
LAND ASSESSMENT:	38,000
TOTAL ASSESSMENT:	189,000

EXEMPTION	VALUE	FULL VALUE	TAX PURPOSE
VETCOM CTS	47,250	55,588	C/T/S

PROPERTY TAX PAYERS BILL OF RIGHTS:

If you feel the assessment of your property is too high, you have the right to file a grievance to lower it for future tax bills. If you want information about reducing your assessed value or inquiring about exemptions, visit www.townofguilderland.org/assessors-office. Any reduction in the assessment will NOT be reflected on this bill. The filing date for this assessment has passed.

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR LEVY	TAXABLE VALUE OR UNITS	RATE	TAX AMOUNT
GENERAL FUND	2,368,664	16.2	141,750.00	0.55181800	78.22
HIGHWAY	3,417,829	0.7	141,750.00	0.82496500	116.94
COUNTY	14,609,084	-3.7	141,750.00	3.41476800	484.04
WESTMERE F.D.	1,886,571	8.4	189,000.00	1.28756700	243.35
GUILD SEWER ZONE A	0	0.0	5.00	9.50164500	47.51
SEWER OPER & MAINT	0	0.0	3.00	85.59195500	256.78
GUILDERLAND WATER	2,850,244	-0.1	189,000.00	0.74458900	140.73
UNPAID WATER RENT	0	0.0	47.25	1.00000000	47.25

RECEIPT:

Received: 03/27/2024

Full Tax Payment **Individual** **Receipt #:** 8482 via ONLINE from: Timony Matthew

Tax Amount	$1,414.82	CC	$1,443.12
Penalty Amount	$28.30		
Total Paid:	**$1,443.12**		

PAID IN FULL

Printed On: 10/30/2024 At: 10:36:37 AM

File Edit View Toolbar Window Help

51.12-4-3
Timony, Matthew
6 Van Wie Ter

013089 Guilderland | Active | R/S:1 | School: Guilderland 2
Roll Year: 2024 Prior Year | 1 Family Res | Land AV: 38,000
Land Size: 110.00 x 150.00 | Total AV: 189,000

- Parcel 51.12-4-3
  - History
  - Assessment
    - Exempt(s)
    - Spec Dist(s)
  - Description
  - Owner(s)
  - Images
  - Gis
  - Site (1) Res
    - Land(s)
    - Bldg
    - Imprvmt(s)
    - Valuation

Total 2 Exemptions (Right Click to Add)

Exemption Code	Amount	Pct	Init Year	Term Year	Own Pct
41130 VETCOM CTS	47,250	25	2013		
41140 VETDIS CTS	75,600	80	2024		

Calc Sr. Exempts...

Code: 41140 VETDIS CTS
Amount: 75,600
Percent: 80
Term Yr:
Init Year: 2024
Own Pct:

Misc:
Res Pct:
Eq Rate: 85.00
Spec Rate: 0

Exemption Amounts:

County:	75,600
Muni:	75,600
School:	34,000

Taxable Values:

County:	66,150
Muni:	66,150
School:	138,000
Schl after STAR:	138,000

Prints the screen

41131 25%

NEW 2013

RP-458-a (1/03 (rev. 8/06))

NEW YORK STATE DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RECEIVED JAN 31 2013 ASSESSOR'S OFFICE

APPLICATION FOR ALTERNATIVE VETERANS EXEMPTION FROM REAL PROPERTY TAXATION

(General information and instructions for completing this form are contained in Form RP-458-a-Ins)

1. Name and telephone no. of owner(s)
Matthew A. Timony
Day No. (518) 817 9772
Evening No. (518) 817-9772
E-mail address (optional) timony-3@yahoo.com

2. Mailing address of owner(s)
6 Van Wie Ter.
Albany NY. 12203

3. Location of property (see instructions)
6 Van Wie Ter
Street address
Guilderland
Village (if any)
Albany
City/Town

Property identification (see tax bill or assessment roll)
Tax map number or section/block/lot 57.12-4-3

4. Is the owner a veteran who served in the active military, naval or air service of the United States? ☑ Yes ☐ No
If No, indicate the relationship of the owner to veteran who rendered such service:
If Yes, is the veteran also the unremarried surviving spouse of a veteran? ☐ Yes ☑ No

5. Indicate branch of veterans service and dates of active service: ARMY march 22, 89' - Jue 23 93'
(Attach written evidence)

6. Was the veteran discharged or released from the active service under honorable conditions? ☑ Yes ☐ No
(Attach written evidence)

7. Did the veteran serve in a combat zone or combat theater? ☑ Yes ☐ No
If Yes, where did the veteran serve and when was such service performed? Gulf War 1991
(Attach written evidence)

8. Has the veteran received, or did the veteran receive prior to his/her death, a compensation rating from the United States Veteran's Administration or from the United States Department of Defense as a result of a service connected disability? ☑ Yes ☐ No
If Yes, what is (was) the veteran's compensation rating? 80% Unemployable
(Attach written evidence showing the date such rate was established)
☑ check if rating is permanent?

If No, did the veteran die in service of a service connected disability or in the line of duty while serving during wartime? ☐ Yes ☑ No (Attach written evidence)

9. Is the property the primary residence of the veteran, unremarried surviving spouse of the veteran or Gold Star parent? ☑ Yes ☐ No
If No, is the veteran, unremarried surviving spouse of the veteran or Gold Star parent the owner of the property and absent from the property due to medical reasons or institutionalization? ☐ Yes ☑ No
Explain:

10. Is the property used exclusively for residential purposes? ☑ Yes ☐ No
If No, describe the non-residential use of this property and state what portion is so used.

CV 1/31/13

CV

Timony M.

57.12-4-3

RP-458-a (1/03 (rev. 8/06))

11. Date title to this property was acquired: 11/16/12 (attach copy of deed)

12. Has the owner(s) ever received or is the owner(s) now receiving a veterans exemption based on eligible funds on property in New York State? ☐ Yes ☑ No

If yes, the amount of eligible funds used in the purchase was $_____

The location of the property was or is: _____(same as in question 3) or

Street address: _____

Village of_____ City/Town of_____ School District_____

I (we) hereby certify that all statements made on this application are true and correct to the best of my (our) knowledge and belief and I (we) understand that any willful false statement made herein will subject me (us) to the penalties prescribed therefore in the Penal Law.

ALL OWNERS MUST SIGN APPLICATION

Matthew A. Tomy 1/31/13
Signature of owner(s) Date

_____ _____
Signature of owner(s) Date

SPACE BELOW FOR ASSESSOR'S USE ONLY

Alternative veterans exemption (RP-458-a)	Assessment	Period of war active service or expeditionary medal recipient (15% or ceiling Max.) approved ☐ Yes ☐ No	Combat zone service (including expeditionary medal) (10% or ceiling Max.) approved ☐ Yes ☐ No	Service connected disability rating ____(x 50% or ceiling Max.) approved ☐ Yes ☐ No	Total
Village of					
Town/City of	122600	✓	✓		
County of	"	"	"		

Carol A Wysomski 1/31/13
Assessor's signature Date

CAUTION: NOT TO BE USED FOR IDENTIFICATION PURPOSES

THIS IS AN IMPORTANT RECORD SAFEGUARD IT.

ANY ALTERATIONS IN SHADED AREAS RENDER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle) TIMONY, MATTHEW ANTHONY	2. DEPARTMENT, COMPONENT AND BRANCH ARMY/RA	3. SOCIAL SECURITY NO. [redacted]
4.a. GRADE, RATE OR RANK SPC / 4.b PAY GRADE E4	5. DATE OF BIRTH (YYMMDD) 700805	6. RESERVE OBLIG. TERM. DATE Year 97 Month 03 Day 10
7.a PLACE OF ENTRY INTO ACTIVE DUTY ALBANY, NY	7.b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) ALBANY, NY	
8.a LAST DUTY ASSIGNMENT AND MAJOR COMMAND CO D 3RD BN 66TH AR REGT FORSOOH FC	8.b STATION WHERE SEPARATED FORT HOOD, TEXAS	
9. COMMAND TO WHICH TRANSFERRED USAR CONTROL GROUP (REINFORCEMENT) ARPERCEN, 9700 PAGE BLVD, ST. LOUIS, MO 63132	10. SGLI COVERAGE Amount: $ 100,000.00 / None	

11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.)
19K20 M1 ABRAM CREWMAN—4 YRS// NOTHING FOLL OWS

12. RECORD OF SERVICE	Year(s)	Month(s)	Day(s)
a. Date Entered AD This Period	89	03	23
b. Separation Date This Period	93	06	23
c. Net Active Service This Period	[redacted]	[redacted]	[redacted]
d. Total Prior Active Service	00	00	00
e. Total Prior Inactive Service	00	00	00
f. Foreign Service	[redacted]	[redacted]	[redacted]
g. Sea Service	00	00	00
h. Effective Date of Pay Grade	92	12	01

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service)
ARMY COMMENDATION MEDAL// GOOD CONDUCT MEDAL// NATIONAL DEFENSE SERVICE MEDAL// NCO PROFESSIONAL DEVELOPMENT RIBBON// ARMY SERVICE RIBBON// OVERSEAS SERVICE RIBBON// MARKSMAN BADGE PISTOL// ARMY LAPEL BUTTON// ~~SOUTHWEST ASIA SERVICE MEDAL W/1~~ (CON'T IN BLOCK 18)

14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed)
PRIMARY LEADERSHIP DEVELOPMENT COURSE, 4 WKS, 92// NOTHING FOLLOWS

15.a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM	Yes	No X	15.b HIGH SCHOOL GRADUATE OR EQUIVALENT	Yes X	No	16. DAYS ACCRUED LEAVE PAID 43

17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION [ ] Yes [X] No

18. REMARKS
SUBJECT TO ACTIVE DUTY RECALL AND/OR ANNUAL SCREENING// BLOCK 6, PERIOD OF DEP: 890317 - 890322// EXTENSION OF SERVICE WAS AT THE REQUEST AND FOR THE CONVENIENCE OF THE GOVERNMENT// RETAINED IN SERVICE 1 DAY(S) FOR THE CONVENIENCE OF THE GOVERNMENT PER AR 635-200// SERVICE IN SOUTH WEST ASIA 910901 - 911016// DATA HEREIN SUBJECT TO COMPUTER MATCHING WITHIN DOD OR WITH OTHER AGENCIES FOR VERIFICATION PURPOSES AND DETERMINING ELIGIBILITY// COMPLIANCE FOR FEDERAL BENEFITS// BLOCK 13: BRONZE SERVICE STAR// NOTHING FOLLOWS

19.a. MAILING ADDRESS AFTER SEPARATION (Include Zip Code) 6 MALPAS RD ALBANY, NY 12203	19.b. NEAREST RELATIVE (Name and address - include Zip Code) CLARENCE TIMONY ADDRESS SAME AS BLOCK 19 A
20. MEMBER REQUESTS COPY 6 BE SENT TO NY DIR. OF VET AFFAIRS [X] Yes [ ] No	22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature) T. D. ALVERSON, CHIEF, TRANSITION CEN
21. SIGNATURE OF MEMBER BEING SEPARATED Matthew A. Timony	

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)

23. TYPE OF SEPARATION RELEASE FROM ACTIVE DUTY	24. CHARACTER OF SERVICE (Include upgrades) HONORABLE	
25. SEPARATION AUTHORITY AR 635-200, CHAPTER 4	26. SEPARATION CODE LBK	27. REENTRY CODE 3
28. NARRATIVE REASON FOR SEPARATION EXPIRATION TERM OF SERVICE		
29. DATES OF TIME LOST DURING THIS PERIOD NONE		30. MEMBER REQUESTS COPY 4 Initials

"I, CHARLES Pompey, certify that I have completed the VA-prescribed training on certification of evidence of service and that the document or of ..."

DD Form 214 NOV 88

Department of Veterans Affairs

245 W HOUSTON ST
NEW YORK NY 10014

January 21, 2013

Veteran's Name:
Timony, Matthew, Anthony

MATTHEW A TIMONY
264 STEERS RD
AMSTERDAM NY 12010

Timony, M.

51.12-4-3

RECEIVED
FEB 21 2013
ASSESSOR'S OFFICE

This letter is a summary of benefits you currently receive from the Department of Veterans Affairs (VA). We are providing this letter to disabled Veterans to use in applying for benefits such as housing entitlements, free or reduced state park annual memberships, state or local property or vehicle tax relief, civil service preference, or any other program or entitlement in which verification of VA benefits is required. Please safeguard this important document. This letter replaces VA Form 20-5455, and is considered an official record of your VA entitlement.

--America is Grateful to You for Your Service--

Our records contain the following information:

Personal Claim Information:

Your VA claim number is
You are the Veteran

Military Information:

Your character(s) of discharge and service date(s) include:

Army, Honorable, 23-Mar-1989 - 23-Jun-1993

(You may have additional periods of service not listed above)

VA Benefits Information:

Service-connected disability: Yes
Your combined service-connected evaluation is: 50 PERCENT
The effective date of the last change to your current award was: 01-DEC-2012
Your current monthly award amount is:
Are you being paid at the 100 percent rate because you are unemployable due to your service-connected disabilities: Yes
Are you considered to be totally and permanently disabled due to your service-connected disabilities: Yes

You should contact your state or local office of Veterans' affairs for information on any tax, license, or fee-related benefits for which you may be eligible. State offices of Veterans' affairs are available at http://www.va.gov/statedva.htm.

Need Additional Information or Verification?

If you have any questions about this letter or need additional verification of VA benefits, please call us at 1-800-827-1000. If you use a Telecommunications Device for the Deaf (TDD), the number is 1-800-829-4833. Send electronic inquiries through the Internet at https://iris.va.gov.

Sincerely yours,

L. K. CLAY
VETERANS SERVICE CENTER MANAGER

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

November 14th, 2024

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State St. Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham:

The Department of General Services, in partnership with the Office of the County Executive, requests approval of a funding resolution authorizing $1,000,000 for Green Capital Projects in the County. The purpose of this project is to accelerate the decarburization of County operations through capital investment including, but not limited to, zero and low emissions vehicles and infrastructure, renewable energy technology, clean heating and cooling, energy efficiency improvements, and green infrastructure projects. The project has been included in the 2023 Capital Plan.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

Daniel P. McCoy

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-6159, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
Request for funding authorization for Green Capital Projects

Date: 11/14/24
Department: DGS
Attending Meeting: Enter text.
Submitted By: Patrick Curran
Title: Policy Analyst
Phone: 5184475639

Purpose of Request: Bond Approval Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)
Federal: Enter text. County: 100
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: CAPIT-HHG4
Appropriation Amount: $8,000,000

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☐ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☐

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)
The Department of General Services, in partnership with the Office of the County Executive, requests approval of a funding resolution authorizing $8,000,000 for Green Capital Projects in the County. The purpose of this project is to accelerate the decarburization of County operations through capital investment including, but not limited to, zero and low emissions vehicles and infrastructure, renewable energy technology, clean heating and cooling, energy efficiency improvements, and green infrastructure projects. The project has been included in the 2024 Capital Plan.

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

November 14th, 2024

Honorable Joanne Cunningham
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham,

This legislative request is for the contract authorization for an agreement with National Grid for the construction of a rooftop solar array on the MVP Arena Parking Garage and the installation of new electric vehicle charging stations.
The County has been working with National Grid and Centrica Business Solutions on a feasibility study and engineering analysis of the MVP Arena Parking Garage to add a solar array on the roof of the garage and install 52 new electric vehicle charging stations within the garage. The feasibility study and analysis have been completed, and there is a total cost estimate of $7,921,747.
This solar array is a 1.06 Megawatt DC system that is estimated to produce 1.15 Gigawatts per hour annually, which results in an estimated year one cost savings of $154,552. The increase in electrical output within the parking garage will allow for the installation of 52 new charging stations with the electrical infrastructure able to support a total of 72 electric vehicle charging stations. This new station availability results in an estimated annual fuel cost savings of $16,941. Funding for this project will be coming from the County Green Bond, HHG4. There are expected Federal and State incentives that will offset the cost of the project, as well as funding from NYSERDA's Clean Energy Community Program that the County is currently eligible for.

Sincerely,

Daniel P. McCoy

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-6146, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for an agreement with National Grid for the construction of a rooftop solar array on the MVP Arena Parking Garage and the installation of new electric vehicle charging stations.

Date: 11/14/24
Department: CEO
Attending Meeting: Enter text.
Submitted By: Patrick Curran
Title: Policy Analyst
Phone: 5184475639

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
National Grid - 170 Data Dr, Waltham, MA

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)
Federal: 40 County: 50
State: 10 Local: Enter text.

County Budget Accounts:
Revenue Account and Line: HHG0 03089
Revenue Amount: $830,000
Revenue Account and Line: HHG0 04089
Revenue Amount: $2,684,925

Appropriation Account and Line: CAPIT - HHG4
Appropriation Amount: $7,921,747

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
Competitive Bidding Exempt: Yes ☒ No ☐
# of Response(s): Enter text.
# of MWBE: Enter text.
# of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☒ No ☐

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

This request is a contract authorization for an agreement with National Grid for the construction of a rooftop solar array on the MVP Arena Parking Garage and the installation of new electric vehicle charging stations. The County has been working with National Grid and Centrica Business Solutions on a feasibility study and engineering analysis of the MVP Arena Parking Garage to add a carport solar array on the roof of the garage and install 52 new electric vehicle charging stations within the garage. The feasibility study and analysis have been completed and we would like to pursue the project at a total cost of $7,921,747.

This solar array is a 1.06 Megawatt DC system that is estimated to produce 1.15 Gigawatts per hour annually, which results in an estimated year one cost savings of $154,552. The project will also include the installation of 52 new charging stations with the electrical infrastructure able to support a total of 72 electric vehicle charging stations. This new station availability results in an estimated annual fuel cost savings of $16,941.

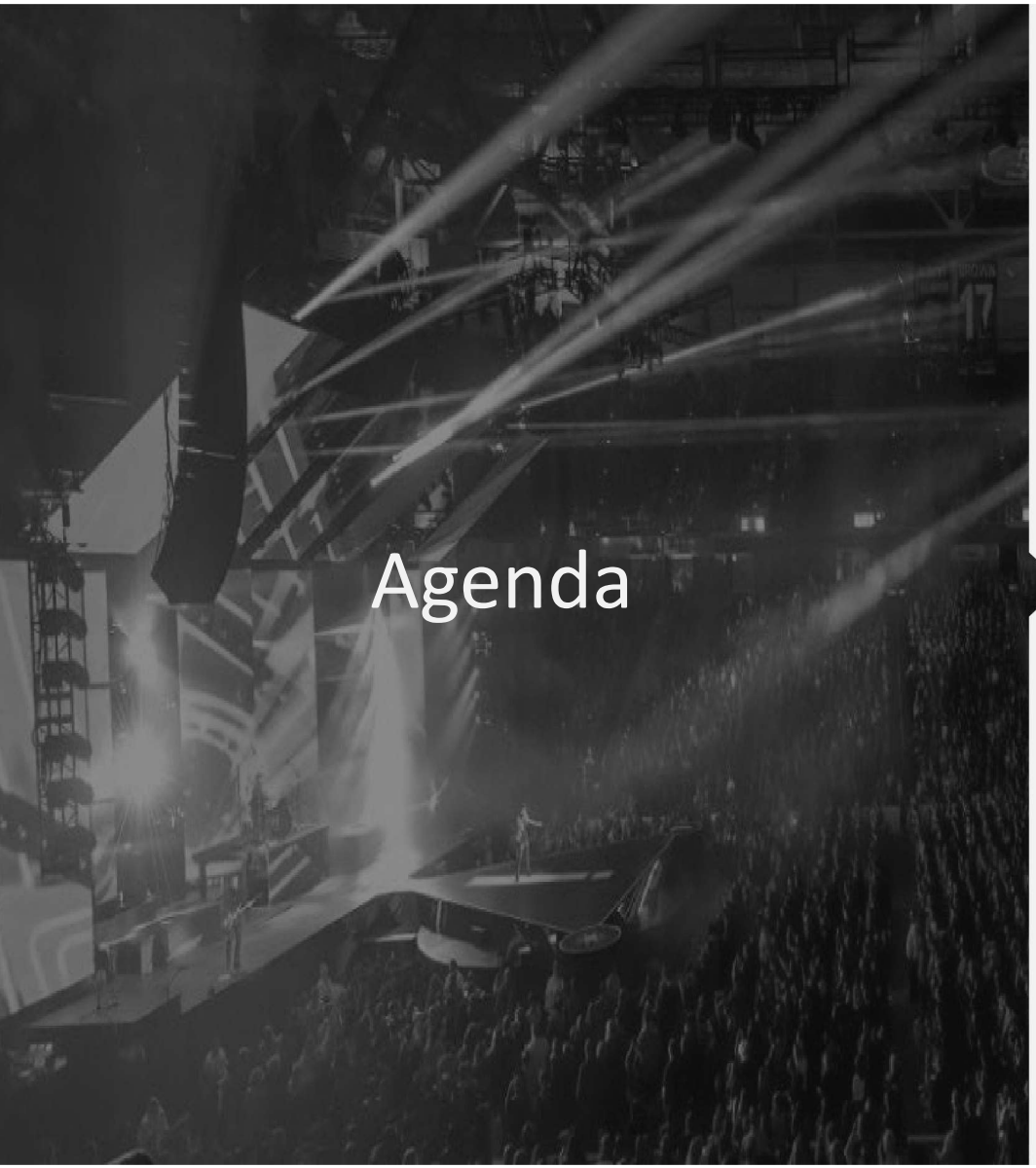
Funding for this project will be coming from the County Green Bond, HHG4. Federal and State incentives will offset 50 percent of the project cost.

centrica
Business Solutions

Prepared by Centrica Business Solutions

MVP Arena Parking Garage Solar PV Canopy and EV Placement

November 13, 2024



Agenda

MVP ARENA

- Project Goals
- Solar Photovoltaic (PV) Scope & System Overview
- Electric Vehicle (EV) Charging Scope & Placement Overview
- Project Assumptions
- Financials & Cash Flows
- Next Steps: Project Timeline

Project Goals

Supporting New York's Clean Energy Standard with renewable sourced energy, along with the County's commitment to "going green" and decarbonization. The need for EV charging based on County's clean fleet commitment to allow for full fleet changeover as well as public access to charging. The MVP Arena parking garage is an ideal location for this type of project.

Proposed Project:

- [x] Solar PV
- [x] Electric Vehicle Charging Stations

Estimated Greenhouse Gas (GHG) reduction of 19,142 metric tons of CO_2

Solar PV System

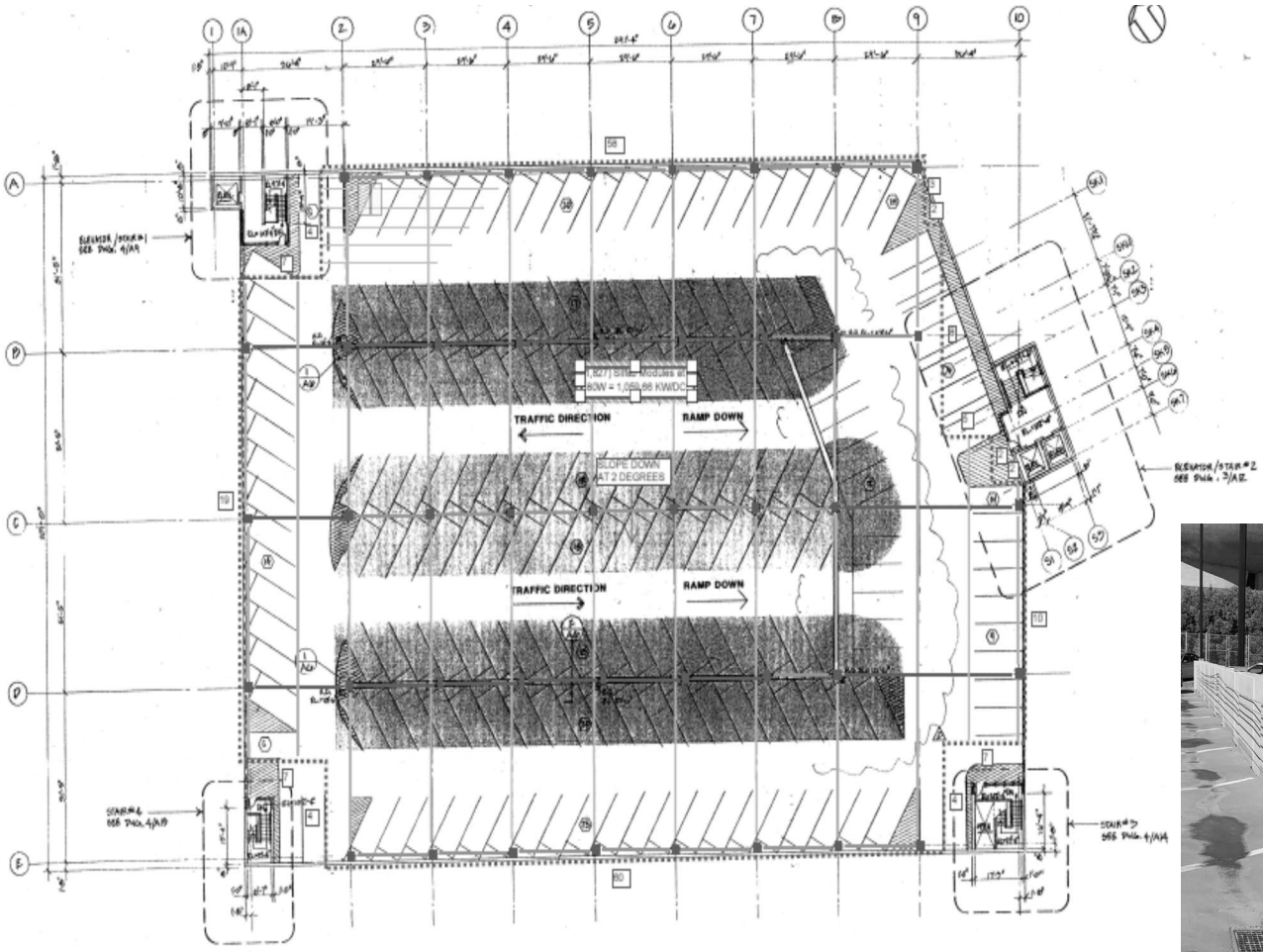
Solar PV: Scope & Overview

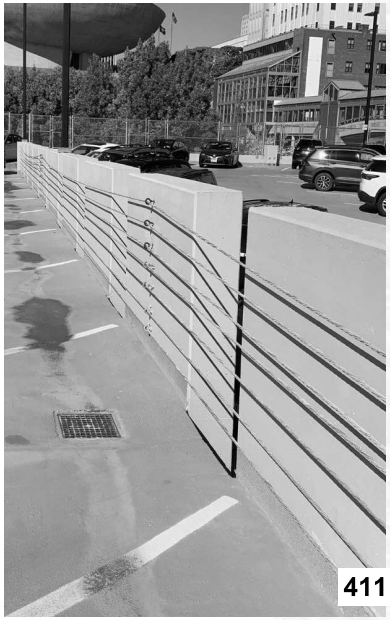
Carport canopy spanning 6th floor of parking garage with snow guards

- **Ancillary equipment located on ground floor adjacent to southwest side of parking garage**
- **(1,827) 580W modules for a 1.06 MW DC system**
- **(12) 60KW inverters for a 720 KW AC system**
- **Estimated 1.15 GWH generated in Year 1**
- **Estimated Year 1 Cost Savings using VDER: $154,552**
- **NYSERDA NY-Sun Rebate: $52,983**
- **Total IRA 40% Direct Pay with Domestic Content Adder: $1,997,635**

Solar PV: Framing Design

- Most cost-effective design the most efficient foundations for this unique project.
- Structural analysis completed August 2023.
- Southwest edge of canopy height 8’ with northern edge at approximately 20’.
- Under canopy LED lighting included.
- Framing structure (steel) complies with Domestic Content requirements.
- Column Type – Long Span Super Structure.
- Preliminary design per Occupancy Classification S-2 Low-Hazard Storage Open Parking Garage.
- NYS Building Code 2020.





Solar PV: American Made!

- Silfab 580W Tier I Solar Modules – Manufactured in the USA
- Silfab bifacial module for increased power output.
- Silfab glass is tempered and anti-reflective coated.
- Silfab offers a 30-Year Power Performance Warranty
- Silfab offers a 12-Year Product Workmanship Warranty extendable to 25 Years.
- TerraSmart - Meets the Build America Buy America Act standards.
- TerraSmart steel is 100% sourced and manufactured in Cincinnati, Ohio.
- TerraSmart 20-Year Limited Warranty.

SILFAB SOLAR®

SILFAB COMMERCIAL NTC

NEXT-GENERATION N-TYPE CELL TECHNOLOGY

Manufactured exclusively in the USA.

- Improved Shade Tolerance
- Improved Low-Light Performance
- Increased Performance in High Temperatures
- Efficient Bifacial Energy Yield
- Enhanced Durability
- Reduced Degradation Rate
- 25-Year Product Warranty/ 30-Year Performance Warranty

SILFABSOLAR.COM

terrasmart™

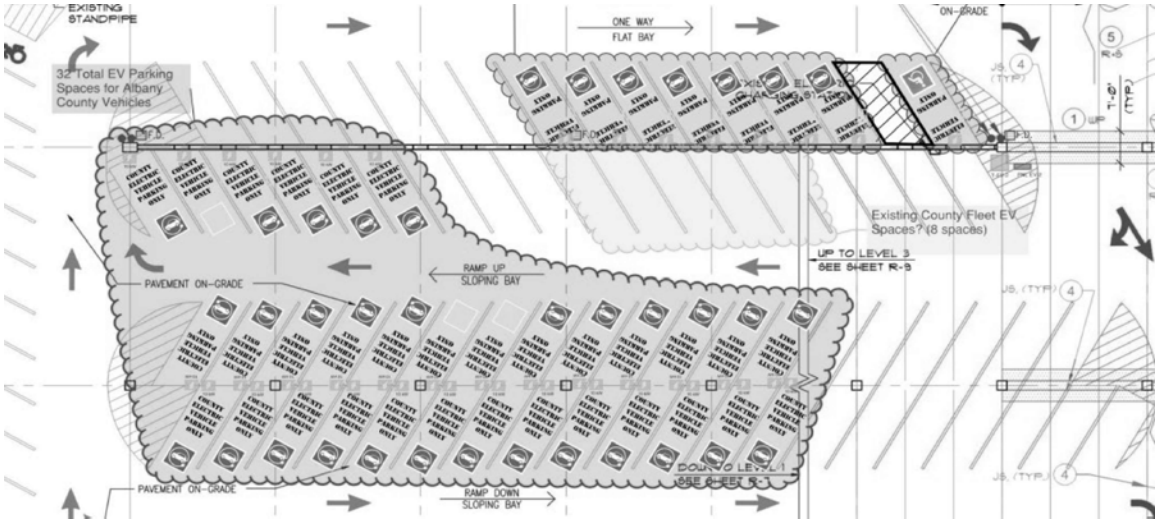
White Plains, NY project

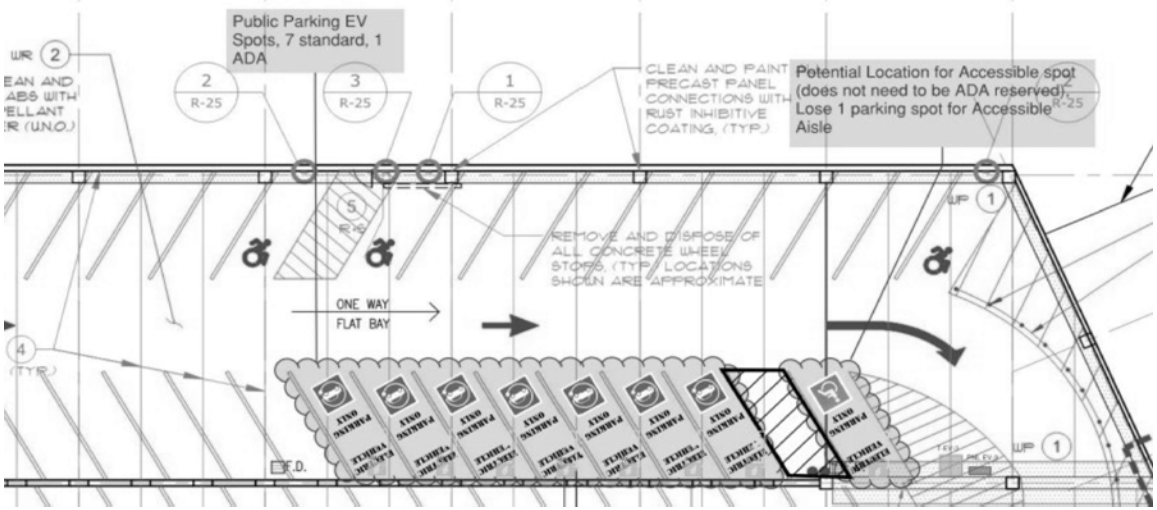
EV Charging System

EV Placement: Overview

52 EV charging stations installed with infrastructure to support a total of 72 EV charging stations

- **32 EV charging stations for County fleet on bottom floor**
- **4 public EV charging stations per floor (floors 2-6) with infrastructure to support a total of 8 per floor**
- **48A Stations, able to output maximum of 9.9kW**
- **Estimated Rebates: $488,691**
- **Estimated IRA Federal Refueling Direct Pay : $686,407**
- **Estimated Annual Fuel Cost Savings: $16,941**

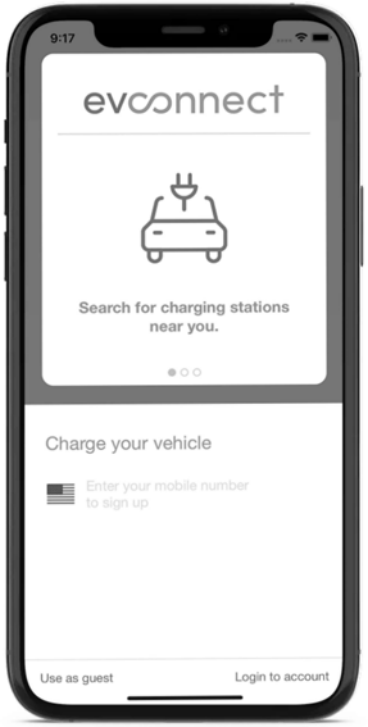




EV:
Ease of Use

Extended charging cables of 25’ to reach to either side of a vehicle

- **Cable Management retractable clamp on each pedestal to keep cables off ground**
- **Currently specifying J1772 port configuration, may adjust to a mix of NACS configurations when available (estimated mid-2025, based on County feedback)**
- **Fleet stations activated via RFID card**
- **Public stations payment processing via QR code and EVConnect app**
- **5-year O&M and software services included**



Project Assumptions and Considerations

1. Centrica included Davis-Bacon labor rates for this County project with apprenticeship requirements on labor.
2. Project requires new National Grid services to be installed; the solar project is considered a “Behind-the-Meter” interconnection with upgrades as per the National Grid CESIR Study.
3. The Parking Garage Structural review determined that the existing structure could support the added weight of the proposed solar canopy, EV vehicles, and associated equipment with no structural upgrades.
4. EV – 5 Year Term - 24/7 driver support via app and phone number, 72-hour on-site repair dispatch, Automated alerts to EVConnect Support Team, Real Time Performance Management, Routine Network/Firmware updates and preventative maintenance.
5. NYSERDA - NY-SUN Rebate Block 21 At $.05/DCW or **$52,983**
6. National Grid EV Make-Ready Rebate: **$412,691**
7. NYSERDA EV Rebate: **$76,000**
8. Avoided utility savings is based on the NYSERDA Value of Distributed Energy (VDER) Calculator V3.1.
9. Inflation Reduction Act (IRA) – Centrica is showing base rate of 30% for EV and 40% for PV.

Project Financials

***Cost includes National Grid costs along with Centrica costs to finish design and build**

****The County could be eligible for an extra 10% Direct Pay based on low-income area. Source: U.S. Department of Energy**

*****Centrica to provide annual O&M services on solar PV system**

*Total Investment	$7,921,747
Rebates Available	$541,674
CEC Grant	$830,000
**Solar PV IRA Direct Pay Value	$1,997,635
EV IRA Refueling Property Direct Pay Value	$687,290
Net Project Investment (After Rebates and Credits)	$3,865,148
Annual Cost Savings	$168,392
***Annual O&M Services	($8,954)
30-Year Net Benefits	$3,288,383

Cash Purchase - Cash Flow

	UTILITY COST SAVINGS		Financial Impact						Inflation Reduction Act		PROJECT CASH FLOW	
Year	*Solar kWh*	*$/kWh Avoided Cost*	*IGA Capital Cost*	*Solar O&M Costs*	*State Incentives*	*EV Fuel Cost Savings*	*NYSERDA CEC Grant*	*Solar PV Avoided Cost Savings*	*40% IRA Solar PV Direct Pay*	*IRA EV Direct Pay*	*Annual*	*Cumulative*
1	1,157,693	$0.1335	$ (7,921,747)	$ (8,954)	$ 541,674	$ 8,471	$ 830,000	$ 154,552	$ 1,997,635	$ 687,290	$ (3,690,829)	$ (3,690,829)
2	1,134,539	$0.1355	$ -	$ (9,223)	$ -	$ 16,942		$ 153,730	$ -	$ -	$ 182,307	$ (3,508,522)
3	1,130,795	$0.1372	$ -	$ (9,499)	$ -	$ 17,450		$ 155,145	$ -	$ -	$ 184,579	$ (3,323,943)
4	1,127,064	$0.1368	$ -	$ (9,784)	$ -	$ 17,974		$ 154,182	$ -	$ -	$ 184,500	$ (3,139,443)
5	1,123,344	$0.1404	$ -	$ (10,078)	$ -	$ 18,513		$ 157,718	$ -	$ -	$ 188,944	$ (2,950,499)
6	1,119,637	$0.1423	$ -	$ (10,380)	$ -	$ 19,068		$ 159,324	$ -	$ -	$ 191,488	$ (2,759,011)
7	1,115,942	$0.1442	$ -	$ (10,692)	$ -	$ 19,640		$ 160,919	$ -	$ -	$ 194,047	$ (2,564,964)
8	1,112,260	$0.1464	$ -	$ (11,012)	$ -	$ 20,230		$ 162,835	$ -	$ -	$ 196,957	$ (2,368,007)
9	1,108,589	$0.1480	$ -	$ (11,343)	$ -	$ 20,837		$ 164,071	$ -	$ -	$ 199,217	$ (2,168,790)
10	1,104,931	$0.1500	$ -	$ (11,683)	$ -	$ 21,462		$ 165,740	$ -	$ -	$ 201,940	$ (1,966,850)
11	1,101,285	$0.1520	$ -	$ (12,033)	$ -	$ 22,105		$ 167,395	$ -	$ -	$ 204,682	$ (1,762,168)
12	1,097,650	$0.1541	$ -	$ (12,394)	$ -	$ 22,769		$ 169,148	$ -	$ -	$ 207,553	$ (1,554,615)
13	1,094,028	$0.1565	$ -	$ (12,766)	$ -	$ 23,452		$ 171,215	$ -	$ -	$ 210,773	$ (1,343,843)
14	1,090,418	$0.1587	$ -	$ (13,149)	$ -	$ 24,155		$ 173,049	$ -	$ -	$ 213,793	$ (1,130,050)
15	1,086,820	$0.1605	$ -	$ (13,544)	$ -	$ 24,880		$ 174,435	$ -	$ -	$ 216,401	$ (913,649)
16	1,083,233	$0.1628	$ -	$ (13,950)	$ -	$ 25,626		$ 176,350	$ -	$ -	$ 219,575	$ (694,073)
17	1,079,658	$0.1651	$ -	$ (14,369)	$ -	$ 26,395		$ 178,252	$ -	$ -	$ 222,773	$ (471,300)
18	1,076,095	$0.1674	$ -	$ (14,800)	$ -	$ 27,187		$ 180,138	$ -	$ -	$ 225,996	$ (245,304)
19	1,072,544	$0.1701	$ -	$ (15,244)	$ -	$ 28,003		$ 182,440	$ -	$ -	$ 229,673	$ (15,631)
20	1,069,005	$0.1722	$ -	$ (15,701)	$ -	$ 28,843		$ 184,083	$ -	$ -	$ 232,733	$ 217,102
21	1,065,477	$0.1747	$ -	$ (16,172)	$ -	$ 29,708		$ 186,139	$ -	$ -	$ 236,249	$ 453,350
22	1,061,961	$0.1772	$ -	$ (16,657)	$ -	$ 30,599		$ 188,180	$ -	$ -	$ 239,793	$ 693,143
23	1,058,457	$0.1797	$ -	$ (17,157)	$ -	$ 31,517		$ 190,205	$ -	$ -	$ 243,366	$ 936,509
24	1,054,964	$0.1827	$ -	$ (17,671)	$ -	$ 32,463		$ 192,742	$ -	$ -	$ 247,498	$ 1,184,007
25	1,051,482	$0.1853	$ -	$ (18,202)	$ -	$ 33,437		$ 194,840	$ -	$ -	$ 251,239	$ 1,435,246
26	1,048,013	$0.1881	$ -	$ (18,748)	$ -	$ 34,440		$ 292,940	$ -	$ -	$ 351,031	$ 1,786,276
27	1,044,554	$0.1908	$ -	$ (19,310)	$ -	$ 35,473		$ 300,732	$ -	$ -	$ 360,566	$ 2,146,842
28	1,041,107	$0.1936	$ -	$ (19,889)	$ -	$ 36,537		$ 308,732	$ -	$ -	$ 370,361	$ 2,517,203
29	1,037,671	$0.1963	$ -	$ (20,486)	$ -	$ 37,633		$ 316,945	$ -	$ -	$ 380,422	$ 2,897,625
30	1,034,247	$0.1991	$ -	$ (21,101)	$ -	$ 38,762		$ 325,376	$ -	$ -	$ 390,758	$ 3,288,383
Total	**32,583,466**		**$ (7,921,747)**	**$ (425,990)**	**$ 541,674**	**$ 774,569**	**$ 830,000**	**$ 5,841,550**	**$1,997,635**	**$ 687,290**	**$ 3,288,383**	

Bond Financing - Cash Flow

	UTILITY COST SAVINGS		Financial Impact						Inflation Reduction Act		PROJECT CASH FLOW	
Year	Solar kWh	$/kWh Avoided Cost	O&M Costs	Bond Payment	State Incentives	NYSERDA CEC Grant	EV Fuel Cost Savings	Solar PV Avoided Cost Savings	34% IRA Solar PV Direct Pay	IRA EV Direct Pay	Annual	Cumulative
1	1,157,693	$0.1335	$ (8,954)	$ (576,051)	$ 541,674	$ 830,000	$ 8,471	$ 154,552	$ 1,697,990	$ 687,290	$ 2,667,932	$ 2,667,932
2	1,134,539	$0.1355	$ (9,223)	$ (576,051)	$ -		$ 16,942	$ 153,730			$ (393,744)	$ 2,274,188
3	1,130,795	$0.1372	$ (9,499)	$ (576,051)	$ -		$ 17,450	$ 155,145			$ (391,471)	$ 1,882,717
4	1,127,064	$0.1368	$ (9,784)	$ (576,051)	$ -		$ 17,974	$ 154,182			$ (391,551)	$ 1,491,165
5	1,123,344	$0.1404	$ (10,078)	$ (576,051)	$ -		$ 18,513	$ 157,718			$ (387,106)	$ 1,104,059
6	1,119,637	$0.1423	$ (10,380)	$ (576,051)	$ -		$ 19,068	$ 159,324			$ (384,563)	$ 719,496
7	1,115,942	$0.1442	$ (10,692)	$ (576,051)	$ -		$ 19,640	$ 160,919			$ (382,003)	$ 337,493
8	1,112,260	$0.1464	$ (11,012)	$ (576,051)	$ -		$ 20,230	$ 162,835			$ (379,094)	$ (41,601)
9	1,108,589	$0.1480	$ (11,343)	$ (576,051)	$ -		$ 20,837	$ 164,071			$ (376,834)	$ (418,435)
10	1,104,931	$0.1500	$ (11,683)	$ (576,051)	$ -		$ 21,462	$ 165,740			$ (374,111)	$ (792,545)
11	1,101,285	$0.1520	$ (12,033)	$ (576,051)	$ -		$ 22,105	$ 167,395			$ (371,369)	$ (1,163,914)
12	1,097,650	$0.1541	$ (12,394)	$ (576,051)	$ -		$ 22,769	$ 169,148			$ (368,498)	$ (1,532,412)
13	1,094,028	$0.1565	$ (12,766)	$ (576,051)	$ -		$ 23,452	$ 171,215			$ (365,278)	$ (1,897,691)
14	1,090,418	$0.1587	$ (13,149)	$ (576,051)	$ -		$ 24,155	$ 173,049			$ (362,258)	$ (2,259,948)
15	1,086,820	$0.1605	$ (13,544)	$ (576,051)	$ -		$ 24,880	$ 174,435			$ (359,650)	$ (2,619,598)
16	1,083,233	$0.1628	$ (13,950)	$ (576,051)	$ -		$ 25,626	$ 176,350			$ (356,475)	$ (2,976,074)
17	1,079,658	$0.1651	$ (14,369)	$ (576,051)	$ -		$ 26,395	$ 178,252			$ (353,277)	$ (3,329,351)
18	1,076,095	$0.1674	$ (14,800)	$ (576,051)	$ -		$ 27,187	$ 180,138			$ (350,055)	$ (3,679,406)
19	1,072,544	$0.1701	$ (15,244)	$ (576,051)	$ -		$ 28,003	$ 182,440			$ (346,378)	$ (4,025,783)
20	1,069,005	$0.1722	$ (15,701)	$ (576,051)	$ -		$ 28,843	$ 184,083			$ (343,318)	$ (4,369,101)
21	1,065,477	$0.1747	$ (16,172)	$ -	$ -		$ 29,708	$ 186,139			$ 236,249	$ (4,132,853)
22	1,061,961	$0.1772	$ (16,657)	$ -	$ -		$ 30,599	$ 188,180			$ 239,793	$ (3,893,060)
23	1,058,457	$0.1797	$ (17,157)	$ -	$ -		$ 31,517	$ 190,205			$ 243,366	$ (3,649,694)
24	1,054,964	$0.1827	$ (17,671)	$ -	$ -		$ 32,463	$ 192,742			$ 247,498	$ (3,402,196)
25	1,051,482	$0.1853	$ (18,202)	$ -	$ -		$ 33,437	$ 194,840			$ 251,239	$ (3,150,957)
26	1,048,013	$0.1881	$ (18,748)	$ -	$ -		$ 34,440	$ 292,940			$ 643,970	$ (2,506,987)
27	1,044,554	$0.1908	$ (19,310)	$ -	$ -		$ 35,473	$ 300,732			$ 661,298	$ (1,845,689)
28	1,041,107	$0.1936	$ (19,889)	$ -	$ -		$ 36,537	$ 308,732			$ 679,093	$ (1,166,596)
29	1,037,671	$0.1963	$ (20,486)	$ -	$ -		$ 37,633	$ 316,945			$ 697,367	$ (469,229)
30	1,034,247	$0.1991	$ (21,101)	$ -	$ -		$ 38,762	$ 325,376			$ 716,133	$ 246,904
Total	**32,583,466**		**$ (425,990)**	**$ (11,521,015)**	**$ 541,674**	**$ 830,000**	**$ 774,569**	**$5,841,550**	**$ 1,697,990**	**$ 687,290**	**$ 246,904**	

Next Steps: Project Timeline

MVP Arena milestones to Close plan / Timeline	Owner	Date	Albany County	Centrica	National Grid
National Grid deliver CEISR Study results	National Grid	9/9/2024			x
National Grid provides EV make-ready work costs	National Grid	11/7/2024			x
IGA Approval	Centrica	11/8/2024		x	
Present UESC Proposal to County	Centrica	11/13/2024		x	
PW Committee Meeting - Project Introduction	Albany County	11/26/2024	x		
Leg. Approval	Albany County	12/9/2024	x		
National Grid Task Order execution	Albany County/Centrica/National Grid	12/16/2024	x	x	x
National Grid Interconnection - Deposit	Centrica/National Grid	12/20/2024		x	x
Prepare 100% design docs - carport & electrical (KMB)	Centrica	2/17/2025		x	
Interconnection Pre-work begins	Centrica	2/17/2025		x	x
Subcontractor Contracts	Centrica	3/10/2025		x	

Thank you

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Additional Documentation

Equipment & Systems Warranties

- Silfab Modules: **30-Year** Power Performance Warranty
  12-Year Product Warranty, extendable to 25-Years
- TerraSmart Canopy: 20-Year Limited Warranty
- Chint Power Systems Inverters: 10-Year Warranty
- EV Equipment: 5-Year Material & Labor
- EV O&M and Software: 5-Year prepaid software and service
- Centrica Solar PV Workmanship Warranty: 5-Years

centrica Business Solutions

terrasmart™ SILFAB SOLAR® CPS

ZEROVA evconnect

GHG Reductions

19,142 metric tons of CO2 offset over the lifetime of the system, equivalent to:

O&M Services

System Monitoring and Dashboard

All projects that Centrica installs under this initiative will have full monitoring and production reporting capabilities via the easy to access Also-Energy Power Track Dashboard. Both Centrica and Also-Energy will monitor the system(s) to ensure maximum performance. Offering NYP piece of mind that their renewable generation assets are accomplishing what they were put in service to do.

Figure 7: Also-Energy Power Track Dashboard

Project Timeline – Full Schedule

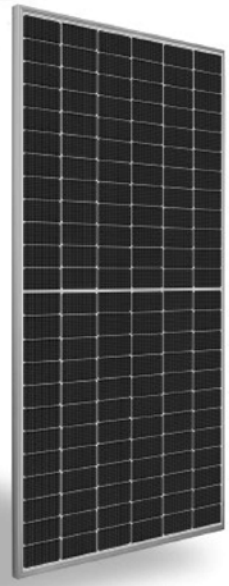
MVP Arena milestones to Close plan / Timeline	Owner	Date	Albany County	Centrica	National Grid
National Grid deliver CEISR Study results	National Grid	9/9/2024			x
National Grid provides EV make-ready work costs	National Grid	11/7/2024			x
IGA Approval	Centrica	11/8/2024		x	
Present UESC Proposal to County	Centrica	11/13/2024		x	
PW Committee Meeting - Project Introduction	Albany County	11/26/2024	x		
Leg. Approval	Albany County	12/9/2024	x		
National Grid Task Order execution	Albany County/Centrica/National Grid	12/16/2024	x	x	x
National Grid Interconnection - Deposit	Centrica/National Grid	12/20/2024		x	x
Prepare 100% design docs - carport & electrical (KMB)	Centrica	2/17/2025		x	
Interconnection Pre-work begins	Centrica	2/17/2025		x	x
Subcontractor Contracts	Centrica	3/10/2025		x	
Submittals					
Structural Shop drawings	Centrica	3/31/2025		x	
MV Equipment	Centrica	3/31/2025		x	
LV Equipment	Centrica	3/31/2025		x	
Wire and Conduit Runs	Centrica	4/28/2025		x	
Permitting	Centrica	5/12/2025		x	
Major Equipment Procurement				x	
Structural	Centrica	6/24/2025		x	
Solar Panels	Centrica	7/23/2025		x	
MV Yard Equipment	Centrica	12/8/2025		x	
PV Yard Equipment	Centrica	12/8/2025		x	
EV Chargers	Centrica	12/8/2025		x	
Construction				x	
Mobilization	Centrica	6/10/2025		x	
Structural Steel Erection Start	Centrica	6/25/2025		x	
Structural Steel Erection Complete	Centrica	8/25/2025		x	
PV Panel Installation Complete	Centrica	9/3/2025		x	
Canopy Lighting Complete	Centrica	9/25/2025		x	
PV Low Voltage Work Start	Centrica	9/25/2025		x	
PV Low Voltage Work Complete	Centrica	12/31/2025		x	
MV Electrical Installation Start	Centrica	6/25/2025		x	
MV Electrical Install Complete	Centrica	3/17/2026		x	
Interconnection EV	Centrica	3/24/2026		x	x
Interconnection PV	Centrica	3/31/2026		x	x
Commissioning and Billing Set up	Centrica	4/14/2026	x	x	
Closeout	Centrica	5/7/2026	x	x	x

Spec Sheets

SILFAB COMMERCIAL NTC

SIL-580 XM+
BIFACIAL

SILFAB SOLAR®



NEXT-GENERATION N-TYPE CELL TECHNOLOGY

Manufactured exclusively in the USA.

- Improved Shade Tolerance
- Improved Low-Light Performance
- Increased Performance in High Temperatures
- Efficient Bifacial Energy Yield
- Enhanced Durability
- Reduced Degradation Rate
- 25-Year Product Warranty/ 30-Year Performance Warranty

SILFABSOLAR.COM

ELECTRICAL SPECIFICATIONS		580		
Test Conditions		STC	BSTC	NOCT
Module Power (Pmax)	Wp	580	632.8	428.2
Maximum power voltage (Vpmax)	V	44.27	44.27	40.73
Maximum power current (Ipmax)	A	13.10	14.29	10.51
Open circuit voltage (Voc)	V	52.27	52.32	48.08
Short circuit current (Isc)	A	13.85	15.11	11.12
Module efficiency	%	22.4%		
Maximum system voltage (VDC)	V	1500		
Series fuse rating	A	30		
Power Tolerance	Wp	0 to +10		
Bifaciality Factor	%	80±5		

Performance conditions: Measurement tolerance ± 3% • Standard Test Conditions (STC): 1000 W/m², AM 1.5, Temperature 25 °C • Nominal Operating Cell Temperature (NOCT): 800 W/m², AM 1.5 • Bifacial Standard Test Conditions (BSTC): 1000 W/m2 + φ × 135 W/m2 , φ = 80 % , AM 1.5 • Electrical characteristics may vary by ±5%.

MECHANICAL PROPERTIES / COMPONENTS	METRIC	IMPERIAL
Module weight	28.5 kg ±0.2 kg	62.8 lbs ±0.4 lbs
Dimensions (H x L x D)	2278 mm x 1133 mm x 35 mm	89.7 in x 44.6 in x 1.4 in
Maximum surface load (wind/snow)*	2400 Pa rear load / 5400 Pa front load	50.1 lb/ft² rear load / 112.8 lb/ft² front load
Hail impact resistance	ø 25 mm at 83 km/h	ø 1 in at 51.6 mph
Cells	144 Half cells - N-Type Silicon solar cell 182 mm x 91 mm	144 Half cells - N-Type Silicon solar cell 7.16 in x 3.58 in
Glass	3.2 mm high transmittance, tempered, anti-reflective coating	0.126 in high transmittance, tempered, anti-reflective coating
Cables and connectors (refer to installation manual)	1350 mm, ø 5.7 mm, EVO2 from Staubli	53.1 in, ø 0.22 in (12 AWG), EVO2 from Staubli
Backsheet	High durability, superior hydrolysis and UV resistance, multi-layer dielectric film, transparent PV backsheet	
Frame	Anodized Aluminum (Silver)	
Junction Box	UL 3730 Certified, IEC 62790 Certified, IP68 rated, 3 diodes	

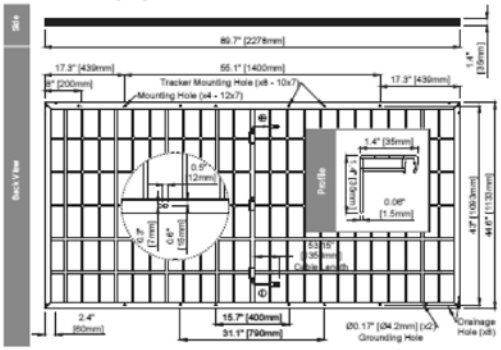
TEMPERATURE RATINGS	
Temperature Coefficient Isc	0.04 %/°C
Temperature Coefficient Voc	-0.24 %/°C
Temperature Coefficient Pmax	-0.29 %/°C
NOCT (± 2°C)	45 °C
Operating temperature	-40/+85 °C

WARRANTIES	
Module product workmanship warranty	25 years**
Linear power performance guarantee	30 years
	≥ 98% end 1st yr ≥ 94.7% end 12th yr ≥ 90.8% end 25th yr ≥ 89.3% end 30th yr

CERTIFICATIONS	
Product	UL 61215***, UL 61730***, CSA C22.2#61730***, IEC 61215***, IEC 61730***, IEC 61701 (Salt Mist Corrosion), IEC 62716 (Ammonia Corrosion), CEC Listing***, UL Fire Rating: Type 1
Factory	ISO9001:2015

SHIPPING SPECS	
Modules Per Pallet:	29
California (Pallets per load)	21
Others (Pallets per load)	22

* ⚠ Warning. Read the Safety and Installation Manual for mounting specifications and before handling, installing and operating modules.
** 12 year extendable to 25 years subject to registration and conditions outlined under "Warranty" at silfabsolar.com.
PAN files generated from 3rd party performance data are available for download at: silfabsolar.com/downloads.
*** Certification and CEC listing in progress.



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CPS

Datasheet

50/60 kW, 1000 Vdc String Inverters for North America

The 50 & 60 kW (55 & 66 kVA) medium-power CPS three-phase string inverters are designed for ground mount, large rooftop and carport applications. The units are high performance, advanced and reliable inverters designed specifically for the North American environment and grid. High efficiency at 98.8% peak and 98.5% CEC, wide operating voltages, broad temperature ranges and a NEMA Type 4X enclosure enable this inverter platform to operate at high performance across many applications.

The CPS 50/60KTL products ship with either the Standard Wire-box or the Rapid Shutdown Wire-box, each fully integrated and separable with touch-safe fusing, monitoring, and AC and DC disconnect switches. The integrated PLC transmitter in the Rapid Shutdown Wire-box enables PVRSS certified module-level rapid shutdown when used with APS RSD-S-PLC/RSD-D products. The CPS FlexOM Gateway enables monitoring, controls and remote product upgrades.

CPS SCA50KTL-DO/US-480
CPS SCA60KTL-DO/US-480

Key Features

- NEC 2017/2020 PVRSS certified for rapid shutdown
- 55 & 66 kVA rating allows max rated active power @ ±0.91 PF
- Selectable max AC apparent power of 50/55 kVA and 60/66 kVA
- NEC compliant and UL listed arc-fault circuit protection
- 15-90° mounting orientation for low profile roof installs
- Optional FlexOM Gateway enables remote firmware upgrades
- Integrated AC and DC disconnect switches
- 3 MPPTs with 5 inputs each for maximum flexibility
- NEMA Type 4X outdoor rated enclosure
- UL 1741-SA certified to CA Rule 21, including SA8 - SA18
- UL 1741-SB and IEEE 1547-2018 certified
- Separable wire-box design for fast service
- Standard 10-year warranty with extensions up to 20 years

50/60KTL Standard Wire-box

50/60KTL Rapid Shutdown Wire-box

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1380 Presidential Drive, Suite 100, Richardson, TX 75081
Tel: 855-584-7168 Mail: AmericaSales@chintpower.com Web: www.chintpowersystems.com

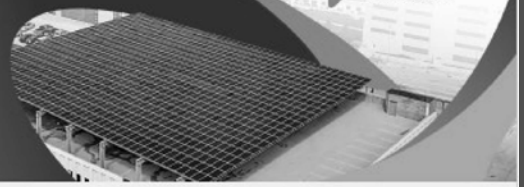
CPS

Technical Data

Model Name	CPS SCA50KTL-DO/US-480	CPS SCA60KTL-DO/US-480
DC Input		
Max. PV power	90 kW (33 kW per MPPT)	
Max. DC input voltage	1000 Vdc	
Operating DC input voltage range	200-950 Vdc	
Start-up DC input voltage / power	330 V / 80 W	
Number of MPP trackers	3	
MPPT voltage range @ PF>0.99	480-850 Vdc	540-850 Vdc
Max. PV short-circuit current (Isc x 1.25)	204 A (68 A per MPPT)	
Number of DC inputs	15 inputs, 5 per MPPT	
DC disconnection type	Load-rated DC switch	
DC surge protection	Type II MOV	
AC Output		
Rated AC output power @ PF>0.99 to ±0.91[1]	50 kW	60 kW
Max. AC apparent power (selectable)	50 / 55 kVA	60 / 66 kVA
Rated output voltage	480 Vac	
Output voltage range[2]	422 - 528 Vac	
Grid connection type	3Φ / PE / N (Neutral optional)	
Max. AC output current @ 480 Vac	60.2 / 66.2 A	72.2 / 79.4 A
Rated output frequency	60 Hz	
Output frequency range[2]	57 - 63 Hz	
Power factor	>0.99 (±0.8 adjustable)	
Current THD @ rated load	<3%	
Max. fault current contribution (1 cycle RMS)	64.1 A (1.06/0.88 PU)	
Max. OCPD rating	110 A	125 A
AC disconnection type	Load-break rated AC switch	
AC surge protection	Type II MOV	
System and Performance		
Topology	Transformerless	
Max. efficiency	98.8%	
CEC efficiency	98.5%	
Stand-by / night consumption	<1 W	
Environment		
Enclosure protection degree	NEMA Type 4X	
Cooling method	Variable speed cooling fans	
Operating temperature range[3]	-22°F to +140°F / -30°C to +60°C	
Non-operating temperature range[4]	No low temp minimum to +158°F / +70°C maximum	
Operating humidity	0 to 100%	
Operating altitude	13123 ft / 4000 m (derating from 9843 ft / 3000 m)	
Audible noise	<60 dBA @ 1 m and 25°C	
Display and Communication		
User interface and display	LCD+LED	
Inverter monitoring	SunSpec, Modbus RS485	
Site-level monitoring	CPS FlexOM Gateway (1 per 32 inverters)	
Modbus data mapping	CPS	
Remote diagnostics / firmware upgrade functions	Standard / (with FlexOM Gateway)	
Mechanical		
Dimensions (H x W x D)	39.4 x 23.6 x 10.24 in (1000 x 600 x 260 mm)	
Weight	Inverter: 123.5 lbs (56 kg); Wire-box: 33 lbs (15 kg)	
Mounting / installation angle[5]	15 to 90 degrees from horizontal (vertical or angled)	
AC termination	M8 stud type terminal block (wire range: #6 - 3/0 AWG CU/AL; lugs not supplied)	
DC termination[6]	Screw clamp, neg. busbar (RSD version[6]) wire range: #14 - #6 AWG CU	
Fused string inputs (5 per MPPT)[7]	RSD[6] and Standard Wire-box: 20 A fuses provided (fuse values up to 30 A acceptable)	
Safety		
Certifications and standards	UL 1741-SA/SB Ed. 3, UL 1699B, UL 1998, CSA-C22.2 NO.107.1-01, IEEE 1547-2018, FCC PART15	
Selectable grid standard	IEEE 1547a-2014, IEEE1547-2018[8], CA Rule 21, ISO-NE, HECO	
Smart-grid features	Volt-RideThru, Freq-RideThru, Ramp-Rate, Specified-PF, Volt-VAR, Freq-Watt, Volt-Watt	
Warranty		
Standard	10 years	
Extended terms	15 and 20 years	

1) Active power derating begins at PF = ±0.91 to ±0.80 when max AC apparent power is set to 55 or 66 kVA.
2) The "output voltage range" and "output frequency range" may differ according to the specific grid standard.
3) Active power derating begins at 40°C when PF = ±0.9 and MPPTxVmin; at 45°C when PF = 1 and MPPTxVmin; and at 50°C when PF = 1 and MPPTx700 Vdc.
4) See user manual for further requirements regarding non-operating conditions.
5) Shade cover accessory required for installation angles of 75 degrees or less.
6) RSD wire-box only includes fuses and fuse holders on the positive polarity, compliant with NEC 2017/2020.
7) Fuse values above 20 A have additional spacing requirements or require the use of the Y-Comb Terminal Block. See user manual for more details.
8) Firmware version 1.7.0 or later required.

Garage Canopy



Building a solar canopy on top of a parking garage is an effective way to increase the presence of renewable energy systems in urban environments. Beyond the benefit of solar, canopies also provide shading for vehicles parked on the top level of the garage. Canopy structures are designed to be minimally invasive, meaning existing parking spaces will not be impacted in any way.

Collaborative Design

- With backgrounds in architectural engineering, our team of designers is there to assist you beginning at the conceptual design phase of a project.
- Whether the project is being planned on an existing parking garage or one that is going to be constructed, our team can generate custom design specifications to be meet any unique project requirements.
- In collaboration with our experienced project management team, we can run through multiple design options on a project to achieve a specific project goal.
- As licensed structural engineers, our team can provide signed and sealed drawings, along with any other documentation required for permitting.

Full Project Support Staff

- Customized features such as underdecking, water management, and finishing can transform any structure into an aesthetic focal point.
- Our scope of services can include full structural installation, beginning at the columns and all the way through attaching PV modules.
- Dedicated project managers provide material delivery and installation schedules, along with daily construction updates throughout the process.
- Structural installation is minimally invasive, allowing parking garages to remain operational during construction.

AlsoEnergy

The operating system for the grid of the future

AlsoEnergy Commercial & Industrial Solution

Pull all data onto a single, shared platform for a 360° view of project and portfolio performance and the power to optimize outcomes.

Optimize energy harvest
- Improve understanding of projects and portfolios
- Identify and address areas of low performance
- Utilize advanced diagnostics and analytics

Streamline workflow
- Integrate project design data, track activities, report on performance
- Extend to all management systems
- Stay connected with mobile apps

Avoid unnecessary costs
- Identify and address high-impact issues first
- Automate repetitive tasks
- Avoid truck rolls leveraging smart two-way communications technology

Maximize value

Hone in on key performance indicators to manage project lifecycles and portfolios more effectively

Optimize financial process
- Combined financial and management data
- Unified recordkeeping
- On-the-fly analysis

Simplify accounting
- Protect assets
- Improve performance
- Monitor entire chain of responsibility

Mitigate risk
- Manage risk and compliance
- Cross-portfolio analysis
- Audit trails to maintain data quality

Keep collaborative work on track and under control

Share the latest information to eliminate resource waste.

Expert support
- Accelerate innovation
- Easy, flexible implementation
- On-site, cloud resources

Future-proof platform
- Work with Big Data
- Stable and reliable architecture
- Enable partnerships and integrations

3rd-party resource management
- Streamline process
- Take advantage of proactive intervention
- Analyze and understand drivers of profitability

One comprehensive view of the entire asset portfolio

Increase productivity and reduce maintenance costs.

Maximum resource uptime
- Pinpoint and address areas of low performance
- Drive maintenance with CMMS
- Analyze and identify poor performance trends early

Exception-based alerting
- Real-time insight, anywhere, anytime
- Minimized nuisance alerts
- Automated or on-demand reports

Management mapping
- Achieve high-performance verification
- Flag deficiencies instantly
- Collaborate throughout the organization

Transform and modernize the supply chain

Open pathways for real-time feedback and resource optimization

Seamless procurement
- End-to-end business process
- Streamline and automate documentation
- Adapt to engineering changes quickly

Optimized commissioning, installation
- Increase productivity
- Reduce waste
- Manage project risk

Specialized C&I service
- Control solutions for C&I sites that need active management
- Accelerate plant validation
- Automate performance analytics

Harmonize data to attain operational excellence

Knock down data silos, bringing all project and portfolio information together to form a single version of the truth.

Practice proactive management
- Empower users to manage large portfolios
- Identify and apply corrective actions quickly
- Tie costs back to specific events

Control the health of your portfolio
- Rapid response time
- Notifications on occurrence or schedule
- Device, plant, or portfolio-level diagnosis

Run the business your way
- Custom displays to match business needs
- A single platform to manage all sites
- Third-party software integration

Intelligent planning, maintenance and documentation

Get the right information to the right person at the right time for efficient service in the field.

Act quickly and efficiently
- Simplify processes
- Schedule and report on tickets directly
- Use field technician-focused mobile app

Accurate alerts
- Scheduled maintenance or an immediate truck roll
- Priority for maintenance technician activities
- Easy alert-to-ticket creations

Specialized customer support
- Remote and on-site training
- Localized support from regional offices
- Extensible architecture supports third-party integration

Maximize value with actionable insights

Drive process innovation to make better decisions faster

Flexible technology platform
- Extend solutions around machine learning, other emerging technologies
- Scale up service as your business grows
- Expand built-in performance modeling capability

Optimized design
- Detailed historical and real-time analysis
- Rapid retrieval of commonly used charts and reports

Unparalleled decision support
- View projects and portfolios from all angles
- Leverage real-time data
- Increase productivity

To find out more or schedule a demo, contact us at alsoenergy.com

AlsoEnergy Commercial & Industrial

Solution Components

Software
- PowerTrack Web
- Analytics
- Diagnostics
- Reports
- PowerTrack Mobile
- CMMS Solutions
- Asset Management Solutions
- Portfolio Aggregation Solutions
- Public displays
- Cybersecurity and remote access solutions
- Export control supervisory dashboards

Hardware
- PowerLogger 1000 / dataloggers
- Weather stations / sensors
- Revenue-grade meters
- Field I/O
- Site Controllers
- UPS
- Cell modem & plan
- Networking equipment
- Weatherproof enclosures

Professional Services
- Expert support
- Portfolio aggregation / site migration
- Hardware testing, configuration, assembly support
- Hardware warranty management
- Third-party hardware integration
- Third-party API app integration
- Agency reporting
- Software configuration and customization
- System modeling
- System engineering
- On-site or remote commissioning support
- Switchgear interfacing
- Telemetry
- Project management
- Project consultation and planning
- Deployment and implementation management
- SCADA system design

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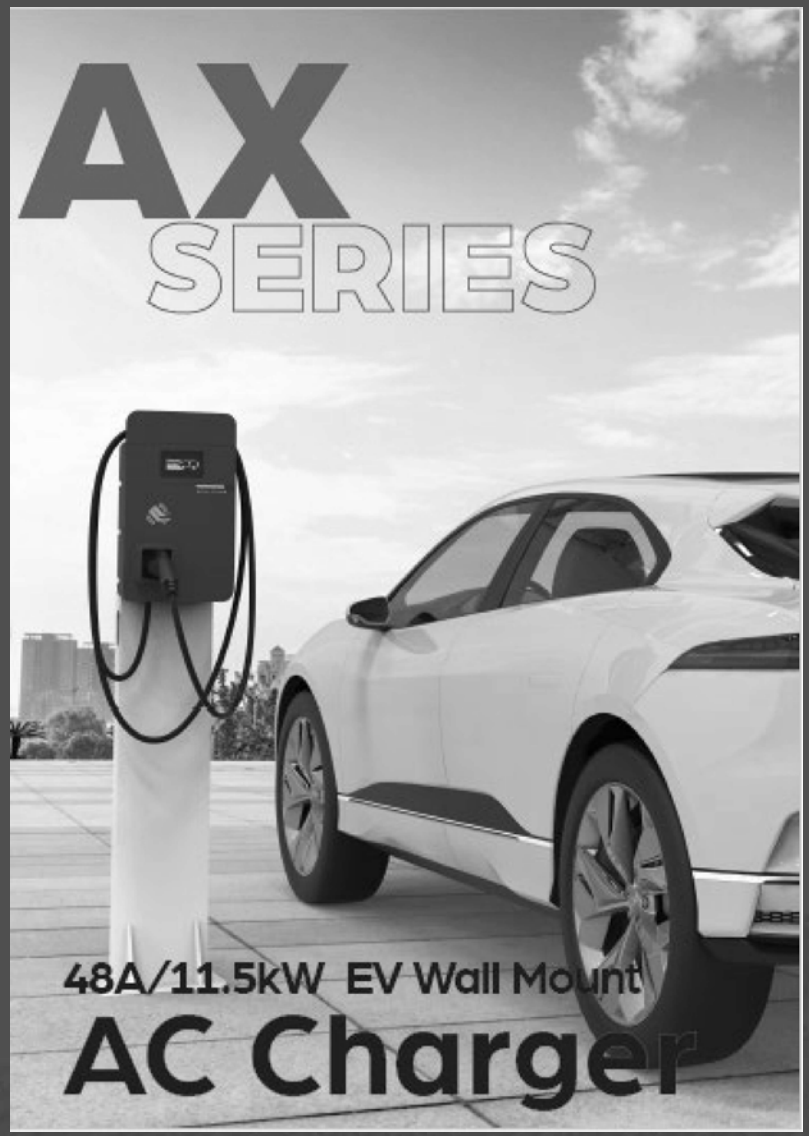


ZEROVA

FEATURES

- Residential and Commercial EV Charging
- Wired/Wireless Connection for Central Management System
- Supports RFID Card, QR Code and Optional Third Party Payment System
- Input: 200Vac~240Vac
- Modern, Ergonomic and Customizable Design
- 5-Inch LCD Display, Optional Non-Display
- IP56/NEMA 4 Rated for Indoor/Outdoor Applications
- Charging Interface: SAE J1772 (Type 1)/IEC 62196-2 (Type 2)
- OCPP 1.6 JSON (Upgradeable to 2.0 OTA)
- ISO 15118 Protocol (Plug&Charge, Bi-Directional)
- OCPP or Local Load Management (Parent/Child)
- Over the Air Technology
- Energy Star, CTEP and NTEP (NIST Handbook 44)

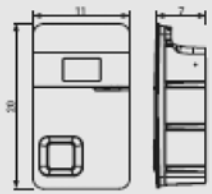
For information on the optional pedestal, please refer to the accessory section.

INDUSTRY

Residential/MUD | Commercial | Retail | Parking + Fleet

EV WALL MOUNT
AC CHARGER

SPECIFICATION

Model Name	AXLU111
Safety	UL/Cul
Outline (in)	

Power Specification

AC Input	Input Rating	Single Phase: 200~240Vac
	AC Input Connection	L1, L2, GND or L, N, PE
	Input Current	48A
	Frequency	50Hz/60Hz
AC Output	Output Current	48A

User Interface & Control

Display	LED Indicator (Standard), 5" LCD Display (Optional)
User Authentication	RFID, Smart Phone App, QR Code Optional Third Party Payment System
Meter	Meter IC (1% Accuracy)

Communication

Vehicle to Grid Communication Interface	ISO 15118 (Plug&Charge, Bi-Directional)
Network Interface	Ethernet + Wi-Fi (IEEE802.11 b/g/n) (standard) Ethernet + Wi-Fi (IEEE802.11 b/g/n) + 4G (optional)
Charging Protocol	OCPP 1.6 JSON (Upgradeable to 2.0 OTA)

ZEROVA

Environmental

Operating Temperature	-22ºF~122ºF (-30ºC to +50ºC)
Humidity	< 85% (RH) @122ºF (50ºC)
Altitude	≤6562ft (2000m)
IP Level	NEMA TYPE 4/IK08
Cooling Method	Natural Cooling

Mechanical

Dimensions (WxDxH)	11 x 7 x 20in (280 x 178 x 508mm)
Weight	<22lbs (10kg)
Cable Length	16.4ft (5m) or 25ft (7.5m) with Optional Cable Management

Protection

RCD/CCID	CCID 20
Input	UVP; OVP; Surge Protection, Ground Fault
Output	OCP; Control Pilot Fault, Residual Current Protection
Internal	OTP; Relay Welding Detection, CCID Self-Test, MCU Function Fault Detection

Regulation

Certification	UL2594, UL2231-1/-2 Energy Star CTEP NTEP (NIST Handbook 44)
Wireless Certification	FCC/IC
Charging Interface	SAEJ1772 Type 1 Plug

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Project Statement

SECTION 1: PROJECT DETAILS

Consultant	Centrica Business Solutions Services Inc. (CBSS) – Formerly SmartWatt Energy, Inc.
National Grid Entity	Niagara Mohawk Power Corporation
Project ID	20230411
Project Name	Albany County Energy Conservation Project Implementation – MVP Arena
Start Date	December 10, 2024
End Date	December 10, 2026
Total Approximate Cost [USD$]	$7,921,747.00
Master Services Agreement	Master Services Agreement between National Grid and Centrica Business Solutions Services Inc. (CBSS) – Formerly SmartWatt Energy, Inc. effective August 5, 2015

SECTION 2: PROJECT AUTHORIZATION

National Grid and Service Firm hereby acknowledge and agree to the terms of this Project Statement and to the performance of the Services and provision of the Deliverables specified in this Project Statement by Consultant for and on behalf of National Grid in accordance with the terms and conditions of the Master Services Agreement.

Attached Herein:

- National Grid and Centrica Business Solutions Services Inc. Proposal No. 20241114 submitted to the Albany County, NY
- Albany County IGA Acceptance Letter dated November 14, 2024

Authorizations:

Becky Badalato UESC Project Administrator, National Grid		Date
	Signature	Date

Proposal for an Energy Conservation Project Implementation at

Albany County, NY

National Grid Proposal Number: 20241114

SUBMITTED TO

Albany County
112 State St
Albany, NY 12207

PROPOSAL SUBMITTED BY

nationalgrid

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www.nationalgridus.com

and

centrica

Business Solutions

National Grid USA Service Co. on behalf of the
Niagara Mohawk d.b.a. National Grid
1125 Broadway
Albany, NY 12204

November 14, 2024

1. INTRODUCTION

National Grid is pleased to offer this proposal for the energy conversation project implementation for the Albany County through the Utility Energy Services Contract (UESC) Program. The UESC Program gives municipalities the opportunity to meet energy conservation goals by expeditiously implementing economically viable energy efficiency projects that reduce energy and water consumption.

National Grid selected a Sub-Contractor, Centrica Business Solutions Services Inc. (CBSS) Formerly SmartWatt Energy, Inc. ("SmartWatt"), per the direction of the County. CBSS performed an Investment Grade Audit (IGA) that was completed on November 11, 2024. The findings of the IGA indicate that Albany County facility located at 100 Beaver St Albany, NY 12207 is an ideal candidate for an energy conservation project. The IGA has identified first year energy cost savings of $168,392.

2. PROJECT ORGANIZATION

The proposed IGA may, at the Albany County option, be implemented in accordance with the conditions described in the attached Master Agreement for Energy Conservation and Management Services ("Master Agreement"). All terms and conditions shall be as listed in the Master Agreement unless modified by the Task Order as discussed below. For this project, National Grid intends to subcontract the services described in Attachment A to CBSS (Formerly SmartWatt). CBSS will sub-contract portions of the required services subject to approval of the customer.

3. TECHNICAL PROPOSAL

a. Scope of Service

National Grid proposes to install the three (3) Facility Improvement Measure (FIMs) described in the attached Investment Grade Audit dated 11/11/2024 as Attachment B. The total cost of the project will be $7,921,747. The scope of services will be performed at the following facility at Albany County:

MVP Arena Parking Garage: 100 Beaver St Albany, NY 12207

The IGA analysis included energy savings projections using accepted calculation methodologies, in-house and subcontractor installation pricing, and FIM specifications and design documentation. The FIMs included in the IGA are summarized in the following table:

FIM #	Measure
1	Install Canopy Mounted Solar PV Array
2	Lighting Improvements

3	EV Charging Stations and Infrastructure

More detail on all proposed FIMs can be found in the IGA under Attachment B.

After evaluation and acceptance of the IGA, Albany County has elected to proceed with the Implementation Phase. Prior to proceeding, the parties shall agree upon a statement of work necessary for the engineering, design, and implementation of FIMs, a time frame for completion of the work, and price or cost cap. Albany County will roll the costs of the IGA into the implementation phase.

Overall Program Phases

Phase I (complete)	Preliminary Audit	**No Cost**
Phase II (complete)	Investment Grade Audit a) Cost estimating and effectiveness b) Preliminary detailed design.	**$43,000– Included in final project cost**
Phase III	**Implementation:** **a) Detailed Engineering & Design** **b) Procurement** **c) Construction**	**$7,921,747 (Including IGA cost)**

b. Proposal Costs

Estimated sub-contractor costs for Phase III	$7,710,875
National Grid UESC Administrative Expense	$210,872
Total Phase III Cost	$7,921,747

4. OTHER

a) Task Order or Contract

The Task Order shall be approved by County Legislature after both Albany County and National Grid review and approve the necessary documents for this project. All documents relating to this project can be either e-mailed or mailed to:

Albany County
112 State St
Albany, NY 12207

Attention: Lucas Rogers
Economic Development Sustainability Coordinator
Phone: 518.447.5566
Email: lucas.rogers@albanycountyny.gov

For National Grid:
21265 NYS Route 232
Watertown, NY 13601

Attention: Becky Badalato
Business Development Manager
E-mail: becky.badalato@nationalgrid.com
Phone: (315) 785-7227

Payment Terms

Albany County has selected to fund the project by cash. Once the project statement has been executed, Vendor will begin construction. Vendor bills using percent complete invoicing based on the reflected schedule of completion.

Upon completion of the project:

a) Vendor shall pay the full National Grid fee of $210,872
b) Vendor shall pay National Grid's fee based on schedule of completion in the form of progress payments

5. PROPOSER QUALIFICATIONS

Corporate Profiles

National Grid - National Grid is an international energy delivery company. In the U.S., National Grid delivers electricity to approximately 3.3 million customers in Massachusetts, New Hampshire, New York, and Rhode Island, and manages the electricity network on Long Island under an agreement with the Long Island Power Authority (LIPA). It is the largest distributor of natural gas in the northeastern U.S., serving approximately 3.4 million customers in Massachusetts, New Hampshire, New York and Rhode Island. National Grid also owns over 4,000 megawatts of contracted electricity generation that provides power to over one million LIPA customers. National Grid offers nationally recognized energy conservation programs which have been recognized as EPA's Energy Star 2010 partner of the year.

Centrica Business Solutions Services Inc. (CBSS) - Formerly SmartWatt Energy Inc. - Is a leading nationwide provider of turnkey energy-efficiency solutions. We are dedicated to lowering businesses' operational costs through demand-side energy reduction strategies. CBSS provides whole building energy assessments and implements renewable energy systems, lighting upgrades, control system enhancements, variable frequency drive (VFD) upgrades, HVAC enhancements and other energy conservation measures to help commercial, industrial, institutional, and government customers and utilities meet their sustainability goals. CBSS also maintains status as a National Grid tier one partner and an approved contractor on National Grid's ProNet program.

For National Grid

Sincerely,

Becky Badalato
Business Development Manager

centrica
Business Solutions

Attachment A

Becky Badalato
National Grid
21265 NYS Route 232
Watertown, New York 13601

November 14, 2024

Subject: IGA Implementation Proposal for Albany County

Dear Becky;

On behalf of Centrica Business Solutions Service Inc. (CBSS) - Formerly SmartWatt Energy, Inc., I am pleased to submit herewith our proposal to perform the implementation of the findings within the attached Investment Grade Audit (IGA) at Albany County. The scope of work is based on the IGA presented to Albany County on November 11, 2024. Through discussions with you and County staff we have confirmed the final Facility Improvement Measures (FIMs) to be installed under this implementation phase of work.

Project Overview:
Albany County has authorized National Grid to proceed with implementation of an energy savings project as described in the IGA conducted by Centrica Business Solutions Services Inc. (Formerly SmartWatt) dated November 11, 2024.

CBSS is pleased to submit herewith its formal Firm Fixed Price IGA valued at $7,710,875 covering implementation as defined under the attached Scope of Work (SOW).

CBSS is pleased to have the opportunity to partner with National Grid, and we eagerly anticipate working with you on this phase of the Albany County Energy Conservation Project. CBSS is looking forward to demonstrating to Albany County and National Grid our depth of experience and expertise in developing comprehensive energy solutions.

CBSS appreciates this opportunity and looks forward to a long and mutually beneficial relationship with National Grid. Please feel free to contact the undersigned should you have any questions concerning the attached.

Sincerely,

Mitch Tombs
Senior Account Executive
Centrica Business Solutions Services Inc. (CBSS) - Formerly SmartWatt Energy, Inc.
Cell: 315.532.7584
Email: Mitch.Tombs@Centrica.com

Project Management/Implementation Overview

Geoff Frey, Senior Project Manager, at CBSS will have the overall responsibility for managing and executing the construction phase of this project. The table below lists the major milestones for this project. The dates below are approximate. A detailed WBS will be provided as part of the Project Management Plan presented during the construction phase.

Task Name	Duration	Start	Finish
Albany County MVP Arena Solar and EV Charging	371 days	Mon 9/9/24	Tue 2/24/26
Contract Issuance	69 days	Mon 9/9/24	Mon 12/16/24
Interconnection (Ngrid) Pre-Work	329 days	Mon 9/9/24	Fri 12/26/25
Engineering	45 days	Tue 12/17/24	Thu 2/20/25
Contracts	60 days	Tue 12/17/24	Thu 3/13/25
Submittals	105 days	Thu 1/30/25	Fri 6/27/25
Permitting	60 days	Thu 1/30/25	Thu 4/24/25
Major Equipment Procurement	205 days	Fri 2/21/25	Thu 12/11/25
Construction	165 days	Fri 5/23/25	Fri 1/16/26
Interconnection	10 days	Mon 1/19/26	Fri 1/30/26
Commission and Billing Setup	10 days	Mon 2/2/26	Fri 2/13/26
Close Out	17 days	Mon 2/2/26	Tue 2/24/26

Scope of Work

Please see Attachment B (Albany County – Investment Grade Audit).

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Project Statement

SECTION 1: PROJECT DETAILS

Consultant	Centrica Business Solutions Services Inc. (CBSS) – Formerly SmartWatt Energy, Inc.
National Grid Entity	Niagara Mohawk Power Corporation
Project ID	20230411
Project Name	Albany County Energy Conservation Investment Grade Audit – MVP Arena [Contract No. 2023-975]
Start Date	April 11, 2023
End Date	December 31, 2023
Total Approximate Cost [USD$]	$43,000
Master Services Agreement	Master Services Agreement between National Grid and SmartWatt Energy, Inc. effective August 5, 2015

SECTION 2: PROJECT AUTHORIZATION

National Grid and Service Firm hereby acknowledge and agree to the terms of this Project Statement and to the performance of the Services and provision of the Deliverables specified in this Project Statement by Consultant for and on behalf of National Grid in accordance with the terms and conditions of the Master Services Agreement.

Attached Herein:

- National Grid and Centrica Business Solutions Services Inc. Proposal No. 20230411 submitted to the County of Albany, NY

Authorizations:

Becky Badalato UESC Project Administrator, National Grid	Becky Badalato	Date **5/3/23**
Daniel P. McCoy, County Executive -or- Daniel C. Lynch, Deputy County Executive	Signature	4/26/2023 Date

Proposal for an Energy Conservation Investment Grade Audit at

Albany County, NY

National Grid Proposal Number: 20230411

SUBMITTED TO

Albany County
112 State St.
Albany, NY 12207

PROPOSAL SUBMITTED BY

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and

centrica

Business Solutions

National Grid USA Service Co. on behalf of the
Niagara Mohawk d.b.a. National Grid
1125 Broadway
Albany, NY 12204

April 11, 2023

1. INTRODUCTION

National Grid is pleased to offer this proposal for an Investment Grade Audit (IGA) for Albany County through the Utility Energy Services Contract (UESC) Program. The UESC Program gives municipalities the opportunity to meet conservation goals by expeditiously implementing economically viable energy efficient projects that reduce energy and water consumption.

National Grid selected a Sub-Contractor, Centrica Business Solutions Services Inc. (CBSS) Formerly SmartWatt Energy, Inc. ("SmartWatt"), per the direction of the County. The County facility located at 51 S Pearl St Albany, NY 12207 is an ideal location for an energy conservation project. The project would provide potential energy and and any applicable maintenance cost savings all of which are potentially economically acceptable under generally accepted criteria for UESC projects.

2. PROJECT ORGANIZATION

The proposed IGA may, at the Albany County option, be implemented in accordance with the conditions described in the attached Master Agreement for Energy Conservation and Management Services ("Master Agreement"). All terms and conditions shall be as listed in the Master Agreement unless modified by the Task Order as discussed below. For this project, National Grid intends to subcontract the services described in Attachment A to CBSS. CBSS may or may not sub-contract portions of the required services subject to approval of the customer.

3. TECHNICAL PROPOSAL

a. Scope of Service

The Investment Grade Audit will be performed at (1) location: 51 S. Pearl St Albany, NY 12207 in Albany County. The IGA will focus on multiple Facility Improvement Measures (FIMs). The IGA analysis will generally include energy savings projections using accepted methodologies, installed cost estimates suitable for budget preparation, basic specifications and preliminary design documentation. The FIMs to be analyzed are summarized in the following table:

FIM #	Measure
1	Install Canopy Mounted Solar PV Array
2	Lighting Improvement
3	EV Charging Stations

After evaluation and acceptance of the IGA, Albany County may elect to proceed with the Implementation Phase. Prior to proceeding, the parties shall agree upon a statement of work necessary for the engineering, design, and implementation of FIMs, a time frame for completion of the work, and price or cost cap. Albany County will include the costs of the IGA in the implementation phase.

Overall Program Phases

Phase I (complete)	Preliminary Audit	No Cost
Phase II	Investment Grade Audit	$43,000
Phase III	Implementation: a) Detailed Engineering & Design b) Procurement c) Construction	At cost – Final Payment. Final payment may be financed as discussed on Page 5.

b. Proposal Costs

Estimated sub-contractor costs for the IGA	$41,710
National Grid UESC Administrative Expense	$1,290
Total IGA Cost	$43,000

The total cost of the Investment Grade Audit shall not exceed $43,000. The pricing in this proposal is valid for 60 days unless extended by mutual agreement.

IGA Delivery Schedule

The IGA is expected to be completed within approximately 180 business days from the date of contract or Task Order authorization, assuming reasonable access to the facilities, equipment, Albany County facilities staff and energy data. CBSS will work closely with the Albany County staff and will provide regular updates on project progress unless an update meeting is canceled by representative staff.

The purpose of the IGA report is to provide sufficient information for Albany County to proceed with implementation of the selected measures. The information provided will include, but not be necessarily limited to, that information required in order to support the following:

- Firm fixed costs for scope of work and the cost effectiveness of the measures selected for analysis, individually and in combination
- Determine the detailed facility interface requirements
- Prepare a Final Project Budget
- Provide a scope for the removal of hazardous materials that may be present that would require removal prior to the installation of any measures that are part of this project. No hazardous material removal or sampling will be included as any part of the IGA or any following Phases of the program.

A detailed description of the IGA appears in Attachment "A". The project plan for implementation will be based on a written proposal to be provided at the completion of the IGA.

4. OTHER

a) Task Order or Contract

The Task Order shall be approved by the County Executive after both Albany County and National Grid review and approve the necessary documents for this project. All documents relating to this project can be either e-mailed or mailed to:

County of Albany
112 State St
Albany, NY 12207

Attention: Lucas Rogers
Economic Development and Sustainability Coordinator

E-mail: lucas.rogers@albanycountyny.gov
Phone: (518)-447-5566

For National Grid:
21265 NYS Route 232
Watertown, NY 13601

Attention: Becky Badalato
Business Development Manager
E-mail: becky.badalato@nationalgrid.com
Phone: (315) 785-7227

Payment Terms

Upon receipt of the IGA Albany County shall either:

a) Commence good faith negotiations for a 90-day period with National Grid and agree to move forward with the Implementation Task Order to complete all or a portion of the FIMs identified in the IGA. The IGA cost identified in Section 3.b will be included in the cost associated with the Implementation Task Order;
b) Elect not to enter into a Master Agreement to implement all or a portion of the FIMs identified in the IGA and pay National Grid the amount of $43,000 within 30 days of receipt of the proposal in order to compensate National Grid and CBSS for the time and expense incurred in developing the IGA.

5. PROPOSER QUALIFICATIONS

Corporate Profiles

National Grid - National Grid is an international energy delivery company. In the U.S., National Grid delivers electricity to approximately 3.3 million customers in Massachusetts, New Hampshire, New York, and Rhode Island, and manages the electricity network on Long Island under an agreement with the Long Island Power Authority (LIPA). It is the largest distributor of natural gas in the northeastern U.S., serving approximately 3.4 million customers in Massachusetts, New Hampshire, New York and Rhode Island. National Grid also owns over 4,000 megawatts of contracted electricity generation that provides power to over one million LIPA customers. National Grid offers nationally recognized energy conservation programs which have been recognized as EPA's Energy Star 2010 partner of the year.

Centrica Business Solutions Services Inc. (CBSS) - Formerly SmartWatt Energy Inc. - Is a leading nationwide provider of turnkey energy-efficiency solutions. We are dedicated to lowering businesses' operational costs through demand-side energy reduction strategies. CBSS provides whole building energy assessments and implements renewable energy systems, lighting upgrades, control system enhancements, variable frequency drive (VFD) upgrades, HVAC

enhancements and other energy conservation measures to help commercial, industrial, institutional, and government customers and utilities meet their sustainability goals. CBSS also maintains status as a National Grid tier one partner and an approved contractor on National Grid's ProNet program.

For National Grid

Sincerely,

Becky Badalato

Business Development Manager

centrica
Business Solutions

Attachment A

Becky Badalato
National Grid
21265 NYS Route 232
Watertown, New York 13601

April 11, 2023

Subject: Investment Grade Audit Proposal for Albany County

Dear Becky,

On behalf of Centrica Business Solutions Services Inc. (CBSS) - Formerly SmartWatt Energy, Inc., I am pleased to submit herewith our proposal to perform an Investment Grade Audit (IGA) at the Albany County. The scope of work includes multiple energy conservation measures. Through discussions with you and County staff we have confirmed the anticipated Facility Improvement Measures (FIMs) to be addressed under this phase of work.

Project Overview:
Albany County has authorized National Grid to request that CBSS to perform an IGA for the implementation of many Facility Improvement Measures (FIMs) at the Albany facility located at 51 S. Pearl St Albany, NY 12207.

CBSS is pleased to submit herewith its formal Firm Fixed Price Proposal valued at $41,710 covering performance of an Investment Grade Audit as defined under the attached Scope of Work (SOW). This SOW will act as the baseline for the development of a Design-Build Energy Conservation Project.

CBSS is pleased to have the opportunity to partner with National Grid, and we eagerly anticipate working with you on this phase of the Albany County Energy Conservation Project. CBSS is looking forward to demonstrating to Albany County and National Grid our depth of experience and expertise in developing comprehensive energy solutions.

CBSS appreciates this opportunity and looks forward to a long and mutually beneficial relationship with National Grid. Please feel free to contact the undersigned should you have any questions concerning the attached.

Sincerely,

Mitch Tombs
Account Executive
Centrica Business Solutions Services Inc. (CBSS) - Formerly SmartWatt Energy, Inc.
Cell: 315.532.7584
Email: Mitch.Tombs@Centrica.com

Investment Grade Audit Overview

The objective of the Investment Grade Audit is to analyze Facility Improvement Measures (FIMs) at the building served to make the buildings more energy efficient with improved environmental conditions for the occupants.

The IGA report will contain projections of energy and cost savings to be obtained at the facility as a result of the installation or implementation of the FIMs identified. The savings calculations will document assumptions, projections, and baselines that best represent the true value of future energy or operational savings for the facility, including marginal cost for each unit of energy savings (e.g., $/kWh) at the time the audit is performed; adjustments to the baseline to reflect current conditions at the facility compared to the historic base period; calculations that account for the interactive effects of the recommended FIMs, etc. The report will clearly describe how utility tariffs were used (where applicable) to calculate savings for all FIMs identified. The report will describe CBSS's plan for installing or implementing the measures in the Facility, including all anticipated costs associated with the installation and implementation.

During the performance of the IGA, an inventory of electric equipment and lighting technologies will be performed, and nameplate information documented.

CBSS will conduct interviews with Facility operation and maintenance staff regarding the Facility's operation and occupancy patterns.

CBSS shall examine the most recent 24 months of utility bills and establish Base Year consumption for electricity and fossil fuels. CBSS will also require interval data from the customer. CBSS will consult with Facility staff and account for any unusual or anomalous utility bills that may skew Base Year consumption from a reasonable representation.

An analysis of the energy consumption and cost will be provided in the audit report. Common billing units (e.g., kWh, therms, and gallons) will be provided as well as BTUs and cost for each fuel source, if applicable. A monthly summary of energy usage and costs will be provided. A summary of the building including type of facility (primary use), square footage, and general construction description will be included in the report. A list of major facility energy using equipment will be provided.

Investment Grade Audit Scope of Work

CBSS shall provide a detailed study to determine whether a building multi-measure upgrade is feasible. This study will provide the information described below:

A. IGA Development Tasks

a. Structural Analysis of structure to verify the appropriate support of solar PV array system
b. Audits of energy consumption to establish baseline data for the target scope, including estimated energy and cost savings, and proposed installation costs.
c. Energy savings calculations, including all assumptions and detailed spreadsheet calculations showing how savings were determined.
d. Written narrative of each feasible FIM describing equipment to be removed or replaced, and new equipment to be installed. Typical specifications will be provided for new major equipment items including catalog cut sheets and pertinent equipment parameters such as: power rating, estimated energy consumption, input/output, power ratio, locations, maintenance requirements, etc.
e. Preliminary (10%) Conceptual Designs, except as otherwise noted, for all mechanical and electrical changes to existing systems, (designs will not be required for scope involving only component replacement).

f. Total estimated FIM Cost (engineering, design, construction, and other costs required over the life of the payback term).

g. Breakdown of financial incentives for each FIM.

h. Estimated annual energy and operations and maintenance current costs and savings as applicable for each FIM.

B. *Site Investigation*

a. Make an in-depth field investigation to determine the actual conditions and work requirements necessary.

b. Furnish all labor, material, transportation and equipment necessary to make the survey and field investigation.

c. Obtain the data by visiting the site, consulting with Albany County's technical representative(s), and by other action as necessary, to develop accurate and complete information.

d. Be responsible for obtaining record drawings from the Albany County.

C. Potential Investment Grade Audit Report Index

a. EXECUTIVE SUMMARY
   i. Project Overview
   ii. Summary of FIMs Proposed
   iii. Project Guidelines and Goals
   iv. Utility Incentives Summary
   v. Environmental Benefits
   vi. Other Measures Considered but not Recommended

b. FACILITY DESCRIPTION AND UTILITY USAGE OVERVIEW
   i. Facility Location(s)
   ii. Facility Overview (building and equipment summary)
   iii. Annual Energy Usage and Cost Summary
   iv. Utility Rate Review (overview of tariffs and rates to be used in calculations)
   v. Utility Baseline
   vi. Reconciliation of Usage to Baseline (unusual findings)
   vii. Utility Benchmarking (e.g., EnergyStar Portfolio Manager)

c. FIM DESCRIPTIONS
   i. Title
   ii. Summary Table (energy, cost savings, cost, incentive, simple payback)
   iii. Facilities Affected
   iv. Observations
   v. Recommendation
   vi. Savings Summary
   vii. Base Year (usage and cost)
   viii. Post Retrofit (usage and cost)
   ix. Savings Methodology (assumptions and calculations)
   x. O&M Savings Summary (assumptions, years applicable)
   xi. Implementation Cost
   xii. Utility, State, and Federal Incentive, Rebates, and Tax Credits

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

November 4, 2024

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham

I respectfully request the Albany County Legislature's authorization of an amendment to the prior approval (Resolution 319 of 2024) of an MOU between Albany County and the City of Albany and the associated budget amendment to accept $900,000 from the City that will match Albany County's investment in the CARES of NY Housing Resource Connection Program.

This is a three-year contract connecting homeless individuals with housing assistance and mental health and addiction services, with the County contributing a matching $900,000, for a combined total of $1.8 million over a three-year period. This amendment clarifies that $300,000 will be transferred from the City to the County in each of the years of 2024, 2025 and 2026.

Thank you for your time and consideration on this matter. If you have any questions or concerns, please do not hesitate to reach out to my office.

Sincerely,

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-6118, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Amendment to prior authorized MOU with the City of Albany regarding the CARES of NY Housing Resources Connection Program and budget amendment

Date: November 4, 2024
Department: County Executive's Office
Attending Meeting: Cameron Sagan
Submitted By: Cameron Sagan
Title: Director of Policy
Phone: 518-447-7040

Purpose of Request: Amending prior Legislation Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
City of Albany, 24 Eagle St., Albany, NY 12207

Term: (Start/end date or duration) January 1, 2024 - December 31, 2026
Amount/Raise Schedule/Fee: $300,000 per year = $900,000 Total

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☒ No ☐

Source of Funding - (Percentages)
Federal: Enter text. County: Enter text.
State: Enter text. Local: 100%

County Budget Accounts:
Revenue Account and Line: A28020-02372 Housing Resource Connection
Revenue Amount: $300,000
Appropriation Account and Line: A98020-44976 Albany County Improvement Initiative
Appropriation Amount: $300,000

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☒ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Reso. 319 of 2024

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Requesting an amendment to the prior approval of an MOU between Albany County and the City of Albany and the associated budget amendment to accept $900,000 from the City that will match Albany County's investment in the CARES of NY Housing Resource Connection Program. This is a three-year contract connecting homeless individuals with housing assistance and mental health and addiction services, with the County contributing a matching $900,000, for a combined total of $1.8 million over a three-year period. This amendment clarifies that $300,000 will be transferred from the City to the County in each of the years of 2024, 2025 and 2026.

APPROPRIATIONS

USE WHOLE NUMBERS ONLY

BUDGET LINE						DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY						
				STATE POS. CODE	POSITION CONTROL					
A	8020	44976	00000	000	000000	Albany County Improvement Init	$300,000			
						TOTAL APPROPRIATIONS	$300,000	$0		

ESTIMATED REVENUES

USE WHOLE NUMBERS ONLY

BUDGET LINE						DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY						
				STATE POS. CODE	POSITION CONTROL					
A	8020	02372	00000	000	000000	Housing Resource Connection		$300,000		
						TOTAL REVENUES	$0	$300,000		
						GRAND TOTAL	$300,000	$300,000		