

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, December 7, 2021**

Executive Session: 6:00 p.m.

Discuss the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation and discuss current, pending or proposed litigation.

Public Hearing: 7:00 p.m.

Demolition of buildings at 238-240 Route 52, Kent Lakes, New York

Workshop/Meeting

1. Pledge of Allegiance
2. Roll Call
3. Discuss and/or vote on the following:
 - a. 2020 Audit Presentation – Robert Daniele, PKF O'Connor Davies
 - b. Workers Compensation Insurance Renewal – Kieran Boyle, Brown & Brown
 - c. American Rescue Plan Act funding
 - d. Code Enforcer – Correct violation TM# 33.66-2-3
 - e. Outreach Worker Contract with Putnam County Office for Senior Resources
 - f. Mining proposal
 - g. Millenium Strategies contract
 - h. Approval of Vouchers and Claims
4. Announcements
5. Public Comment



Building Inspector
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5597

ORDER TO REMEDY VIOLATION

238-240 Route 52 Inc.
PO BOX 561
Carmel, NY 10512

Tax Map #: 44.5-2-28

Date: September 9, 2021

Owner: 238-240 Route 52 Inc.
240 Route 52
Kent, NY

Report # SI-2021-009

Complaint: Unsafe Building

Inspections related to this complaint found the following:

Inspected the above property after the high brush was removed. Several holes were found in the roof in multiply locations. It was evident that no maintenance has been performed in some time on the structure. A section of rear side wall has sign of failure. Front main support is rotten on the right front corner. larger opening around the foundation which allows water to collect in the basement. Front porch supports are not plumb and leaning toward the roadway. Front and side step are broken or missing. Water found dripping from interior floor system with sign of mold and rot. This building is unsafe and needs to be removed This is a violation of NYS Property maintenance code 107.1.1 and Chapter 55a-11D of the town code.

In violation of :

IPMC\PMCNYS-107.1.1 Unsafe structures which states 107.1.1 An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Town of Kent Municipal Code\Chapter 55a-Property Maintenance Code\Section 11 Subs B--D - Unsafe Structures which states (d) Structurally unsound, loose, dangerous, crumbling, missing, broken, rotted or unsafe exterior portion of buildings or structures, including but not limited to porches, landings, balconies, stairways, handrails, steps, walls, overhangs, roofs, fences, retaining walls, supporting members, timbers, abutments, fire escapes and signs and loose, crumbling or falling bricks, stones, mortar or plaster.

You are hereby directed and ordered to remedy the violations by:9/28/2021

Failure to remedy the condition aforesaid and to comply with the applicable provisions of the law may constitute an offense punishable by fine or imprisonment or both.

If you have any further questions, please feel free to contact me at 845-225-3900.

Respectfully,



Public Hearing



Building Inspector
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5597

ORDER TO REMEDY VIOLATION

Sclafani Fam Ltd. Partners
PO BOX 561
Carmel, NY 10512

Tax Map #: 44.5-2-29

Date: September 9, 2021

Owner: Sclafani Fam Ltd. Partners
238 Route 52
Kent, NY 10512

Report # SI-2021-010

Complaint: Unsafe Building

Inspections related to this complaint found the following:

It was evident that no maintenance has been performed in some time on the structure. The rear support beam was found to be decayed and rotten and section missing. Larger openings around the foundation which allows water to collect in the basement. A storm drain on the left front was found with a missing grate. This building is unsafe and needs to be removed. This is a violation of NYS Property maintenance code 107.1.1 and Chapter 55a-11D of the town code.

In violation of :

IPMC\PMCNYS-107.1.1 Unsafe structures which states 107.1.1 An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Town of Kent Municipal Code\Chapter 55a-Property Maintenance Code\Section 11 Subs B--D - Unsafe Structures which states (d) Structurally unsound, loose, dangerous, crumbling, missing, broken, rotted or unsafe exterior portion of buildings or structures, including but not limited to porches, landings, balconies, stairways, handrails, steps, walls, overhangs, roofs, fences, retaining walls, supporting members, timbers, abutments, fire escapes and signs and loose, crumbling or falling bricks, stones, mortar or plaster.

Town of Kent Municipal Code\ Chapter 29 Unsafe Buildings\Section 29-1 Unsafe Building Purpose which states Unsafe buildings pose a threat to life and property in the Town of Kent. Buildings and structures may become unsafe by reason of damage by fire, the elements, age or general deterioration. Vacant buildings not properly secured at doorways and windows also serve as an attractive nuisance for young children who may be injured therein, as well as a point of congregation by vagrants and transients. A dilapidated building may also serve as a place of rodent infestation thereby creating a health menace to the community. It is the purpose of this chapter to provide for the safety, health protection and general welfare of persons and property in the Town of Kent by requiring such unsafe buildings to be repaired or demolished and removed.

You are hereby directed and ordered to remedy the violations by: 9/28/2021

Failure to remedy the condition aforesaid and to comply with the applicable provisions of the law may constitute an offense

punishable by fine or imprisonment or both.

If you have any further questions, please feel free to contact me at 845-225-3900.

Respectfully,



William Walters
Building Inspector
Town of Kent













Office (845) 306-5597

Fax (845) 225-5130

Email: buildinginspector@townofkentny.gov

October 20th 2021

TM# 44.5-2-29 & 44.5-2-28

Sclafani Fam.Ltd. Partners
PO BOX 561
Carmel, NY 10512

238-240 Route 52 Inc.
PO Box 561
Carmel NY 10512

NOTICE OF VIOLATION- ORDER TO REMEDY

RE: Notice of Unsafe Condition
Record Owner:
Premises: 238-240 Route 52, Carmel NY 10512

Dear Sir/Madam:

PLEASE TAKE NOTICE that the above premises now or formerly owned by 238-240 Route 52 Inc. located at 238-240 Route 52, in the Town of Kent, Putnam County, New York, was inspected on September 9, 2021 and the following were found:

1. The structure is unfit for the purposes for which it may lawfully be used.

Building 1, It was evident that no maintenance has been performed in some time on the structure.

The rear support beam, found, decayed, rotten and sections of foundation missing.

Larger openings around the foundation, which allows water to collect in the basement.

A storm drain near the left front corner of the building has a missing protective grate.

This building is unsafe and needs to be removed.

This is a violation of NYS Property maintenance code 107.1.1 and Chapter 55a-11D of the town code.

Building 2 (240 Route 52)

It was evident that no maintenance has been, performed in some time on the structure.

A section of right rear sidewall has signs of failure.

Several holes in roof system and found several roof support rafters had failed.

Found roof support on the back of the building left side also in failure.

Water found dripping from interior floor system with sign of mold and rot.
Front main support beam is rotten on the right and left front corner.
Large opening around the foundation, which allows water to collect in the basemen
Front porch supports are not plumb and leaning toward the roadway.
Front and side steps are broken or missing.
This building is unsafe and needs to be removed these is a violation of NYS Property
Maintenance code 107.1.1 and Chapter 55a-11D of the town code.

2. A potential fire hazard.

Please be further advised that the following corrective measures must commenced within thirty (30) days of the serving of this notice and must be completed within sixty (60) days of service of this notice: **Obtain a demolition permit and remove all unsafe structures.**

Pursuant to Section 29-6 (E) of the Town of Kent Code, you are hereby further notified that a hearing before the Town Board of the Town of Kent in relation to such dangerous or unsafe building has been scheduled for :

You may appear and testify at said hearing with respect to matters concerning this order.

In the event of your neglect or refusal to comply with this order within thirty days of service of this notice as required pursuant to Chapter 29 of the Town Code of the Town of Kent, then consistent with its rights, the Town will take such action as necessary to make such property safe again and the expense of such repair or demolition shall be a charge against the land on which the Premises is located and shall be assessed, levied and collected pursuant to Section 29-10 of the Town Code.

Please do not hesitate to contact this office for any further information.

Sincerely,

William Walters
Building Inspector
Town of Kent



Office (845) 306-5595
Fax (845) 225-5130

December 03, 2021

Email: ceovacant@townofkentny.gov.

To: Supervisor Fleming and Town Board Members of Kent
From: Jack Keher C.E.O. of Vacant Buildings
Re: 238 Route 52

TM.# 44.5-2-29

Enclosed please find the violation issued by William Walters, Building Inspector for the Town Of Kent and bids for correction.

The following proposals have been submitted;

JP Nelson Excavating, Inc.	\$25,300.00
Hickory Homes & Properties	\$21,495.00
Epic Contracting	\$17,100.00
FI Adams, Inc.	\$16,000.00

For your consideration and approval.

Respectfully,

Jack Keher
Town of Kent
C.E.O. of Vacant Buildings

JP Nilsen Excavating, Inc
374 Route 292
Holmes, NY 12531
Phone: 845-225-0797
Putnam County License #1058/PC3179-A
Westchester County License #092/WCC-22216-H09
Connecticut License #5230

October 21, 2021

Town of Kent NY

RE: Building removal

- Remove (2) buildings located at Route 52 # 238 & 240
- Buildings to be carted away via dumpsters
- Foundations to be caved in and filled with imported material
- Electrical and communications to be disconnected from building prior to commencement
- Not responsible for the removal of any contaminants
- Grade foundation areas, seed and mulch hay for stabilization

Total Cost.....	\$25,300.00
Deposit prior to commencement.....	\$10,000.00
Due upon completion.....	\$15,300.00

* Not responsible for underground waterlines, buried oil tanks, septic tanks, electric lines, drainage lines, erosion, driveway surfaces, sprinkler systems. Damage to any of the above is out of our control and repairs will be made at the expense of the owner. Neither rock hammering nor rock removal are included unless noted. Not responsible for settling of soil, nor is grass growth guaranteed. Any additional trenching piping or utility trenching will be extra. No dust control included and will be extra if required. Silt fence to remain until grass has grown and to be removed by others. Septic repairs are not guaranteed. This price may be withdrawn in 10 days.



Hickory Homes and Properties, Inc.
 PO Box 244
 Mount Kisco, NY 10549

Estimate

Date	Estimate #
10/26/2021	1920

Bill To
Town of Kent 25 Sybil's Crossing Kent Lakes, NY 10512

Item	Description	Total
Demolition	DEMOLITION PROPOSAL Jobsite Address: 238-240 Route 52 Carmel, NY 10512 BUILDING DEMOLITIONS Demolish Two (2) Existing Structures on Property Dispose of Masonry Foundation at Concrete Recycling Facility Dispose of all Demolition Debris Off-Site at Transfer Station Facility Price Includes all Machinery, Operator(s), Fuel, Transportation, Labor, & Disposal Fees	17,995.00
Landscaping	BACKFILL (OPTIONAL) Backfill Foundations with Clean Fill, Deliver and Install Topsoil to Prepare for Grass Apply Jonathan Green Sun-Thru-Shade Grass Seed and Mulch Master Shredded Straw Install Erosion Control Measures on Completion of Project (silt fence and hay bales) TERMS: Tax Exemption Certificate Required Proposal Valid Until 1/15/2022 COMPANY INFO: HH&P, Inc Established 1986 - Fully Licensed, Insured, and Bonded BBB - Better Business Bureau Registered/Accredited A+ Business Westchester County Home Improvement License #: WC-06490-H95 Putnam County Home Improvement License #: PC5430 State of Connecticut Home Improvement License #: HIC.0632873	3,500.00
Please review, sign, and email back. We look forward to doing business with you.		Total \$21,495.00

Signature _____

Phone #	Fax #	E-Mail	Web Site
(914) 666-6300	(914) 206-4775	mike@hhpny.com	http://www.hhpny.com



PROPOSAL ESTIMATE

EPIC CONTRACTING/ROBERT STANTON

ESTIMATE
DATE: NOVEMBER, 2021

70 Newburgh Rd
Patterson NY 12563

238-240 RT 52

EpiccontractingNY.com
Rjstroop@aol.com

House Demo/Excavation		238-240 Rt 52 Kent
House Demo/Removal to Transfer Station		
<ol style="list-style-type: none"> 1. Demo two homes/separate materials 2. Install Orange Safety fence 3. Clear land and trees adjacent to the home remove trees/stumps/brush 4. Prep for removal and remove two homes to transfer station 5. Fill in Foundation area and bury existing rock into the foundation 6. Any extra material that may be needed at a per load cost 		\$7,500.00
Estimate of house removal to transfer station is approximately 12 loads Dumping fees on 20 yard load is \$650/\$800/load-- based on weight		\$9,600.00
***The Number of loads is an estimate may be different at the end of the job +/-		
*** Includes all tree work and dumping fees associated with trees/stumps/debris		
*** Includes all trucking grinding facility		
*** includes all trucking to transfer station		
***Includes Excavator/Operator/Fuel Costs		
***Any Further site work on the property other than the House demo will be at a daily rate		
ESTIMATE		\$17,100.00

610 Route 292

Holmes, NY 12531 Fiadamsinc@gmail.com

(845)-855-3733 (914)760-8959

FI Adams, Inc.

Estimate

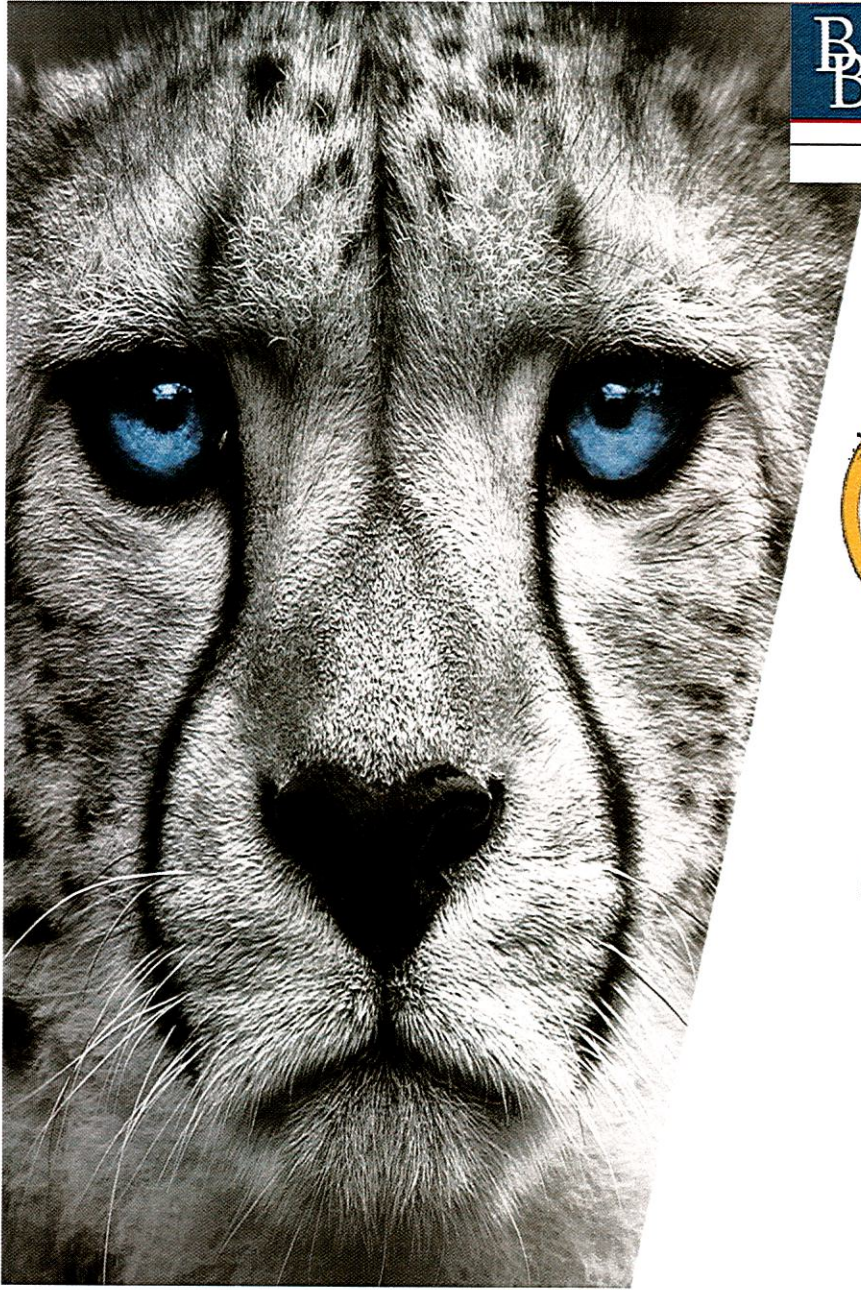
For: Jack Keher Town Of Kent
ceovacant@townofkentny.gov
238-240 Rt 52

Estimate No: 403
Date: 11/04/2021

Description	Quantity	Rate	Amount
Take down the two buildings located at 238-240 rt 52. Load debris into dumpsters and haul away. Fill existing foundations level with ground.	1	\$16,000.00	\$16,000.00
		Subtotal	\$16,000.00
		TAX 0%	\$0.00
		Total	\$16,000.00
Total			\$16,000.00

Comments

Power to both buildings to be disconnected by town prior to buildings being taken down.



B
B Brown & Brown
INSURANCE®

HUDSON VALLEY



TOWN OF
KENT
NEW YORK

Workers Compensation
Insurance Renewal Effective:
1/1/22 – 1/1/23

Presented By: **Kieran Boyle**
Risk Manager

625 Route 6
Mahopac, NY 10541
845-628-1700

Item b

INTRODUCTION TO THE AGENCY

About Us

Brown & Brown Hudson Valley is comprised of a team of professional, caring, conscientious people committed to maintaining the highest standard of excellence in all that we do. Our goal is to establish a firm, long lasting partnership, built on trust and service, with each of our clients. We are an Independent Insurance Agency. We do not work for an insurance company; we work for you. We work on your behalf when you have a loss and follow through to see that you get fair, prompt payment and service. We represent a carefully selected group of financially sound, reputable insurance companies; therefore, we are able to offer you the best coverage at the most competitive price. Brown & Brown Hudson Valley is prepared to provide you with a no cost, no obligation review and analysis of your insurance.

Our History / Brown & Brown Hudson Valley's Mission

Brown & Brown, Inc. is the sixth largest independent insurance brokerage in the nation. We provide risk management solutions to help protect what our customers value most. Our four business segments, Retail, National Programs, Wholesale, and Services, offer insurance products and services to businesses, corporations, governmental institutions, professional organizations, trade associations, families, and individuals. The Brown & Brown culture is built on integrity, innovation, superior capabilities, and discipline. We look at insurance differently and use our experience, carrier relationships, and principled customer focus to deliver superior service and solutions. With more than 80 years of proven success, Brown & Brown is one of the industry's most powerful and influential leaders. In March of 2015, Spain Agency merged with Brown & Brown to become Brown & Brown of NY, Inc. dba Brown & Brown Hudson Valley.

This is confidential information and not subject to FOIL

AGENCY SERVICE TEAM

Welcome to **Brown & Brown of New York, Inc** Our hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. Any other office hours are made by appointment. The service team assigned to manage your account is:

Kieran Boyle	X7015	Risk Manager	kboyle@bbhvins.com
Syed Ali	X7025	Risk Manager	sali@bbhvins.com
Hilda Moran	X7022	Account Representative	hmoran@bbhvins.com
Lori Glassman	X7018	Claims and Commercial Lines Service Manager	lglassman@bbhvins.com
Eileen Crawley	X7010	Senior Claims Representative/Loss Control	ecrawley@bbhvins.com
Brian Miles	X7003	Executive Vice President	bmiles@bbhvins.com
Gina Racioppo	X7012	Personal Lines Team Leader	gracioppo@bbhvins.com

Any of these staff members will be pleased to assist you with your service needs. Your primary contact will be Hilda Moran.

Brown & Brown of New York, Inc.

www.bbhvins.com

625 Route 6

Mahopac, NY 10541

845-628-4500 Phone

845-628-1804 Fax

NEW YORK COMPENSATION DISCLOSURE

Insurance producers licensed by the State of New York are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. Our role as an insurance producer in any ordinary transaction typically involves one or more of these activities.

We will receive compensation in the form of commission or fees for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages. Commission compensation will be based on the insurance contract you purchase and may vary depending on a number of factors including the insurance contract(s) and the insurer(s) the purchaser selects. In addition to compensation we will receive, other parties such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation (derived from your premium payments) for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. Additionally, it is possible we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors that are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We generally do not know if a contingent payment will be made by a particular insurer, or the amount of any such contingent payment, until the underwriting year is closed. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date premiums are remitted to the insurance company or intermediary. If we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

You may obtain information about compensation expected to be received by us based in whole or part on the sale of insurance to you, and (if applicable) compensation expected to be received based in whole or part on any alternative quotes presented to you by us, by requesting such information from us.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at 1-800-247-5521 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>



Introduction to PERMA

Public Employer Risk Management Association, Inc.

PERMA, Public Employer Risk Management Association, Inc. is a member-owned, not-for-profit association of public entities providing risk management services and workers' compensation coverage through a group self-insurance program.

PERMA was founded in 1982 by the New York Conference of Mayors and other Municipal Officials (NYCOM) to provide local units of government with a cost-effective alternative to traditional workers' compensation programs and to improve the quality of services provided to injured employees.

PERMA has been administered by **Northeast Association Management, Inc. (NEAMI)** since 1995. NEAMI, with its staff of approximately 80 professionals, provides claims management services, as well as nurse case management, risk management, coverage underwriting, and general member services.

PERMA'S PHILOSOPHY

PERMA believes that the effective management of workers' compensation costs occurs when the injured worker, municipal employer, claims administration and medical provider all work toward the same objectives. PERMA's specific objectives are:

- Reduce the total number of work related injuries
- Provide its members with access to excellent, convenient medical care
- Assure a prompt and safe return-to- work program for the injured worker
- Insure timely adherence to all regulations of the NYS Workers' Compensation Board

PERMA also believes that program excellence is the only acceptable standard for our membership. To that end, we are dedicated to a process of continuous evaluation, research and improvement.

MISSION STATEMENT

The Public Employer Risk Management Association, PERMA, is a not-for-profit membership organization that provides quality-driven workers' compensation coverage to New York State public entities.

PERMA's mission is to improve workplace safety, provide excellent care for injured employees and help return them to work as safely as possible.

In order to meet its mission, PERMA strives to maintain close and continuous contact with members and to listen to and understand their changing needs. PERMA also intends to grow its membership to further diversify the spread of risk while maintaining a high level of member satisfaction.

VALUES STATEMENT

First and foremost we value our members and their employees. To best serve them we are committed to:

- Superior coverage at appropriate prices
- A safe work environment for all PERMA members
- Quality care and personal service
- Results-oriented education and training
- A safe and expeditious return-to-duty process

To carry out this commitment, we value:

- Bold leadership
- Experienced, collaborative and dedicated management
- Highly professional, dedicated staff
- Efficient and reliable operations





P E R M A[®]

Risk Management *Comprehensive training and specialized service*

PERMA has the widest selection of risk management solutions of any workers' compensation coverage provider in New York State. We pride ourselves on assisting our members with everything from OSHA compliance and HR training to data analysis and claims trending.

RISK ANALYSIS

Contact – Debbie Stickle, senior director of risk analytics, dstickle@neami.com; 888-737-6269, ext. 22179

PERMA employs risk analytics to shed light on areas of stronger and weaker risk management. We want to figure out what accidents are most common, what safety measures work, and what types of claims cost the most. And we provide assistance:

- Pool-wide, creating targeted programs and services to the highest risk groups, such as PTSD awareness seminars, crossing guard trainings, and comparative equipment studies for police.
- For groups of similar members, combining and sharing data to create perspective into their risk profiles by comparison. Members can then work together to share best practices and build strong safety cultures.
- To individual members, by creating risk profiles that illuminate high-risk areas, and then applying targeted risk services.

PROGRAM MANAGEMENT

Contact - Christian Summers, risk management program manager, csommers@neami.com; 888-737-6269, ext. 22153

Utilizing the results of data analysis, we are continually developing, implementing, and promoting an effective risk management philosophy, policy and standards among PERMA members through various communications outlets and tools. The risk group specialists and program manager turn analytics into targeted solutions to mitigate risk for PERMA members.

RISK GROUP SPECIALISTS

Contact – Lewis Moskowitz, public safety risk management specialist, lmuskowitz@neami.com; 888-737-6269, ext. 22183
Edmund Starowicz, public works risk management specialist, estarowicz@neami.com; 888-737-6269, ext. 22204

PERMA's first claims modeling project was initiated to determine how to allocate risk management resources to provide the right solutions, in the right place, at the right time. Within the first year, we identified police losses as the prime target for tailored loss control initiatives, and by year two, identified public works as the secondary target. PERMA's police and public works specialists provide targeted interventions in the highest risk areas, such as EMS and fire assists, lower back injuries, mental stress and trauma, traffic control, training-related injuries, and motor vehicle accidents.

Lew and Ed are available to consult with members anytime and provide loss control and risk management leadership, guidance, and services in their respective specialties to PERMA members.

REGULATORY COMPLIANCE AND HAZARD AUDITS

Contact – Sarah O'Brien, risk management consultant, sobrien@neami.com; 888-737-6269, ext. 22156
Norm Wiley, risk management consultant; nwiley@neami.com; 888-737-6269, ext. 22128

One of the fundamental tasks of any risk management program is to provide compliance assistance for federal (OSHA) and state (PESH) training requirements and perform physical worksite inspections. PERMA provides both of these essential services to all PERMA members, including participants in our county plans. Our consultants also respond to risk alerts initiated by PERMA case analysts and patient advocates in regards to claim particulars.

ADDITIONAL SERVICES

Contact – Sigrid Vompa, safety training coordinator, svompa@neami.com; 888-737-6269, ext. 22186

PERMA also offers a curated collection of training DVDs, , and many onsite services which can be scheduled at little or no cost to the member, including:

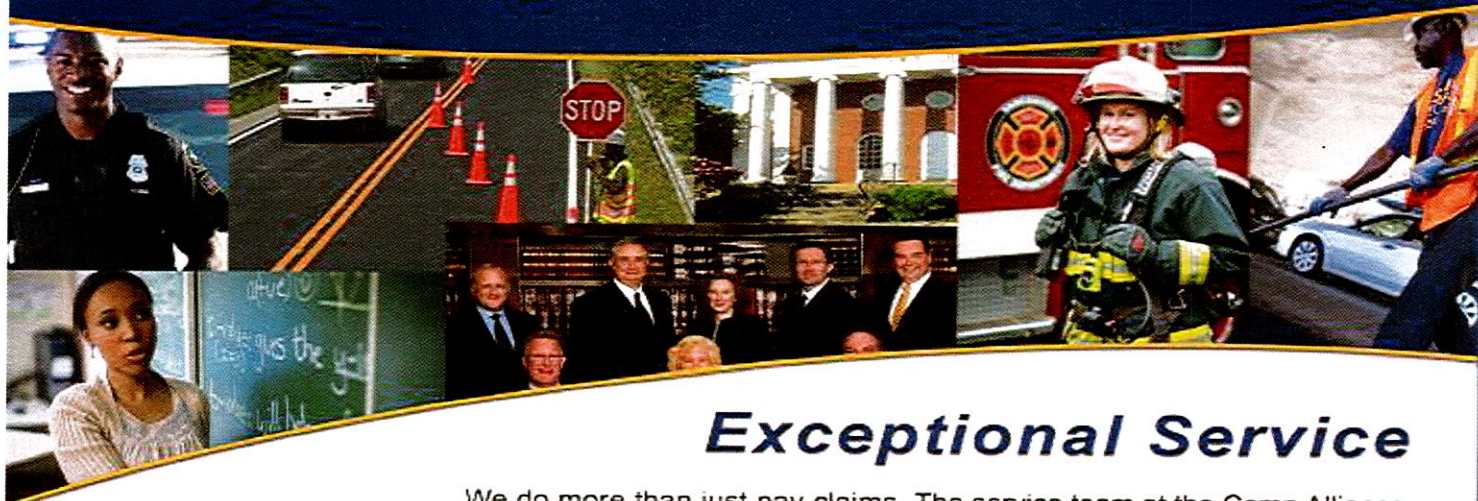
Confined space training PESH training Slip, trips, and falls
Workplace violence prevention PPE training Back safety

And a personalized online training portal (PERMA Safety Institute), greatly expanded in 2017, offers almost 100 intensive courses for every job description and every municipality type. PERMA is the first stop for members' evaluation and training needs.





Exceptional Service
Since 1994



Exceptional Service

We do more than just pay claims. The service team at the Comp Alliance will work with you to develop long-term solutions to reduce your workers' compensation exposure.

The program **Renewal Retention Rate** is in excess of **97%** (since inception more than 25 years ago) - a testament to the exceptional, on-staff claims and risk management services provided to members.



Don't take our word for it, see what members are saying...

Program Snapshot

- Established in 1994
- More than 300 NYS Public Entities Participating
- \$39 Million Surplus (as of 6/30/19 financials)
- < 1% average program rate change for past 5 years
- Member Loyalty Award issued in 2019 and announced for 2020
- Safe Workplace Award Program
- No Year End Payroll Audits
- Dedicated Risk Management Staff perform individualized member visits and mandated regulatory training.
- Program Sponsored by:



- Program Managed by:



"The staff is always helpful and professional as well as aggressive in following up on claims ensuring necessary treatments when needed."
Mike Sweeton, Supervisor - Town of Warwick

"In a recent training seminar that the Town hosted, The Comp Alliance Risk Control Specialist did a great job with all of the information covered. The Presenter moved along at a great pace and made the content and material very interesting. This was a fantastic seminar and we would love the opportunity to host another in the future as this seminar not only helped us meet DOL mandated requirements but also put Safety on the forefront and made all who attended more pro-active."
Kathy Rego, Town of Clinton

Since 1994

See why exceptional service is just one reason to join

Contact Aaron Reader, Vice President of Client Services

Phone: 866-697-7665

E-mail: areader@wrightinsurance.com

www.compalliance.org

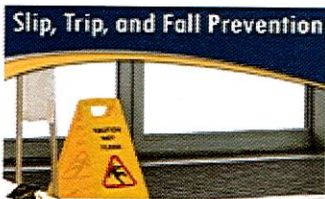
Comp Alliance Exclusive Online Safety Resource and Training Center



Safe Lifting and Carrying

Course 13 - Safe Lifting

Back injuries affect more than 20 million Americans and are the leading cause of disability for people ages 19 to 45. In addition, back injuries are the second most common cause of lost work time. This toolkit will help identify the common causes of back injuries and safe lifting techniques to assist in the prevention of these injuries.



Slip, Trip, and Fall Prevention

Course 14 - Slip, Trip, and Fall Prevention

Slips, trips and falls are in the top five causes of work related deaths and injuries. They are also amongst the top causes of injuries resulting in time away from work. This toolkit will review the causes of slips, trips and falls as well as identifying and implementing controls to prevent injuries.

Through the Comp Academy the following resources are now available:

- Training courses that include safety flyers, posters, presentations, quizzes and completion certificates on a variety of topics
- Safety culture tool box talks
- Expanded library of safety training videos
- Pre-recorded webinars on safety topics that can be viewed on demand
- Videos of state mandated public employee training topics (workplace violence, bloodborne pathogen, right-to-know, and HAZWOPER)
- Access to Safety Source video library with over 850 safety training videos.

The Comp Academy online safety resource center is just one more way that the Comp Alliance helps members reduce their risk exposure and control their workers' compensation costs.

Register today by visiting www.compalliance.org and clicking on Members in the top right corner

Since 1994

Contact Aaron Reader, Vice President of Client Services

Phone: 866-697-7665

E-mail: areader@wrightinsurance.com

www.compalliance.org

WORKERS COMPENSATION/EMPLOYERS LIABILITY

Coverage Details

Coverage	WC & Employer's liability
Each Accident	100,000
Disease-Policy Limit	500,000
Disease-Each Employee	100,000

**Higher Limits may be available upon request
Not subject to Audit**

Classifications

State	Code	Description	Payroll
NY	5506	Street Maintenance-Paving	\$429,393
NY	7710	Fire Department	\$18,593
NY	7720	Police Department	\$2,013,380
NY	8391	Automobile Mechanics	\$459,835
NY	8810	Clerical Office	\$1,302,568
NY	8831	Animal Control Officers	\$1,037
NY	9015	Lifeguards/Beaches	\$83,005
NY	9026	Building Operations, Custodial	\$61,682
NY	9063	Recreation	\$239,043
NY	9102	Parks Maintenance	\$387,437
NY	9402	Street Cleaning	\$845,757
NY	9403	Refuse Collection	\$585,102
NY	9410	Municipal Employees	\$267,192
NY	5506	Street Maintenance-Paving	\$429,393

All Volunteers Included for Secondary Medical Coverage

PREMIUM SUMMARY

Premiums

Line of Business	Expiring Premium PERMA 2021-2022 (Year 2 of two-year policy)	<u>OPTION # 1</u> <u>PERMA</u> Renewal Premium 2022-2023 (one-year policy)	<u>OPTION # 2</u> <u>Comp</u> <u>Alliance</u> Renewal Premium 2022-2023 (one-year policy)	<u>OPTION # 3</u> <u>PERMA</u> Renewal Premium 2022-2024 (two-year policy)	<u>OPTION # 4</u> <u>Comp</u> <u>Alliance</u> Renewal Premium 2022-2024 (two-year policy)
Workers Compensation Funding	*\$213,908.00	*\$210,941.00	*\$211,709.00	*\$377,314.00 - \$386,988.00	*\$423,418.00
2% Pay in Full Discount if Applicable	(\$4,278.00)	(\$4,092.00)	n/a	(\$7,546.00 - \$7,740.00)	n/a
Total Contribution (If Paid in Full)	\$209,630.00	\$206,849.00	\$211,709.00	**\$369,768.00 - \$379,248.00	\$423,418.00

**NYS Assessment is not included in above premium figures. You will be billed quarterly directly by the Workers Compensation Board (estimated annual assessment is approx. \$15,108 per year).*

****PERMA's two-year quote is loss sensitive and the second year premium is subject to your individual claim experience for the period of 1/1/22 – 11/30/22. We are showing the best and worst case scenarios. Additional details can be found on following page.**

- *PERMA is required to collect the New York Assessment on behalf of the NYS Workers Compensation Board (WCB) and pass through the monies to the WCB when invoiced. The WCB additionally may audit the related payrolls and adjust billing as needed.

PERMA – 2nd Year Premium:

One-Year loss ratio	*Premium
30% or under	\$183,820.00
30% or above	\$237,913.00
60% or above	\$193,494.00

*Not including estimated NYS assessment of \$15,411.

If the Member seeks to terminate the agreement prior to 1/1/2024, a short rate penalty will apply to the total contribution of \$386,989.

Payroll audit adjustments are NOT processed for this program (two year policy). An audit will be performed, however, this is only to verify that the exposure estimates are accurate for coding and excess insurance purposes.

The contribution for Year Two of the contract will depend on the resulting loss experience from 1/1/2022– 11/30/2022. For purposes of this calculation, Loss Ratio is defined as incurred losses divided by earned contribution as of 11/30/2022.

In addition to the Year Two contribution indicated above, the member is responsible for the applicable NYS Workers Compensation Board (WCB) Assessments. PERMA is required to collect this on behalf of the WCB and pass through the monies to the WCB when invoiced. The WCB additionally may audit the related payrolls quarterly and adjust the billing as needed.

You will receive a separate invoice for the estimated New York State assessment shortly. The process for collecting the assessment is explained below and is required by changes in law. Please take a moment to review the assessment process below.

The law and accompanying rules established by the Workers' Compensation Board require that this assessment be calculated based on your payroll and remitted to the State on a quarterly basis along with a quarterly payroll report. They have also reserved the right to make adjustments to the assessment rate during the fiscal year. Accordingly, the carrier will collect the estimated amount based on current payroll and the assessment rate in effect at the time of renewal.

You are responsible for submitting quarterly payroll reports to the carrier so that they may accurately report this information to the Workers' Compensation Board when assessment payments are remitted. The regulations require that the payroll reported to the carrier for each quarter must be consistent with payroll reported to state or federal government agencies for other purposes. The carrier will notify you of any changes in the assessment rate. **The amount of your estimated assessment may change based on your quarterly payroll or a change in rates by the Workers' Compensation Board.**

This is confidential information and not subject to FOIL

NOTICE AND ACKNOWLEDGEMENT OF FINANCIAL CONDITION

Brown & Brown of New York, Inc and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of a company or otherwise predict whether the financial condition of a company might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of insurance coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from A.M. Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Insurance coverage is being placed through the **Public Employers Risk Management Association ("PERMA")**, a member-owned New York municipal association which is currently unrated by A.M. Best. In order to obtain insurance coverage, you are agreeing to membership in **PERMA** and all other underwriting guidelines, conditions and requirements set forth by **PERMA**.
- **PERMA** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and risk transfer or pooling entities such as **PERMA** may change rapidly and that such changes are beyond the control of Brown & Brown.
- Membership in the PERMA involves certain obligations as well as benefits. These are outlined in a membership or participation agreement, which must be signed prior to acceptance by PERMA.
- You have had an adequate opportunity to make a thorough and complete inquiry into the **PERMA's** financial condition and the terms and conditions of membership in PERMA, including reviewing it with your accountants, legal counsel and advisors, and enter into your relationship with PERMA knowingly, voluntarily and with a full understanding of the risks.

By: _____
[NAME OF AUTHORIZED REPRESENTATIVE OF INSURED]

Named Insured: Town of Kent
Line of Coverage(s): Workers Compensation
Policy Number(s): WC0001513-00
Policy Period(s): 01/01/2021 - 01/01/2022
Date of Notice: November 19, 2021

* A.M. Best Rating Guide: **Rating for Stability: A++ to D = Highest to lowest rating**
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

A.M. BEST RATING OF PROPOSED CARRIERS

Policy Type	Carrier	Rating	Admitted/ Non-Admitted
Workers Compensation	New York State Municipal Workers' Compensation Alliance	Not Rated	Admitted
Workers Compensation	Public Employers Risk Management Association	Not Rated	Admitted

A++, A+	Superior	B++	Good	C++, C+	Marginal
A, A-	Excellent	B, B-	Fair	C, C-	Weak

General Rating:

These rating classifications reflect BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

Financial Size Category:

The Financial Size Category is an indication of the size of an Insurer and is based on reported Policyholders' surplus plus conditional or Technical Reserve Funds, such as mandatory securities valuation reserve, other investment and operating contingency funds and/or miscellaneous voluntary reserves in liabilities.

A. M. Best's Insurance Reports provides financial solvency ratings for insurance companies. The following chart explains Best's rating system.

Financial Size Category	Adjusted Policyholder's Surplus (\$000's)		
Class I	Up	to	1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	or	Greater

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. Brown & Brown does not guarantee financial condition of the insurers listed above.



AGENCY CUSTOMER ID: _____

ELECTRONIC DELIVERY SUPPLEMENT

DATE (MM/DD/YYYY)

AGENCY		CARRIER	NAIC CODE
POLICY NUMBER	EFFECTIVE DATE	APPLICANT / NAMED INSURED(S)	

ELECTRONIC SELECTION / REJECTION OPTION FORM

Your insurer may be required by law to obtain consent from insureds prior to engaging in any electronic delivery of insurance policies and/or other supporting documents in connection with the policy. You have the right to:

- Select electronic delivery;
- Select electronic delivery and paper delivery;
- Reject electronic delivery;
- Withdraw your consent if you decide you no longer want to receive electronic delivery of your insurance policy and/or other supporting documents in connection with your insurance policy.

 SELECTION OF ELECTRONIC INSURANCE POLICY DELIVERY OPTION

I select the option to receive the following documents in connection with my insurance policy electronically, for myself and all those covered under the policy. I acknowledge I may no longer receive paper copies of my insurance policy, unless I advise my insurer to continue to provide paper copies in addition to electronic copies.

- Insurance Policy
- Identification Card
- Notices of Cancellation
- Notices of Nonrenewal
- Other supporting documents in connection with my insurance policy

 SELECTION OF ELECTRONIC DELIVERY AND PAPER DELIVERY OPTION

I select the option to receive both electronic and paper copies of my insurance policy and/or other supporting documents in connection with my insurance policy, for myself and all those covered under the policy

 REJECTION OF ELECTRONIC DELIVERY OPTION

I reject the option to receive my insurance policy and/or other supporting documents in connection with my insurance policy electronically, for myself and all those covered under the policy. I will continue to receive paper copies of such documents.

 WITHDRAWAL OF CONSENT OF ELECTRONIC DELIVERY

I withdraw my previous consent of electronic delivery of my insurance policy and/or other supporting documents in connection with my insurance policy, for myself and all those covered under the policy. I elect to receive paper copies of such documents in the future.

ELECTRONIC DELIVERY DISCLOSURE

The policyholder who elects to allow for insurance policy and/or other supporting documents in connection with the insurance policy to be sent to the electronic mail address provided should be diligent in updating the electronic mail address provided to the insurer in the event that the address should change.

 APPLICANT / NAMED INSURED SIGNATURE

 DATE (MM/DD/YYYY)

Compliance and Reporting Guidance

State and Local Fiscal Recovery Funds



November 15, 2021

Version: 2.1

Item c



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.

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 [SLFRF implementing regulation](#), and other regulatory and statutory requirements, including regulatory requirements under [the Uniform Guidance \(2 CRF Part 200\)](#). Please see the [Assistance Listing](#) in SAM.gov under assistance listing number (formerly known as CFDA number), 21.027 for more information.

Please Note: This guidance document applies to the SLFRF program only and does not change nor 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 the U.S. Department of the Treasury’s (“Treasury”) expectations, and recommends best practices where appropriate under the SLFRF Program.

- A. Key Principles..... P. 3
- B. Statutory Eligible Uses..... P. 3
- C. Treasury’s Rulemaking..... P. 4
- D. Uniform Guidance (2 CFR Part 200)..... P. 6
- E. Award Terms and Conditions..... P. 10

Part 2: Reporting Requirements

This section provides information on the reporting requirements for the SLFRF program.

- A. Interim Report..... P. 14
- B. Project and Expenditure Report..... P. 15
- C. Recovery Plan Performance Report..... P. 22
- Appendix 1: Expenditure Categories..... P. 30
- Appendix 2: Evidenced-Based Intervention Additional Information..... P. 32



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 a 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, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.

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 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 four 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 such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such 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; and
4. To make necessary investments in water, sewer, or broadband infrastructure.



Treasury adopted an [Interim Final Rule](#) to implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.¹ It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with these 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 Rule

Treasury's [Interim Final Rule](#) details recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

- 1. Eligible and Restricted Uses of SLFRF Funds.** As described in the SLFRF statute and summarized above, there are four enumerated 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 subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible 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; and
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and recipients may not use SLFRF funds as non-Federal match where

¹ Treasury's Interim Final Rule is effective as of May 17, 2021, and public comments are due July 16, 2021. This guidance may be clarified consistent with the final rule.

<https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>



prohibited. In addition, the Interim Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally 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 Interim Final Rule for more information on these restrictions.

- 2. Eligible Costs Timeframe.** 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 for projects incurred by the recipient State, territorial, local, or Tribal government prior to March 3, 2021 are not eligible, as provided for in Treasury’s Interim Final Rule.

Recipients may use SLFRF award funds to provide assistance to households, businesses, nonprofits, and individuals within the eligible use categories described in Treasury’s Interim Final Rule for costs that those households, businesses, nonprofits, and individuals incurred prior to March 3, 2021. For example,

- a. Public Health/Negative Economic Impacts:** Recipients may use SLFRF award funds to provide assistance to households, small businesses, and nonprofits – such as rent, mortgage, or utility assistance – for costs incurred by the 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 since the start of 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:** Treasury’s Interim Final Rule gives recipients broad discretion to use funds for the provision of government services to the extent of reduction in revenue. While calculation of lost revenue begins with the recipient’s revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- d. Investments in Water, Sewer, and Broadband:** Recipients may use SLFRF award funds to make necessary investments in water, sewer, and broadband. 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 incurred by the recipient after 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, Treasury’s Interim Final Rule provides that “incurred” has the same meaning given to “financial obligation” in 2 CFR 200.1.

- 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 Interim Final Rule and Part 2 of this guidance provide more detail around SLFRF reporting requirements.



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 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, [2 CFR Part 200](#) (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. Recipients should consider how and whether certain aspects of the Uniform Guidance apply.

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 [2020 OMB Compliance Supplement Part 3. Compliance Requirements \(issued August 18, 2020\)](#). 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 Interim Final Rule and the recipient’s Award Terms and Conditions, to determine and record eligible uses of SLFRF funds. Per 2 CFR Part 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.



SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.²

Treasury's Interim Final Rule and 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 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.³ 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. 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.⁴⁵ 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 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).
- 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 Interim 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.** Under this program, recipients are responsible for ensuring funds are used for eligible purposes. Generally, recipients must develop and implement policies and

² See 42 CFR 433.51 and 45 CFR 75.306.

³ Recipients also may use SLFRF funds directly for administrative costs to improve efficacy of programs that respond to the COVID-19 public health emergency. 31 CFR 35.6(b)(10).

⁴ 2 CFR 200.413 Direct Costs.

⁵ 2 CFR 200.414 Indirect Costs.



procedures, and record retention, 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 maintain procedures for obtaining information evidencing a given beneficiary, subrecipient, or contractor's eligibility including a valid SAM.gov registration. Implementing risk-based due diligence for eligibility determinations is a best practice to augment your organization's existing controls.

- 5. Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
- 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. SLFRF funds may only be used for non-Federal match in other programs where costs are eligible under both SLFRF and the other program and use of such funds is not prohibited by the other program.
- 7. Period of Performance.** Your organization should also develop and implement internal controls related to activities occurring outside the period of performance. For example, each recipient should articulate each project's policy on allowability of costs incurred prior to award or start of the period of performance. All funds remain subject to statutory 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. Any funds not used 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, as applicable. 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 circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate.⁶ 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. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. 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

⁶ 2 CFR 200.320(c)(1)-(3) and (5)



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.

The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.

- 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.

- 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 non-entitlement units of local government (NEUs) are not subrecipients under the SLFRF program. They are SLFRF recipients that will report directly to Treasury.

Recipients should also note that subrecipients do not include individuals and organizations that received SLFRF funds as end users to respond to the negative economic impacts of COVID-19 on these organizations. 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.



Separately or in addition, many recipients may choose to provide a subaward (e.g., via contract or grant) to other entities to provide services to other end—users. For example, a recipient may provide a grant 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 audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements.

12. Special Tests and Provisions. Treasury has received comments on the Interim Final Rule and will adopt a final rule after responding to these comments. In addition, Treasury may add clarifications to the Final Rule and other subregulatory guidance as well as frequently asked questions.

Across each of the compliance requirements above, Treasury described some best practices for development of internal controls. The table below provides a brief description and 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, and Treasury’s Interim Final Rule. 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 also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.⁷
- 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

⁷ See flexibility provided in https://www.whitehouse.gov/wp-content/uploads/2021/03/M_21_20.pdf.



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.⁸ Recipients and subrecipients may also refer to the [Office of Management and Budget \(OMB\) Compliance Supplements for audits of federal funds and related guidance](#) and the [Federal Audit Clearinghouse](#) to see examples and 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 non-Tribal 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 recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal Governments.

⁸ 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, the GAO, and Treasury’s OIG.



Part 2: Reporting Guidance

There are three types of reporting requirements for the SLFRF program.

- **Interim Report:** Provide initial overview of status and uses of funding. This is a one-time report. **See Section A, page 14.**
- **Project and Expenditure Report:** Report on projects funded, expenditures, and contracts and subawards over \$50,000, and other information. **See Section B, page 15.**
- **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 22.**

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	By January 31, 2022, and then 30 days after the end of each quarter thereafter ⁹	By August 31, 2021 or 60 days after receiving funding, and annually thereafter by July 31 ¹⁰
2	Metropolitan cities and counties with a population below 250,000 residents which received more than \$10 million in SLFRF funding			Not required
3	Tribal Governments which received more than \$30 million in SLFRF funding		By April 30, 2022, and then annually thereafter ¹¹	Not required
4	Tribal Governments which received less than \$30 million in SLFRF funding			
5	Metropolitan cities and counties with a population below 250,000 residents which received less than \$10 million in SLFRF funding			
6	NEUs	Not required		

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.

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

⁹ Interim Final Rule Page 111

¹⁰ Interim Final Rule page 112

¹¹ Interim Final Rule Page 111



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. Changes from CRF to 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 30 days from quarter end. For annual reporters, SLFRF reporting will be due on an annual schedule (see table 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

States, U.S. territories, metropolitan cities, counties, and Tribal governments are required to submit a one-time interim report with expenditures¹² 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 is between July 15, 2021 and October 15, 2021. The recipient will be required to enter obligations¹³ and expenditures and, for each, select the specific expenditure category from the available options. See Appendix 1 for Expenditure Categories (EC).

1. Required Programmatic Data

Recipients will also be required to provide the following information if they have or plan to have expenditures in the following Expenditure Categories.

- a. **Revenue replacement (EC 6.1¹⁴):** Key inputs into the revenue replacement formula in the Interim Final Rule and estimated revenue loss due to the Covid-19 public health emergency calculated using the formula in the Interim Final Rule 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

¹² 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).

¹³ 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.

¹⁴ See Appendix 1 for the full Expenditure Category (EC) list. References to Expenditure Categories are identified by "EC" followed by numbers from the table in Appendix 1.



- 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 and/or template to be provided in users' guide)

In calculating general revenue and the other items discussed above, recipients should use audited data if it is available. When audited data is not available, recipients are not required to obtain audited data if substantially accurate figures can be produced on an unaudited basis. Recipients should use their own data sources to calculate general revenue, and do 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 may 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 exclude 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 attempt 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 will be required to submit a description of services provided. This description may be in narrative or in another form, and recipients are 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 Interim Final Rule, these services can include a broad range of services but may not be used directly for pension deposits or debt service.

Reporting requirements will 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 must 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.

1. Quarterly Reporting

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

- States and U.S. territories
- Tribal governments that received 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



For these recipients, the initial quarterly Project and Expenditure Report will cover three calendar quarters from March 3, 2021 to December 31, 2021 and must be submitted to Treasury by January 31, 2022. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 calendar days after the end of each calendar quarter. Quarterly reports are not due concurrently with applicable annual reports. The table below summarizes the quarterly report timelines:

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	March 31, 2027

2. Annual Reporting

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

- Tribal governments that received 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
- NEUs. To facilitate reporting, each NEU will need a 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.

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

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 will be required in Project and Expenditure Reports for both quarterly and annual reporting:

- a. **Projects:** Provide information on all SLFRF funded projects. Projects are new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project, the recipient will be 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 understanding of the major activities that will occur, and will be required to be between 50 and 250 words. 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 will be 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 will also be asked to provide additional programmatic data (described further below).

- b. **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
- c. **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
- d. **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 technical assistance, and understand the recipient's progress in program implementation. Treasury is not approving or pre-approving projects or 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 will be provided on the differences between Adopted Budget, Obligations, and Expenditures as part of the forthcoming User Guide.
- e. **Project Demographic Distribution – Collection of this data will be phased in; no data will be collected in this area before April 2022:** Recognizing the disproportionate impact of the pandemic-related recession on low-income and economically disadvantaged communities,



the Interim Final Rule encourages recipients to direct Fiscal Recovery Funds toward disproportionately impacted communities. Recipients are encouraged to design projects that prioritize economic and racial equity and promote equitable outcomes. Treasury is committed to supporting recipients in executing and reporting on projects that promote equity. In a subsequent version of the Reporting Guidance and User Guide, which will be released after the issuance of the Fiscal Recovery Fund Final Rule, Treasury will issue detailed requirements for reporting the project demographic distribution of Fiscal Recovery Fund projects.

- f. **Subawards:** Each recipient shall also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are greater than \$50,000.

Recipients do not also 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, or Direct Payment greater than \$50,000:

- Subrecipient identifying and demographic information (e.g., DUNS number and location)
- 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, loans, direct payments, and payments to individuals that are below \$50,000. This information will be accounted for by expenditure category at the project level.

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 must be reported. The recipient is responsible for the subrecipients' compliance with registering and maintaining an updated profile on SAM.gov.

- g. 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.
- h. Ineligible Activities: Tax Offset Provision (States and territories only): Treasury may collect additional information related to the Tax Offset Provision as described in section 602(c)(2) of the Social Security Act and implemented under 31 CFR 35.8 as part of the Project and Expenditure Report, such as but not limited to revenue reducing covered changes. Please see Section C.11 (Recovery Plan, Ineligible Activities: Tax Offset Provision) for more information.
- i. Required Programmatic Data (other than infrastructure projects): For all projects listed under the following Expenditure Categories (see Appendix 1), the information listed must be provided in each report.
 1. Payroll for Public Health and Safety Employees (EC 1.9) – *Collection to begin in January 2022*:
 - Number of government FTEs responding to COVID-19 supported under this authority
 2. Household Assistance (EC 2.1-2.5) – *Collection to begin January 2022*:
 - Brief description of structure and objectives of assistance program(s) (e.g., nutrition assistance for low-income households)
 - Number of households served (by program if recipient establishes multiple separate household assistance programs)
 - Brief description of recipient's approach to ensuring that aid to households responds to a negative economic impact of Covid-19, as described in the Interim Final Rule
 3. Small Business Economic Assistance (EC 2.9) – *Collection of this data will be phased in; no data will be collected in this area before April 2022*:
 - Brief description of the structure and objectives of assistance program(s) (e.g., grants for additional costs related to Covid-19 mitigation)
 - Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)
 - Brief description of recipient's approach to ensuring that aid to small businesses responds to a negative economic impact of COVID-19, as described in the Interim Final Rule
 4. Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (EC 2.11-2.12) – *Collection of this data will be phased in; no data will be collected in this area before April 2022*:
 - If aid is provided to industries other than travel, tourism, and hospitality (EC 2.12), a description of pandemic impact on the industry and rationale for providing aid to the industry
 - Brief narrative description of how the assistance provided responds to negative economic impacts of the COVID-19 pandemic



- For each subaward:
 - Sector of employer (Note: additional detail, including list of sectors to be provided in a users' guide)
 - Purpose of funds (e.g., payroll support, safety measure implementation)
- 5. Rehiring Public Sector Staff (EC 2.14) – *Collection to begin in January 2022:*
 - Number of FTEs rehired by governments under this authority
- 6. Education Assistance (EC 3.1-3.5) – *Collection to begin 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.¹⁵
- 7. Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2) – *Collection to begin in January 2022:*
 - List of sectors designated as critical to the health and well-being of residents by the chief executive of the jurisdiction, if beyond those included in the Interim Final Rule (Note: a list of sectors will be provided in the forthcoming users' guide).
 - Number of workers to be served
 - Employer sector for all subawards to third-party employers (i.e., employers other than the State, local, or Tribal government) (Note: a list of sectors will be provided in the forthcoming users' guide).
 - For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, for whom premium pay would increase total pay above 150 percent of their residing State's average annual wage, or their residing county's¹⁶ average annual wage, whichever is higher, on an annual basis:
 - 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.
- 8. Revenue replacement (EC 6.1) – *Collection began in August 2021:*

Under the Interim Final Rule, recipients calculate revenue loss using data as of four discrete points during the program: December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023. Revenue loss calculated as of December 31, 2020 will be reported in the Interim Report, as described above. For future calculation dates, revenue loss will be reported only in the Quarter 4 reports

¹⁵ For more information on NCES identification numbers see <https://nces.ed.gov/ccd/districtsearch/> (districts) and <https://nces.ed.gov/ccd/schoolsearch/> (schools).

¹⁶ *County* means a county, parish, or other equivalent county division (as defined by the Census Bureau). See 31 CFR 35.3.



due January 31, 2022, January 31, 2023, and January 31, 2024. Reporting on revenue loss should include:

- General revenue collected over the past 12 months as of the most recent calculation date, as outlined in the Interim Final Rule (for example, for the January 31, 2022 report, recipients should provide 12 month general revenue as of December 31, 2021).
- 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 to be provided in user guide).

In calculating general revenue and the revenue loss due to the COVID-19 public health emergency, recipients should follow the same guidance as described above for the Interim Report.

- j. Required Programmatic Data for 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 infrastructure projects (EC 5) – Collection to begin in January 2022:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)
- 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.¹⁷Recipients 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:

¹⁷ 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.



- 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;
 - 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;
 - 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.
2. Water and sewer projects (EC 5.1-5.15) *Collection to begin in January 2022 and 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)
 - Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
3. Broadband projects (EC 5.16-5.17) *Collection to begin in January 2022:*
- 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 symmetrical 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.
 - Please note: additional programmatic data will be required for broadband projects beginning in July 2022 and will be defined in a subsequent version of the Reporting Guidance.
- k. NEU Documentation (NEUs only): Each NEU will also be asked to provide the following information once their accounts are established in Treasury's Reporting Portal and prior to the due date for their first annual 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 will be 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, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to publish and submit to Treasury a Recovery Plan performance report ("Recovery Plan"). Each Recovery Plan must be posted on the public-facing website of



the recipient by the same date the recipient submits the report to Treasury. This reporting requirement includes uploading a link to the publicly available document report along with providing data in the Treasury reporting portal.

The Recovery Plan will provide the public and Treasury information on the projects recipients are undertaking 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 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 determined by Treasury. Treasury will provide a recommended template but recipients may modify this template as appropriate for their jurisdiction. The Recovery Plan will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury.

The initial Recovery Plan will cover the period from the date of award to July 31, 2021 and must 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 will be required to submit the report to Treasury within 30 days after the end of the 12-month period (by July 31). The table below summarizes the report timelines:

Annual Report	Period Covered	Due Date
1	Award Date – July 31, 2021	August 31, 2021
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	March 31, 2027

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

1. Executive Summary

Provide a high-level overview of the jurisdiction’s intended and actual uses of funding including, but not limited to: the jurisdiction’s plan for use of funds to promote a response to the pandemic and 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

Describe in further detail your jurisdiction’s intended and actual uses of the funds, such as how your jurisdiction’s approach would help support a strong and equitable recovery from the COVID-19 pandemic and economic downturn. Describe any strategies employed to maximize programmatic impact and effective, efficient, and equitable outcomes. Given the broad eligible uses of funds and the specific needs of the jurisdiction, please also explain how the funds would support the communities, populations, or individuals in your jurisdiction. Your description should address how you are promoting each of the following, to the extent they apply:

- a. Public Health (EC 1): As relevant, describe how funds are being used to respond to COVID-19 and the broader health impacts of COVID-19 and the COVID-19 public health emergency.



- 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 to households and small businesses.
- c. Services to Disproportionately Impacted Communities (EC 3): As relevant, describe how funds are being used to provide services to communities disproportionately impacted by the COVID-19 public health emergency.
- d. Premium Pay (EC 4): As relevant, describe the approach, goals, and sectors or occupations served in any premium pay program. Describe how your approach prioritizes low-income workers.
- e. Water, sewer, and broadband infrastructure (EC 5): Describe the approach, goals, and types of projects being pursued, if pursuing.
- f. Revenue Replacement (EC 6): Describe the loss in revenue due to the COVID-19 public health emergency and how funds have been used to provide government services.

Where appropriate, recipients should also include information on your jurisdiction's use (or planned use) of other federal recovery funds including other programs under the American Rescue Plan such as Emergency Rental Assistance, Housing Assistance, and so forth, to provide broader context on the overall approach for pandemic recovery.

3. Promoting equitable outcomes

Describe efforts to promote equitable outcomes, including how programs were designed with equity in mind. Please include in your description how your jurisdiction will consider and measure equity at the various stages of the program, including:

- a. Goals: Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?
- b. Awareness: How equal and practical is the ability for residents or businesses to become aware of the services funded by the 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: Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?

Treasury encourages uses of funds that promote strong, equitable growth, including racial equity. Please describe how your jurisdiction's planned or current use of funds prioritizes economic and racial equity as a goal, names specific targets intended to produce meaningful equity results at scale, and articulates the strategies to achieve those targets. In addition, please explain how your jurisdiction's overall equity strategy translates into the specific services or programs offered by your jurisdiction in the following Expenditure Categories:

- a. 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); and other strategies that provide disadvantaged groups with access to education, jobs, and opportunity.
- b. Services to Disproportionately Impacted Communities (EC 3): services to address health disparities and the social determinants of health, build stronger neighborhoods and communities (e.g., affordable housing), address educational disparities (e.g., evidence-based tutoring, community schools, and academic, social-emotional, and mental health



supports for high poverty schools), and promote healthy childhood environments (e.g., home visiting, child care).

The initial report must describe efforts to date and intended outcomes to promote equity. Each annual report thereafter 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. Please also describe any constraints or challenges that impacted project success in terms of increasing equity. In particular, this section must describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities.

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.

4. Community Engagement

Please describe how your jurisdiction's planned or current use of funds incorporates written, oral, and other forms of input that capture diverse feedback from constituents, community-based organizations, and the communities themselves. Where relevant, this description must include how funds will build the capacity of community organizations to serve people with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.

5. Labor Practices

Describe workforce practices on any infrastructure projects being pursued (EC 5). 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

The Recovery Plan should identify whether SLFRF funds are being used for evidence-based interventions¹⁸ and/or if projects are being evaluated through rigorous program evaluations that are designed to build evidence. Recipients must briefly describe the goals of the project, and the evidence base for the interventions funded by the project. Recipients must specifically identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project in the Public Health (EC 1), Negative Economic Impacts (EC 2), and Services to Disproportionately Impacted Communities (EC 3) Expenditure Categories.¹⁹

Recipients are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted. Recipients are encouraged to use 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

¹⁸As noted in Appendix 2, evidence-based refers to interventions with strong or moderate levels of evidence.

¹⁹ Of note, recipients are only required to report the amount of the total funds that are allocated to evidence-based interventions in the areas of Public Health, Negative Economic Impacts, and Services to Disproportionately Impacted Communities that are marked by an asterisk in Appendix 1: Expenditure Categories.



Administration for Children and Families, as well as other clearinghouses relevant to particular projects conducted by the recipient. In such cases where a recipient is conducting a program evaluation in lieu of reporting the amount of spending on evidence-based interventions, they 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 completed evaluation if relevant).²⁰ 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 would study their project along with similar projects in other jurisdictions that are focused on the same set of outcomes. In such cases, recipients may be asked to share information and data that is needed for the national evaluation.

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.²¹

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

7. Table of Expenses by Expenditure Category

Please include a table listing the amount of funds used in each Expenditure Category (See Appendix 1). The table should include cumulative expenses to date within each category, and the additional amount spent within each category since the last annual Recovery Plan.

8. Project Inventory

List the name and provide a brief description of all SLFRF funded projects. Projects are new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project, include the project name, funding amount, identification number (created by the recipient and used thereafter in the quarterly Program and Expenditure Report), project Expenditure Category (see Appendix 1), and a description of the project which includes an overview of the main activities of the project, the approximate timeline, primary delivery mechanisms and partners, if applicable, and intended outcomes. 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 investment projects (EC 5), project-level reporting will be more detailed, as described for the Project and Expenditure Report above. Projects in this area may be grouped by Expenditure Category if needed, with further detail (such as the specific project name and identification number) provided in the Project and Expenditure Report. For infrastructure projects, descriptions should note how the project contributes to addressing climate change.

9. Performance Report

The Recovery Plan must include key performance indicators for the major SLFRF funded projects undertaken by the recipient. The recipient has flexibility in terms of how this information is presented in the Recovery Plan, and may report key performance indicators for

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

²¹ For more information on learning agendas, please see [OMB M-19-23](#)



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.

Performance indicators should include both output and outcome measures. Output measures, such as 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 models²² to identify their output and outcome measures. While the initial report will focus heavily on early output goals, recipients must include the related outcome goal for each project and provide updated information on achieving these outcome goals in 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. 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 program evaluations.

10. Required Performance Indicators and Programmatic Data

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 may be included in each recipient's Recovery Plan as they determine most appropriate, including combining with the section above, but this data will also need to be entered directly into the Treasury reporting portal. Below is a list of required data for each Expenditure Category:

- a. Household Assistance (EC 2.2 & 2.5) and Housing Support (EC 3.10-3.12):
 - Number of people or households receiving eviction prevention services (including legal representation)
 - Number of affordable housing units preserved or developed
- b. Negative Economic Impacts (EC 2):
 - 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
- c. Education Assistance (EC 3.1-3.5):
 - Number of students participating in evidence-based tutoring programs²³
- d. Healthy Childhood Environments (EC 3.6-3.9):
 - Number of children served by childcare and early learning (pre-school/pre-K/ages 3-5)
 - Number of families served by home visiting

The initial report should include 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

²² 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.

²³ 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).



narrative adding any additional context to help the reader interpret the results and understand the 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.

11. Ineligible Activities: Tax Offset Provision (States and territories only)

The following information is required for Treasury to ensure SLFRF funding is not used for ineligible activities.

In each reporting year, States and territories will report certain items related to the Tax Offset Provision as described in section 602(c)(2) of the Social Security Act and implemented by 31 CFR 35.8. Additional guidance will be forthcoming for reporting requirements regarding the tax offset provision and additional information that Recipients will report once the Final Rule goes into effect.

a. Revenue-reducing Covered Changes: Collection began August 2021:

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 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 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. The term "covered change," and "tax revenue" are described in the Interim Final Rule, 31 CFR 35.3. For additional information, see 602(c)(2) of the Social Security Act, the Interim Final Rule, and 31 CFR 35.8.

D. Distributions to NEUs

Each State and territory is asked to provide regular updates on their NEU distribution as well as their distributions to units of general local government within counties that are not units of general local government (Non-UGLG). 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 DUNS 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), 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

The Expenditure Categories (EC) 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-10 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

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: Infrastructure²⁴	
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)

*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 disadvantaged communities (see Project Demographic Distribution section above for details)

²⁴ Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.



Appendix 2: Evidenced-Based Intervention Additional Information

What is evidence-based?

For the purposes of the SLFRF, 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 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.

**Revision Log**

Version	Date Published	Summary of changes
1.0	June 17, 2021	Initial publication
1.1	June 24, 2021	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Announced the extension in the Project and Expenditure Report submission date, originally due on October 31, 2021.
2.0	November 5, 2021	<ul style="list-style-type: none"> • Updated Subrecipient Monitoring section to clarify beneficiaries and recipients. • Updated references to 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	<ul style="list-style-type: none"> • Updated pages 9 and 11 to note that civil rights certification is not applicable to Tribal Governments.



CODE ENFORCEMENT

OF THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598

November 22, 2021

From: Zoning Enforcement Officer, Town of Kent:
To: Supervisor Fleming, Town board members, Town of Kent:
Subject: Violation requiring town corrective action:

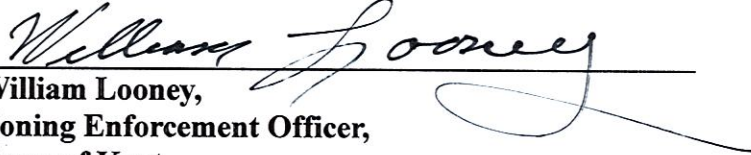
Enclosed please find violation issued by the undersigned and bids for correction.
Site owners have not responded to Notices of Violation with correction.

Location requiring correction:
17 Briarcliff Road:

The following proposals have been submitted:

FI Adams Inc. \$650.00
AAA Carting did not submit a bid.
Suburban Carting did not submit a bid.

For your consideration and approval.



William Looney,
Zoning Enforcement Officer,
Town of Kent.



CODE ENFORCEMENT
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598
KENTCODES@GMAIL.COM
ORDER TO REMEDY VIOLATION

Location: 17 Briarcliff Rd Kent, NY 10512

Map NO: 33.66-2-3

Date: 9/13/2021

TO:

Jorge Quituisaca
17 Briarcliff Rd
Kent Lakes, NY 10512

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55a-Property Maintenance Code\Section 11 Subs B-1-A- Rubbish


at premises hereinafter described in that:

RUBBISH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF RUBBISH AS DESCRIBED BY CODE.

OWNER/AGENT MUST REMOVE ALL SUCH DESCRIBED DEBRIS INCLUDING BUILDING MATERIALS AND CUT BRUSH FROM SITE.

OWNER/AGENT MUST NOTIFY THIS OFFICE WITHIN TEN DAYS OF A PROPOSAL TO REMEDY THE AFOREMENTIONED VIOLATION. IF THE REMEDY IS NOT FORTHCOMING THE TOWN OF KENT WILL CONTRACT WITH A VENDOR TO CORRECT THE VIOLATION AND THE FEE CHARGED WILL BE CHARGED TO THE PROPERTY OWNER OR THE TAX ASSESSMENT LEVIED ON THE SITE.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and remedy the conditions above mentioned. Failure to remedy the conditions aforesaid and to comply with the law may constitute an offense punishable by fine or imprisonment or both.


WILLIAM LOONEY
ZONING ENFORCEMENT OFFICER
TOWN OF KENT



610 Route 292
Holmes, NY 12531 Fiadamsinc@gmail.com
(845)-855-3733 (914)760-8959

FI Adams, Inc.

Estimate

For: Town Of Kent Billy Looney
kentcodes@gmail.com
17 Briarcliff Rd
Carmel, NY, 10512

Estimate No: 408
Date: 11/16/2021

Description	Quantity	Rate	Amount
Remove pile of brush and roots as per photo from 17 Briarcliff road, Carmel NY.	1	\$650.00	\$650.00

Subtotal	\$650.00
TAX 0%	\$0.00
Total	\$650.00

Total **\$650.00**

**Agreement
between
COUNTY OF PUTNAM
and
TOWN OF KENT**

THIS AGREEMENT, made by and between **COUNTY OF PUTNAM**, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, by and through its Office for Senior Resources (hereinafter referred to as the "COUNTY") and **TOWN OF KENT**, a municipal subdivision located at 25 Sybil's Crossing, Kent Lakes, New York 10512 (hereinafter referred to as the "TOWN").

WHEREAS, the TOWN is a municipal subdivision in the County of Putnam, with more than 2,000 residents over the age of 60 years; and

WHEREAS, the parties herein recognize a need for linkage to County and other governmental agencies for residents of the TOWN who are over the age of 60 years; and

WHEREAS, the TOWN agrees that an Outreach Worker provided by the COUNTY to the TOWN in order that such linkage be provided to residents of the TOWN who are over the age of 60 years, as more fully described herein, is in the best interests of the TOWN.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The TOWN agrees to pay the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS to the COUNTY for the services of an Outreach Worker, to be furnished by the COUNTY and agreeable to the TOWN, in accordance with the terms and conditions set forth herein.

SECOND: The COUNTY agrees to provide an Outreach Worker to the TOWN, upon the terms and conditions set forth herein:

Duties:

- a) The Outreach Worker shall actively seek out and assist persons residing in the TOWN's geographical area who are over the age of 60 years and have health and/or financial problems and/or are in need of governmental assistance; and
- b) The Outreach Worker shall provide such persons with the guidance and assistance necessary to contact and/or make application for/to obtain services from the proper governmental agencies and other available resources.

Hours:

- a) The Outreach Worker shall be available to guide and assist such persons at a designated area provided by the Office for Senior Resources and provide office hours and home visits, on demand and as deemed necessary to carry out the foregoing services, for a minimum of 12.5 hours per week.

THIRD: The COUNTY agrees that it will at all times faithfully, industriously and to the best of its ability, perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the TOWN.

FOURTH: The term of this Agreement will commence January 1, 2022 and will terminate on December 31, 2022, unless otherwise terminated in accordance with paragraphs "SEVENTH" or "EIGHTH" hereof.

FIFTH: As also provided in Paragraph "FIRST" herein, for the services rendered by the Outreach Worker according to Paragraph "SECOND", the TOWN shall submit full

payment in the amount of \$2,500.00 to the COUNTY on or before December 31, 2022. It is understood and agreed that any reduction in payment to the COUNTY by the TOWN may result in reduced hours (including benefits) of the Outreach Worker.

The COUNTY shall be responsible for the payment of the Outreach Worker's salary and benefits, including training expenses and other related costs, over and above the sums payable to the COUNTY by the TOWN under this Agreement. Additionally, to the extent the Outreach Worker is required to use his/her personal vehicle in the performance of his/her duties under the terms of this Agreement, the COUNTY shall reimburse the Outreach Worker for such expenses at the current Internal Revenue Service approved mileage rate.

Any and all requests for payment to be made will be submitted on properly executed claim forms (or invoices) of the COUNTY and paid only after approval by the Director of the Office for Senior Resources or his/her duly authorized representative.

The COUNTY'S files and records shall be kept in accordance with sound accounting practices and each transaction shall be fully documented. Should the TOWN request such files and records, the COUNTY shall provide the files and records to the TOWN, within ten (10) business days of the TOWN'S request.

SIXTH: The work to be performed pursuant to the terms of this Agreement will commence promptly upon assignment by the Director of the Office for Senior Resources or his/her duly authorized representative and will be conducted in the best interest of the parties.

SEVENTH: It is understood and agreed by and between the parties hereto that payment by the TOWN under the terms of this Agreement is a material element of this Agreement. Any failure to provide said payment will be deemed a material breach and this Agreement will

terminate without notice. No substitution of the services will be permitted during the term of this Agreement without the express written consent of the TOWN.

EIGHTH: Except as otherwise provided in paragraph "SEVENTH" herein, the COUNTY, upon ten (10) days' notice to the TOWN, may terminate this Agreement, in whole or in part, when the COUNTY deems it to be in its best interest. In such event, reimbursement to the TOWN for payments already made by the TOWN will be prorated and the COUNTY will be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

The TOWN, upon thirty (30) days' notice to the COUNTY, may terminate this Agreement, in whole or in part, when the TOWN deems it to be in its best interest.

In the event of a dispute as to the value of the services rendered to the TOWN by the Outreach Worker prior to the date of termination, it is understood and agreed that the Director of the Office for Senior Resources or his/her duly authorized representative will determine the value of such services rendered by the Outreach Worker. Such reasonable and good faith determination will be accepted by the TOWN as final.

NINTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the COUNTY is void.

TENTH: Where applicable, the COUNTY will comply, at its sole expense, with the provisions of all state and municipal requirements and with all state and federal laws applicable to the COUNTY as an employer of labor or otherwise. The COUNTY will further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of

its employees, partners, associates, subcontractors and others employed to render the services hereunder, as applicable.

ELEVENTH: No discrimination by the COUNTY will be permitted during the performance of this Agreement with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation or beliefs.

TWELFTH: TOWN agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the County of Putnam and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof, unless that liability was created by the sole and exclusive negligence of the COUNTY. The TOWN further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

COUNTY agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the Town of Kent and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the

performance hereof, unless that liability was created by the sole and exclusive negligence of the TOWN. The COUNTY further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

THIRTEENTH: The failure of the COUNTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the COUNTY of any provision hereof shall be implied.

FOURTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the COUNTY: **COUNTY ATTORNEY**
48 Gleneida Avenue
Carmel, New York 10512

To the TOWN: **TOWN OF KENT**
25 Sybil's Crossing
Kent Lakes, New York 10512

All notices shall be effective on the date of mailing.

FIFTEENTH: COUNTY may terminate or suspend its performance under the Agreement immediately upon the occurrence of a "force majeure". For purposes of the Agreement, "Force Majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, pandemic, epidemic, governmental emergency orders and any

unforeseen circumstances and acts beyond the control of the COUNTY which render the performance of its obligations impossible.

SIXTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

SEVENTEENTH: This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

EIGHTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the TOWN, the required COUNTY signatories and the County Executive.

Maureen Fleming

From: Paul Denbaum
Sent: Monday, December 6, 2021 3:26 PM
To: Maureen Fleming; Jamie McGlasson; Christopher Ruthven; ntag@hoganandrossi.com; William Huestis
Subject: Mining Law

Maureen,

See below for proposed mining law, revised based on my review of the experts materials. I would like this on tomorrow agenda for discussion. Thanks.

Paul

Chapter 63 of Town of Kent Code is amended as follows:

Notwithstanding any contrary in any subsection of Chapter 63 of the Town of Kent Code, Soil Removal Law, no permit shall be issued for Mining.

Mining shall be defined as: The extraction of overburden and mineral from the earth, the preparation and processing of mineral, including any activities or processes or part thereof for the extraction or removal of mineral from their original location and the preparation, washing cleaning, crushing, stockpiling or together processing of minerals so as to make them suitable from commercial, industrial, or construction at the site the Mining occurred or at any other site or location.

All soil removal in the C or IOC zoning districts shall be governed by this Chapter and any authorization to remove soil shall only be granted pursuant to this Chapter. No authority for Soil Removal or Mining as defined in this Chapter shall be governed by any provisions of Chapter 77 of the Town Code.

Town of Kent, NY
Monday, December 6, 2021

Chapter 63. Soil Removal

§ 63-1. Temporary permit.

[Amended 3-26-1973]

The Town Board may grant a temporary permit for the excavation of sand, gravel, topsoil, rock and other natural material in accordance with the standards and procedures established in this chapter.

§ 63-2. Application procedures; fee; map and plan.

[Amended 9-8-1970; 3-26-1973; 12-13-1999 by L.L. No. 5-1999]

A temporary permit may be issued upon the filing of a written application with the Town Board, together with all applicable fees as set forth in § 63-2.1 and a map and plan prepared by and bearing the seal of a land surveyor or professional engineer duly licensed to practice in the State of New York, said map and plan to designate the following:

- A. Existing contour lines on the premises and proposed contour lines resulting from the intended excavation or removal of soil, shown on a map drawn to a scale of not less than 100 feet to the inch and with a contour interval not to exceed two feet.
- B. Existing and proposed drainage on the premises.
- C. Existing rivers, streams or watercourses on or adjacent to the premises.
- D. Adjoining properties and streets.
- E. Proposed truck access to the property.
- F. A stormwater pollution prevention plan (SWPPP) consistent with the requirements of the Town of Kent Code, Chapter 66, Articles IV and V. The SWPPP shall meet the performance and design criteria and standards in Chapter 66, Article IV. The approved permit shall be consistent with the provisions of Chapter 66.

[Added 1-14-2008 by L.L. No. 2-2008^[1]]

[1] *Editor's Note: This local law also renumbered former Subsection F as Subsection G.*

- G. Such additional information as the Town Board may deem necessary in order to decide upon such application.

§ 63-2.1. Application fees.

[Added 12-13-1999 by L.L. No. 5-1999]

All applications for a soil removal permit shall be accompanied by a fee which shall cover the reasonable cost associated with the processing and review of any such application submission or request, excluding SEQRA processing and review fees as set forth in Subsection E below.

- A. All application fees shall be nonrefundable and shall be in an amount set forth in a fee schedule established, and amended from time to time, by resolution of the Town Board.^[1] No

fees shall be required from the Town or any of its districts. Fees shall be paid to the Town of Kent by certified check.

[1] *Editor's Note: See Ch. 36, Fees.*

- B. The Town Board, in the review of any application presented to it, may refer such application to any planner, engineer, environmental expert, legal counsel or other professional as such Board shall deem reasonably necessary to assist it in the review of such application as required by law. Fees charged by such professionals shall be in accordance with fees usually charged for such services in the metropolitan New York region and pursuant to a contractual agreement between the Town and such professional. All such charges shall be paid by the Town upon submission of a Town voucher.
- C. The Town Board may suspend its review of an application if all required fees are not paid to the Town of Kent. A building permit or certificate of occupancy or use shall not be issued unless all applicable fees charged in connection with the applicant's project have been paid to the Town.
- D. No application or request shall be deemed complete for review purposes without payment of any and all applicable fees.
- E. In the event that a positive declaration is issued by the approval authority, in accordance with the provisions and procedures of the New York State Environmental Quality Review Act (SEQRA), regarding the subject application, the following procedures shall be followed for that portion of the application review process:
 - (1) The approval authority may require the establishment of a SEQR escrow account funded by the applicant, from which withdrawals shall be made to reimburse the Town for the cost of professional review services. An applicant, upon request, shall be provided with copies of any voucher for such services as they are submitted to the Town. Such reimbursable costs shall be in addition to any and all other required fees by this or any other section of this chapter or any other Town law, ordinance or regulation.
 - (2) The applicant shall deposit with the Town SEQR escrow account funds as follows:
 - (a) The applicant shall deposit an initial escrow amount to be determined by the approval authority based on its evaluation of the nature and complexity of the application and the pending SEQR process. Said initial escrow amount is only an estimate and is for the convenience of the applicant, and shall not be binding upon the approval authority.
 - (b) When the balance in a SEQR escrow account is reduced to 1/2 of the initial escrow amount, the applicant shall deposit additional funds into such account to bring its balance up to 100% of the amount of the initial escrow amount, or to some lesser amount as deemed acceptable by the approval authority to complete the environmental review of the application. If such escrow account is not replenished within 20 days after the applicant is notified, in writing, of the requirement for such additional deposit, the approval authority may suspend its review of the application. A building permit or certificate of occupancy or use shall not be issued and no approval of plats, subdivisions, site plans, conditional use permits, special permits or any and all other development activities authorized by this chapter which are at the request of an applicant shall be granted unless all professional review fees charged in connection with the applicant's project have been reimbursed to the Town.
 - (c) SEQR escrow fees shall not exceed the amounts allowed pursuant to SEQR 6 NYCRR Part 617, as may be amended from time to time.
 - (d) After all pertinent professional service charges have been paid, the Town shall, upon request, refund to the applicant any funds remaining on deposit in the SEQR escrow account.
- F. Collection of fees. All required fees shall be collected by the Clerk or Secretary of the Board having jurisdiction over the application.

§ 63-3. Public hearing.

[Amended 9-8-1970]

The Town Board, upon receipt of the completed application as aforesaid described, shall hold a public hearing after publication of notice thereof in the paper designated by the Town Board at least 10 days prior to the hearing. The applicant is to receive 10 days' notice of the hearing by mail. The contiguous and adjacent property owners shall be notified by regular mail by the Town Clerk.

§ 63-4. Conditions of issuance.

[Amended 3-26-1972]

The Town Board shall approve, modify and approve or disapprove the application within 30 days and may grant a temporary permit, not exceeding one year, if it shall find that such excavation will not result in an ecological change which is detrimental to the area in question, or the creation of any sharp declivities, pits or depressions or unsightly conditions, soil erosion, the destruction of the fertility of the land, depressed land values, or create any drainage or sewerage problems or other conditions which would impair the use of the property in accordance with the Zoning Ordinance,^[1] and that such excavation will be in harmony with the general purpose and intent of the Zoning Ordinance, and if the Town Board further finds that the operation to be permitted is capable of being completed within the time provided in the permit.

[1] *Editor's Note: See Ch. 77, Zoning.*

§ 63-6. Revocation of permit.

Any temporary permit issued pursuant to the provisions of this chapter may be revoked by the Town Board after notice in writing and a hearing, for the following reasons:

- A. Violation of any conditions of the temporary permit.
- B. Violation of any provisions of this chapter or any other law or regulation relating to the work permitted.
- C. The existence of any condition or the doing of any act constituting or creating a nuisance or endangering the life or property of another.

§ 63-7. Penalties for offenses.

[Added 3-26-1973]

Any person committing any offense against any provision of this chapter shall, upon conviction, be punishable as follows: by imprisonment for a term not exceeding 15 days or by a fine not exceeding \$250, or by both such fine and imprisonment.

**Millennium Strategies LLC
25 Smith Street, Suite 401
Nanuet, NY 10954**

This Agreement is made and entered into on December 3, 2021 between **MILLENNIUM STRATEGIES LLC** (herein referred to as “Consultant”) located at 25 Smith Street, Suite 401, Nanuet NY 10954 and the **TOWN OF KENT** (herein referred to as “Client”) located at 25 Sybil’s Crossing, Kent Lakes NY 10512.

SCOPE OF SERVICES

Consultant will provide full suite of Grant Research and Writing Services including but not limited to the following:

- Ongoing evaluation of the Town’s funding procurement efforts -- this process will include necessary meetings with key personnel to evaluate and determine past successes compared to future funding goals.
- Notification of all available governmental and non-governmental funding opportunities – The Town will receive detailed memoranda of potential funding opportunities that include an explanation of what Millennium Strategies will do and what the Town’s responsibilities are in order to complete the grant application and produce the best possible product for submission.
- Research, preparation (writing), submission and follow up including stakeholder support of all targeted available governmental and non-governmental funding applications.
- Acting as a liaison on behalf of the Town with stakeholder and governmental officials and their offices pertaining to grant and funding procurement services that Millennium undertakes on your behalf.

TERM

The term of this Agreement shall commence on November 1, 2021 and shall run through October 31, 2022.

COMPENSATION

Consultant shall receive a monthly retainer of \$2,500 to provide the services described above. Consultant’s fee is not contingent upon the successful awarding of funds for these grant applications. There are no hidden costs associated with this fee structure which includes all travel time and expenses.

HOLD HARMLESS

**Millennium Strategies LLC
25 Smith Street, Suite 401
Nanuet, NY 10954**

Each party hereby agrees to defend, indemnify and hold the other party harmless from any expense, loss, liability, or claim incurred directly or indirectly by the responsible party with respect to any actions or omissions, authorized or unauthorized, of such party, its employees, agents, servants, subcontractors, or assignees with respect to this Agreement. Indemnification shall include, but not be limited to fees, claims, demands, and losses, court costs, settlement costs, and counsel fees whatsoever the nature, without limitation.

ASSIGNABILITY

This Agreement is not assignable without the prior written consent of all parties.

BINDING

This Agreement shall be binding upon each party's successors or assignees.

LAW

The terms of this Agreement shall be governed by the laws of the State of New York.

DISPUTES

The parties hereto stipulate and agree that any dispute between them, whether equitable or legal relief is sought shall be venued in the Supreme Court of Putnam County. Each of the parties to this Agreement further stipulate and agree to the personal and subject matter jurisdiction of the Supreme Court of Putnam County, in such dispute or proceeding.

AGREED TO AND ACCEPTED BY:

Date:

MILLENNIUM STRATEGIES, LLC

12/3/2021

By:



Dave Jenkins, Director of Operations

Date:

TOWN OF KENT

By:

Maureen Fleming, Supervisor