



Sullivan County County Legislature

100 North Street
Monticello, NY 12701

Meeting Agenda - Final - Revised

Chairman Nadia Rajsz
Vice Chairman Joseph Perrello
Legislator Matt McPhillips
Legislator Brian McPhillips
Legislator Nicholas Salomone Jr.
Legislator Catherine Scott
Legislator Luis Alvarez
Legislator Amanda Ward
Legislator Terry Blosser-Bernardo

Thursday, September 18, 2025

10:30 AM

Government Center

Call to Order and Pledge of Allegiance

Roll Call of Legislators

Presentations

1. Center for Discovery
2. Regional Food Bank

Communications

Public Comment

Resolutions

1. Resolution to authorize the County Manager or Chairperson of the Legislature to execute Requests for Amendments for the Agreement with the Northern Border Regional Commission’s funding of the County Bridge 368 federal aid project. [ID-7680](#)
2. Resolution to authorize the filing of a pre-application for submission of a full application for a State Grant in-aid for Municipal Waste Reduction and Recycling Coordinator/Education project and authorizing the County Manager to execute the associated state contract if offered under the appropriate laws of New York State (“NYS”) [ID-7684](#)

3. To Authorize One (1) Public Hearing for The Sullivan County Office for the Aging [ID-7707](#)
Sponsors: Office for the Aging and Deoul
Attachments: [Public Notice Public Hearing 2025](#)
4. RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO APPROVE THE 2026 STOP DWI PLAN AND AUTHORIZE THE COUNTY MANAGER TO SIGN ANY NECESSARY AGREEMENTS [ID-7711](#)
Attachments: [2026 STOP DWI PLAN](#)
5. RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE THE SHERIFF'S OFFICE TO ENTER INTO AN AGREEMENT WITH THE SULLIVAN COUNTY CIVIL SERVICE EMPLOYEES' ASSOCIATION (CSEA) CONCERNING THE CANINE PROGRAM [ID-7712](#)
6. RESOLUTION INTRODUCED BY HUMAN RESOURCES COMMITTEE TO RECLASSIFY THREE POSITIONS IN THE DEPARTMENT OF PURCHASING AND CENTRAL SERVICES [ID-7715](#)
7. To authorize the County Manager to apply and accept a State Municipal Facilities Grant Award of \$125,000 for the design and construction of an access drive, parking area and hiking trails for Callicoon Riverside Park. [ID-7719](#)
8. Resolution introduced by the Economic Development Committee to authorize the Chair of the Legislature to sign the Sullivan County Four Year Local Workforce Development Plan [ID-7720](#)
Attachments: [Sullivan LWDA Local Plan 2025 2029](#)
9. To appoint members to the Sullivan County Land Bank Corporation. [ID-7722](#)
10. To direct the development and issuance of a Request for Proposals for a countywide groundwater study. [ID-7723](#)
11. To award funding through the 2025 Removal of Unsafe Structures (RUS) Program to two municipalities. [ID-7724](#)
12. RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE AND EXECUTE A LEASE WITH A THIRD-PARTY LAND OWNER FOR THE LEASE OF LAND TO SUPPORT THE OPERATION OF PUBLIC SAFETY COMMUNICATIONS FACILITIES [ID-7727](#)

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13. RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE A RIGHT-OF-WAY AGREEMENT WITH THE SULLIVAN WEST CENTRAL SCHOOL DISTRICT [ID-7728](#)
14. Resolution to authorize reimbursable third-party vendor agreements, amendments, updates [ID-7731](#)
15. RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO ACCEPT THE DONATION OF AN AMBULANCE FROM THE BOARD OF COOPERATIVE EDUCATION SERVICES (BOCES) TO THE SULLIVAN COUNTY DIVISION OF PUBLIC SAFETY [ID-7733](#)
16. TO AMEND RESOLUTION NO. 387-22 AMENDING THE DATES OF A GRANT AWARDED FROM THE NEW YORK STATE OFFICE OF VICTIM SERVICES [ID-7734](#)
- Attachments:** [8.22 final executed contract C11381GG Year 3 Executed Contract](#)
17. Establishing a Sister Community Partnership Between Sullivan County, New York and Ternopil Region, Ukraine [ID-7735](#)
18. To accept and enter into a contract with the New York State Department of Health, Division of Family Health, to provide funding for the Children and Youth with Special Health Care Needs (CYSHCN) Program. [ID-7737](#)
19. RESOLUTION INTRODUCED BY THE ECONOMIC DEVELOPMENT COMMITTEE TO AUTHORIZE AN AGREEMENT WITH THE TOWN OF LIBERTY TO PROVIDE FUNDING FOR THE OLD ROUTE 17 LIBERTY WATER AND SEWER INFRASTRUCTURE PROJECT [ID-7740](#)
20. Execute a contract with Custodial Cleaning Services at various county buildings [ID-7747](#)
21. Authorize contract modification with Highway Job Order Contract Project [ID-7750](#)
22. Document the County's commitment to continue maintenance of CB 368 [ID-7751](#)
23. To execute agreements for the operation of Warming Centers located in Monticello and Liberty. [ID-7752](#)
24. To Modify the 2025 Budget [ID-7756](#)
- Attachments:** [August 31 2025 Resolution Needed](#)
25. To execute agreement with New York and other State or Commonwealth approved Foster Care Related Service Providers [ID-7757](#)
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26. Set Public Hearing for 10/16/25 at 11am for HONOR-Homeless Shelter [ID-7776](#)
27. The Legislative Discretionary Funding program is designed to assist Sullivan County and County-oriented entities with achieving such goals as public safety, public health, youth services, community development, and economic development [ID-7713](#)
28. Requesting Designation Under the Hudson Valley Community Preservation Act To Enable Local Farmland and Open Space Protection Programs [ID-7732](#)
29. RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO SIGN THE 2025-2026 ANNUAL PLAN UPDATE TO THE 2024–2028 FOUR-YEAR PLAN FOR THE SULLIVAN COUNTY OFFICE FOR THE AGING [ID-7754](#)
- Sponsors:** Office for the Aging and Deoul
- Attachments:** [25-pi-08-review-and-approval-standard-dates-pdf](#)
30. RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AMEND RESOLUTION #256-22 FOR THE PURPOSE OF CONTINUING THE CURRENT LEASE ON A MONTH-BY-MONTH BASIS UNTIL SUCH TIME AS THE PARTIES ENTER INTO A NEW LEASE AGREEMENT. [ID-7758](#)
31. Authorize County Manager to vote in favor of Chapter 11 Plan of Purdue Pharma L.P. [ID-7763](#)
32. Amend Resolution No, 319-25 regarding the real property tax exemption for Veterans who have a 100 percent service connected disability [ID-7764](#)
33. TO AMEND RESOLUTION NO. 202-16 AMENDING THE APPEARANCE FEES FOR STENOGRAPHERS [ID-7766](#)
34. Authorize Sullivan County Early Intervention Program to reimburse respite providers for eligible children [ID-7767](#)
35. Permit former owners to repurchase parcels [ID-7768](#)
- Attachments:** [2025 Repurch-PS 4 sch a](#)
36. INTRODUCED BY THE EXECUTIVE COMMITTEE TO APPROVE ALLOCATION OF 2025-2026 New York State Office of Children and Family Services funding and COUNTY FUNDS TO YOUTH PROGRAMS [ID-7769](#)
- Sponsors:** Office for the Aging and Deoul
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37. To authorize an inter-municipal agreement with the Town of Forestburgh and Town of Thompson to establish a cooperative framework for the joint review of the Town Line Solar Project. [ID-7770](#)
38. To declare Lead Agency and issue a Negative Declaration associated with the State Environmental Quality Review for the Callicoon Park. [ID-7771](#)
- Attachments:** [SC_Callicoon FEAF CLEAN 07182025 feafpart2-9-12-25 feafpart3-9-11-25](#)
39. Authorize the Sullivan County Visitors Association (SCVA) Tourism Grant Program [ID-7772](#)
- Attachments:** [County SCVA Tourism Grant Handbook FY2025-2026](#)
40. “Opt In” to settlement agreements with eight (8) Opioid Manufacturers [ID-7773](#)
41. RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO ADOPT AN UPDATED PORTION OF THE HIPAA COMPLIANCE POLICY AND ADD SAID UPDATE TO THE SULLIVAN COUNTY EMPLOYEE PRACTICES HANDBOOK [ID-7774](#)
- Attachments:** [HIPAA COMPLIANCE POLICY_Final September 2025](#)
42. To authorize spending from the Sullivan County Opioid Settlement Fund [ID-7775](#)

Waive the Rules

43. Accept and/or Reject Bids made at the September 2025 Public Auction [ID-7783](#)

Announcements from Chair**Adjournment or Close**



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7680

Agenda Date: 9/18/2025

Agenda #: 1.

Narrative of Resolution:

Resolution to authorize the County Manager or Chairperson of the Legislature to execute Requests for Amendments for the Agreement with the Northern Border Regional Commission’s funding of the County Bridge 368 federal aid project.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? N/A

If ‘Yes,’ specify appropriation code(s): Click or tap here to enter text.

If ‘No,’ specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

N/A

RESOLUTION INTRODUCED BY PUBLIC WORKS COMMITTEE TO AUTHORIZE THE COUNTY MANAGE TO EXECUTE REQUESTS FOR AMENDMENTS AND AMENDMENTS TO THE GRANT AGREEMENT (ID GT-TAT-00003) WITH THE NORTHERN BORDER REGIONAL COMMISSION (NBRC) FOR THE REPLACEMENT OF COUNTY BRIDGE 368.

WHEREAS, Resolution 308-24 authorized the County Manager or Chairperson of the Legislature to accept the award and enter into an agreement with the Northern Border Regional Commission (NBRC) for obtaining 80% federal funding for the replacement of County Bridge 368; and

WHEREAS, a grant agreement ID: GT-T4T-00003 was authorized to provide federal funding of the project; and

WHEREAS, it is necessary to submit Requests for Amendments to the Agreement to reallocate funding from budget categories identified on a SF424-CBW budget form used by the NBRC to approve reimbursement of project costs; and

WHEREAS, the execution of the Requests for Amendments to the Agreement shall not result in an increase to the project funding.

NOW, THEREFORE BE IT RESOLVED, that the County Manager or Chairperson of the Legislature is hereby authorized to execute the Requests for Amendments to the Agreement, together with any other necessary documents, which shall be approved as to form by the County Attorney; and

BE IT FUTHER RESOLVED, that the reallocation of funding from budget categories shall not result in an increase to the \$656,000.00 project cost, of which the County share is \$131,200.00.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7684

Agenda Date: 9/18/2025

Agenda #: 2.

Narrative of Resolution:

Resolution to authorize the filing of a pre-application for submission of a full application for a State Grant in-aid for Municipal Waste Reduction and Recycling Coordinator/Education project and authorizing the County Manager to execute the associated state contract if offered under the appropriate laws of New York State (“NYS”)

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? N/A

If ‘Yes,’ specify appropriation code(s): Click or tap here to enter text.

If ‘No,’ specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

N/A

RESOLUTION INTRODUCED BY THE PUBLIC WORKS COMMITTEE AUTHORIZING THE FILING OF AN APPLICATION, FOR A STATE GRANT IN-AID FOR A MUNICIPAL WASTE REDUCTION AND RECYCLING COORDINATION / EDUCATION PROJECT AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE ASSOCIATED STATE CONTRACT IF OFFERED, UNDER THE APPROPRIATE LAWS OF NEW YORK STATE (“NYS”).

WHEREAS, the State of New York provides financial aid for municipal waste reduction and municipal recycling projects; and

WHEREAS, the NYS Department of Environmental Conservation’s Municipal Waste Reduction and Recycling Coordination / Education Program, under the Recycling Coordinator project category, provides for a fifty (50%) percent reimbursement on eligible project costs for salary, planning, educational and promotional activities to increase public awareness of and participation in recycling and waste reduction, wherein a municipality may request reimbursement of eligible expenses; and

WHEREAS, the County of Sullivan herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York, and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid; and

NOW, THEREFORE, BE IT RESOLVED, the Sullivan County Legislature hereby authorizes the County Manager and / or the Chairman of the County Legislature to execute any and all necessary documents to accept the award, should one be granted, and enter into an award agreement or contract in order to administer the funding secured, in such form as the County Attorney shall approve.

BE IT FURTHER RESOLVED, by the County of Sullivan

1. That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.
2. That County Manager is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract approved in a form as approved by the County Attorney if said application is approved by the STATE.
3. That the MUNICIPALITY agrees that it will fund its portion of the cost of said Municipal Waste Reduction and/or Recycling Project.
4. That this resolution shall take effect immediately.

BE IT FURTHER RESOLVED, that should the NYS Department of Environmental Conservations' Municipal Waste Reduction and Recycling Coordination / Education Program funding be terminated, the County shall not be obligated to continue any action undertaken by the use of this funding.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7707

Agenda Date: 9/18/2025

Agenda #: 3.

Narrative of Resolution:

To Authorize One (1) Public Hearing for The Sullivan County Office for the Aging

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution:

Are funds already budgeted? Yes

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY PLANNING AND COMMUNITY RESOURCES COMMITTEE TO AUTHORIZE ONE (1) PUBLIC HEARING FOR SULLIVAN COUNTY OFFICE FOR THE AGING

WHEREAS, the Sullivan County Office for the Aging is preparing a County Annual Plan for services to the 60+ population of the County, provided through the Older Americans Act and the New York State Community Services for the Elderly Program; and

WHEREAS, State and Federal guidelines require that a public hearing be held concerning this plan so that all interested parties can be heard;

NOW, THEREFORE, BE IT RESOLVED, that one public hearing is scheduled as follows, and that a notice of said public hearing be published in the official newspapers of the County:

Sullivan County Airport

75 County Road 183, Swan Lake, NY 12783

October 15, 2025

10:00 AM - 11:00 AM



Mountains of Opportunities

Office for the Aging

SULLIVAN COUNTY GOVERNMENT CENTER

100 North Street, P O Box 5012

Monticello, New York 12701

Tel: 845-807-0241

Fax: 845-807-0260

NOTICE OF PUBLIC HEARING

Each year the Sullivan County Office for the Aging is required to submit to the New York State Office for the Aging an Area Plan outlining the actions to be taken in the next year in the Older Americans Act Programs and Community Services for the Elderly Programs administered by our office. We are now preparing the Area Plan for State Fiscal Year 2026, beginning April 1, 2026 and ending March 31, 2027.

In accordance with Federal and State guidelines, one Public Hearing will be held so that all interested parties can be heard:

Wednesday, October 15, 2025

10:00 AM – 11:00 AM

Sullivan County Airport

75 County Road 183, Swan Lake, NY 12783

Following the Public Hearing, all comments will be reviewed by the Advisory Committee and staff of the Sullivan County Office for the Aging, thus permitting recommendations pertinent to the Plan to be incorporated into the Final Area Plan.

Lise-Anne Deoul, Director
Sullivan County Office for the Aging



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7711

Agenda Date: 9/18/2025

Agenda #: 4.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO APPROVE THE 2026 STOP DWI PLAN AND AUTHORIZE THE COUNTY MANAGER TO SIGN ANY NECESSARY AGREEMENTS

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$47,300.00 this amount could vary depending on the revenue the County brings in from fine monies.

Are funds already budgeted? No

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO APPROVE THE 2026 STOP DWI PLAN AND AUTHORIZE THE COUNTY MANAGER TO SIGN ANY NECESSARY AGREEMENTS

WHEREAS, the 2026 STOP DWI Plan has been prepared and requires the signature of the County Manager prior to being approved by the New York State Department of Motor Vehicles, Governor's Traffic Safety Committee, and

WHEREAS, the 2026 STOP DWI Budget is \$172,300.00, and

WHEREAS, a copy of the 2026 STOP DWI PLAN is on file in the County Manager's Office.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is authorized to sign any and all agreements with the State of New York and all appropriate agencies to affect the 2026 STOP DWI Plan, said agreements to be in such form as the County Attorney shall approve.

Sullivan County STOP DWI Plan



Contact Information

Plan Submitted by Coordinator

Name: Michael Schiff
Title: Sheriff
Agency: Sullivan County Sheriffs Office
Street Address: 58 Old Route 17
City/State/ZIP: Monticello, New York. 12701
Phone Number: 845-807-0757 Ext:
Email: michael.schiff@sullivanny.gov

Administrator/Additional Point of Contact

Name: Nadine Bury
Title: Confidential Secretary
Agency: Sullivan County Sheriffs Office
Street Address: 58 Old Route 17
City/State/ZIP: Monticello, New York. 12701
Phone Number: 845-807-0757 Ext:
Email: nadine.bury@sullivanny.gov

County Fiscal Agent

Name: Nancy Buck
Title: Treasurer
Agency: Sullivan County Treasurers Office
Street Address: 100 North Street
City/State/ZIP: Monticello, New York. 12701
Phone Number: 845-794-3000 Ext:
Email: nancy.buck@sullivanny.gov

County Administrator Contact

Name: Joshua Potosek
Title: County Manger
Agency: County Managers Office
Street Address: 100 North Street
City/State/ZIP: Monticello, New York. 12701
Phone Number: 845-807-0450 Ext:
Email: joshua.potosek@sullivanny.gov

Plan Overview

Component Totals

Component	Grand Total
Law Enforcement	\$48,000.00
Court Related/Prosecution	\$51,000.00
Probation	\$41,000.00
Rehabilitation	\$0.00
Public Information/Education	\$5,000.00
Administration	\$27,300.00

Total STOP-DWI Budget: \$172,300.00

Estimated fine revenue for 2026: \$125,000.00

Rollover/Funds balance: \$0.00

(Not planning to use rollover)

Anticipated other sources of revenue: Yes

\$7,000.00 - VIP

\$40,300.00 - County Share

Other source(s) of revenue total: \$47,300.00

Total Estimated Revenues: \$172,300.00

Additional Comments:

You have reported no additional comments.

Law Enforcement Component Summary

Personal Services

Funded Positions

Title	Agency	Funding Type	Total
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Total Funded Positions: \$0.00

Law Enforcement Component Activity (Overtime/Equipment) Budget

Jurisdiction	Agency	DWI Patrol/Overtime	OTPS/Equipment
County	Sheriff's Office	\$10,000.00	\$600.00
Village	Monticello PD	\$10,000.00	\$600.00
Village	Woodridge PD	\$5,000.00	\$600.00
Town	Liberty PD	\$10,000.00	\$600.00
Town	Fallsburg PD	\$10,000.00	\$600.00

Overtime: \$45,000.00

Equipment: \$3,000.00

Overtime funding: \$45,000.00

Fringe Benefits: \$0.00

Total Personal Services: \$45,000.00

Other Than Personal Services

Vehicle Description	Agency	Vehicle Funding
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Vehicle Total: \$0.00

Vehicle Maintenance Description	Agency	Maintenance Funding
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Vehicle Maintenance Total: \$0.00

Equipment Description	Agency	Equipment Funding
Funds will be used to purchase Alco Sensor FST breathalyzer units, as needed by the departments.	Sheriff's Office	\$600.00
Funds will be used to purchase Alco Sensor FST breathalyzer units, as needed by the departments.	Liberty PD	\$600.00
Funds will be used to purchase Alco Sensor FST breathalyzer units, as needed by the departments.	Fallsburg PD	\$600.00

Equipment Description	Agency	Equipment Funding
Funds will be used to purchase Alco Sensor FST breathalyzer units, as needed by the departments.	Monticello PD	\$600.00
Funds will be used to purchase Alco Sensor FST breathalyzer units, as needed by the departments.	Woodridge PD	\$600.00

Equipment Total: \$3,000.00

Supply Description	Supply Funding
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Supply Total: \$0.00

Training/Travel Description	Training/Travel Funding
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Training/Travel Total: \$0.00

Contractual Service Description	Contractual Service Funding
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Contractual Service Total: \$0.00

Other Item Description	Other Funding
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Other Item Total: \$0.00

Activities to be funded in this area

To contract with law enforcement agencies in the county to perform STOP DWI Patrols.

Total Other Than Personal Services: \$3,000.00

Law Enforcement Component Grand Total: \$48,000.00

Court Related/Prosecution Component Summary

Personal Services

Funded Positions

Title	Agency	Funding Type	Total
Assistant District Attorney	District Attorneys Office	Partially	\$51,000.00

Total Funded Positions: \$51,000.00

Overtime funding: \$0.00

Fringe Benefits: \$0.00

Total Personal Services: \$51,000.00

Other Than Personal Services

Equipment Description	Equipment Funding
	Equipment Total: \$0.00

Supply Description	Supply Funding
	Supply Total: \$0.00

Training/Travel Description	Training/Travel Funding
	Training/Travel Total: \$0.00

Contractual Service Description	Contractual Service Funding
	Contractual Service Total: \$0.00

Other Item Description	Other Funding
	Other Item Total: \$0.00

Court Fee Description	Court Fee Funding
	Court Fee Total: \$0.00

Activities to be funded in this area
Agreement with the Sullivan County DA's Office to provide a portion of an Assistant District Attorney's salary to prosecute DWI/DWAI defendants.

Total Other Than Personal Services: \$0.00

Court Related/Prosecution Component Grand Total: \$51,000.00

Probation Component Summary

Personal Services

Funded Positions

Title	Agency	Funding Type	Total
Probation Officer	Probation	Partially	\$41,000.00

Total Funded Positions: \$41,000.00

Overtime funding: \$0.00

Fringe Benefits: \$0.00

Total Personal Services: \$41,000.00

Other Than Personal Services

Equipment Description	Equipment Funding
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Equipment Total: \$0.00

Supply Description	Supply Funding
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Supply Total: \$0.00

Training/Travel Description	Training/Travel Funding
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Training/Travel Total: \$0.00

Contractual Service Description	Contractual Service Funding
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Contractual Service Total: \$0.00

Other Item Description	Other Funding
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Other Item Total: \$0.00

Victim Impact Panel Description	Victim Impact Panel Funding
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Victim Impact Panel Total: \$0.00

Activities to be funded in this area

Agreement with the Sullivan County Probation Department to reimburse a portion of a probation officer's salary for supervision of DWI/DWAI defendants who are sentenced to probation.

Total Other Than Personal Services: \$0.00

Probation Component Grand Total: \$41,000.00

Rehabilitation Component Summary

Personal Services

Funded Positions

Title	Agency	Funding Type	Total
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Total Funded Positions: \$0.00

Overtime funding: \$0.00

Fringe Benefits: \$0.00

Total Personal Services: \$0.00

Other Than Personal Services

Equipment Description	Equipment Funding
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Equipment Total: \$0.00

Supply Description	Supply Funding
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Supply Total: \$0.00

Training/Travel Description	Training/Travel Funding
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Training/Travel Total: \$0.00

Contractual Service Description	Contractual Service Funding
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Contractual Service Total: \$0.00

Other Item Description	Other Funding
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Other Item Total: \$0.00

Activities to be funded in this area

You have reported no activity for this component.

Total Other Than Personal Services: \$0.00

Rehabilitation Component Grand Total: \$0.00

Public Information/Education Component Summary

Personal Services

Funded Positions

Title	Agency	Funding Type	Total
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Total Funded Positions: \$0.00

Overtime funding: \$0.00

Fringe Benefits: \$0.00

Total Personal Services: \$0.00

Other Than Personal Services

Equipment Description	Equipment Funding
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Equipment Total: \$0.00

Supply Description	Supply Funding
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Supply Total: \$0.00

Training/Travel Description	Training/Travel Funding
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Training/Travel Total: \$0.00

Contractual Service Description	Contractual Service Funding
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Contractual Service Total: \$0.00

Other Item Description	Other Funding
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Other Item Total: \$0.00

Advertising Description	Advertising Funding
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Advertising	\$5,000.00
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Advertising Total: \$5,000.00

Activities to be funded in this area

Creating and promoting newspaper and radio ads to further the message of STOP DWI program in effort to make people aware and think about the consequences of their actions. Advertising in local newspapers and radio stations.

Total Other Than Personal Services: \$5,000.00

Public Information/Education Component Grand Total: \$5,000.00

Administration Component Summary

Personal Services

Funded Positions

Title	Agency	Funding Type	Total
Coordinator	Sheriff's Office	Partially	\$10,000.00
Assistants	Sheriff's Office	Partially	\$10,000.00

Total Funded Positions: \$20,000.00

Overtime funding: \$0.00

Fringe Benefits: \$0.00

Total Personal Services: \$20,000.00

Other Than Personal Services

Equipment Description	Agency	Equipment Funding
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Equipment Total: \$0.00

Supply Description	Supply Funding
VIP Forms, Receipt Books	\$300.00

Supply Total: \$300.00

Training/Travel Description	Training/Travel Funding
STOP DWI Conference's	\$4,000.00

Training/Travel Total: \$4,000.00

Contractual Service Description	Contractual Service Funding
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Contractual Service Total: \$0.00

Other Item Description	Other Funding
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Other Item Total: \$0.00

Recognition Awards/Events Description	Recognition Funding
TOP COP Awards	\$3,000.00

Recognition Total: \$3,000.00

Activities to be funded in this area

Administration of the STOP DWI Plan, including preparation of quarterly reports, annual plan, processing of agreements and invoices with agencies providing services. Attendance and administration of Victim Impact Panels.

Total Other Than Personal Services: \$7,300.00

Administration Component Grand Total: \$27,300.00



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7712

Agenda Date: 9/18/2025

Agenda #: 5.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE THE SHERIFF'S OFFICE TO ENTER INTO AN AGREEMENT WITH THE SULLIVAN COUNTY CIVIL SERVICE EMPLOYEES' ASSOCIATION (CSEA) CONCERNING THE CANINE PROGRAM

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: 4 hours OT paid per week to the canine officer

Are funds already budgeted? No

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: A3150-10-1011

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE THE SHERIFF'S OFFICE TO ENTER INTO AN AGREEMENT WITH THE SULLIVAN COUNTY CIVIL SERVICE EMPLOYEES' ASSOCIATION (CSEA) CONCERNING THE CANINE PROGRAM

WHEREAS, the County of Sullivan ("County") and the Sheriff's Office of Sullivan County desire to enter into a Memorandum of Agreement with the Sullivan County Civil Service Employees' Association (CSEA) concerning compensation for Civil Service Employees' Association (CSEA) members assigned to the Sheriff's Office (Jail Division) Canine Program, and

WHEREAS, one (1) Deputy Sheriff assigned as a canine handler to the Sheriff's Office (Jail Division) Canine Program will have additional at home work duties consisting of caring for his/her dog(s) including but not limited to bathing, brushing, exercising, feeding, grooming, cleaning of the kennel or transport vehicle, administering drugs or medication for illness/injury and training, and

WHEREAS, one (1) Deputy Sheriff assigned as a canine handler to the Sullivan County Jail Canine Program shall be assigned a Sheriff's Office vehicle for transporting the police dog(s). The County shall provide either a portable kennel or fixed cage to be used in the canine vehicle, and

WHEREAS, the purchase of the dog(s) and kennel arrangements for housing the dog(s) when one (1) Deputy Sheriff canine handler is unavailable, or as otherwise becomes necessary (e.g. vacation, illness etc.) shall be provided by the County at no cost to the Deputy Sheriff canine handler with the prior approval of the Sheriff or designee. The specific kennel shall be designated by the Sheriff or his designee, and

WHEREAS, all veterinary services and related expenses for the care of the dog(s) shall be provided by the County at no cost to the Deputy Sheriff canine handler. The County shall designate the specific veterinarian to be used.

The Deputy Sheriff canine handler shall advise the Sheriff or designee prior to use of the veterinary services, except in the event of an emergency. The bill for services shall be billed directly to the County for payment, and

WHEREAS, all dog food shall be provided by the County at no cost to the Deputy Sheriff canine handler. The County shall designate the specific vendor where the dog food will be purchased from. The bill for the purchase of the dog food shall be billed directly to the County for payment, and

WHEREAS, all of the above described activities apply to work days as well as approved days off and vacation periods.

NOW, THEREFORE, BE IT RESOLVED, that as compensation for the aforementioned responsibilities, one (1) Deputy Sheriff assigned as a canine handler in the Sheriff's Office (Jail Division) Canine Program will receive a total of four (4) hours overtime per week at the rate of time and one half (1.5X) their regular rate of pay for the off-duty care and maintenance of the dog(s) and its facilities.

BE IT FURTHER RESOLVED, that the County Manager is authorized to enter into a Memorandum of Agreement with the Sullivan County Sheriff's Office and Sullivan County Civil Service Employees' Association approving said compensation in a form approved by the County Attorney.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7715

Agenda Date: 9/18/2025

Agenda #: 6.

Narrative of Resolution:

RESOLUTION INTRODUCED BY HUMAN RESOURCES COMMITTEE TO RECLASSIFY THREE POSITIONS IN THE DEPARTMENT OF PURCHASING AND CENTRAL SERVICES

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: 0

Are funds already budgeted? Yes

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY HUMAN RESOURCES COMMITTEE TO RECLASSIFY THREE POSITIONS IN THE DEPARTMENT OF PURCHASING AND CENTRAL SERVICES

WHEREAS, there are currently Position Nos. 2982 and 3078 designated as Purchasing Coordinator in the Department of Purchasing and Central Services; and

WHEREAS, both incumbents sitting in the aforementioned Purchasing Coordinator positions have been performing additional job duties since April 4, 2025;

WHEREAS, the Director of Purchasing and Central Services has requested, due to the additional duties, that both titles be reclassified to Senior Purchasing Coordinator, which will better meet the needs of the Department of Purchasing and Central Services;

WHEREAS, the title of Purchasing Coordinator is a Teamsters Salary Grade VIII with a full salary of \$54,645;

WHEREAS, the title of Senior Purchasing Coordinator is a Teamsters Salary Grade IX with a full salary of \$58,295, thus increasing each salary a total of \$3,650;

WHEREAS, said reclassification to Senior Purchasing Coordinator would increase two (2) salaries by \$3,650, reflecting a total salary increase of \$7,300;

WHEREAS, there is currently vacant Position 3574 designated as Purchasing Bid and Contract Coordinator in the Department of Purchasing and Central Services; and

WHEREAS, the Director of Purchasing and Central Services requests that the vacant title of Purchasing Bid and Contract Coordinator (Teamsters Salary Grade X, with a full salary of \$61,943) should be reclassified to Purchasing Coordinator (Teamsters Salary Grade VIII with a full salary of \$54,645) to better meet the needs of

the Department of Purchasing and Central Services;

WHEREAS, said reclassification and downgrade of the title of Purchasing Bid and Contract Coordinator to Purchasing Coordinator would be a salary savings of \$7,298;

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the reclassification of positions 2982 and 3078 in the Department of Purchasing and Central Services from Purchasing Coordinator to Senior Purchasing Coordinator, effective April 4, 2025; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby authorizes the reclassification of position 3574 in the Department of Purchasing and Central Services from Purchasing Bid and Contract Coordinator to Purchasing Coordinator, effective immediately; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Commissioner of Human Resources is authorized to fill this position immediately.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7719

Agenda Date: 9/18/2025

Agenda #: 7.

Narrative of Resolution:

To authorize the County Manager to apply and accept a State Municipal Facilities Grant Award of \$125,000 for the design and construction of an access drive, parking area and hiking trails for Callicoon Riverside Park.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE PLANNING AND COMMUNITY RESOURCES COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO APPLY AND ACCEPT A STATE MUNICIPAL FACILITIES (“SAM”) GRANT AWARD OF \$125,000.00 FROM THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK AND UTILIZE THIS FUNDING TOWARDS THE DESIGN AND CONSTRUCTION OF AN ACCESS DRIVE, PARKING AREA AND HIKING TRAILS FOR CALLICOON RIVERSIDE PARK

WHEREAS, the Dormitory Authority of the State of New York (DASNY) provides funds to support development of a fixed asset or assets; and

WHEREAS, in the Summer of 2022 the County acquired the 38-acre parcel in the Town of Delaware located along the Delaware River (the “Parcel”) with the intention of developing this parcel as a passive outdoor recreational asset and incorporate it into the inventory of park facilities; and

WHEREAS, these funds will be available through the State and Municipal Facilities (SAM) program, under which DASNY is administering the program; and

WHEREAS, the County of Sullivan have been deemed eligible to submit the required documentation, and application for SAM funding in the amount of \$125,000.00; and

WHEREAS, these funds will provide towards the design and construction of an access drive, parking area and hiking trails at the proposed park site.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager, Chairperson of the County Legislature, and / or their authorized representative (*as required by the funding source*) to execute any and all necessary documents to submit the SAM application for funding; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager, and / or Chairperson of the County Legislature (*as required by the funding source*) to apply for and accept the award, and enter into an award agreement or contract to administer the funding secured, in such form as the County Attorney shall approve; and

BE IT FURTHER RESOLVED, that should the SAM funding be terminated, the County shall not be obligated to continue any action undertaken by the use of this funding.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7720

Agenda Date: 9/18/2025

Agenda #: 8.

Narrative of Resolution:

Resolution introduced by the Economic Development Committee to authorize the Chair of the Legislature to sign the Sullivan County Four Year Local Workforce Development Plan.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: Not applicable

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures: Not Applicable

RESOLUTION INTRODUCED BY THE ECONOMIC DEVELOPMENT COMMITTEE TO AUTHORIZE THE CHAIR OF THE LEGISLATURE TO SIGN THE SULLIVAN COUNTY FOUR YEAR LOCAL WORKFORCE DEVELOPMENT PLAN

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) requires that each local Workforce Development Board and the chief elected official develop a four-year Local Workforce Development plan that outlines how resources and strategies will be aligned to meet the workforce development needs of the local workforce area, and

WHEREAS, the Local Plan must also be consistent with the New York State Workforce Development Plan, and

WHEREAS, the Local Plan will be in effect from July 1, 2025 through June 30,2029, and

WHEREAS, the New York State Department of Labor has reviewed and approved the Sullivan County Four Year Local Plan, and

WHEREAS, the Chair of the Sullivan County Legislature is the Chief Elected Official, and

WHEREAS, the signature of the Chair of the Legislature is required.

NOW, THEREFORE, BE IT RESOLVED, that the Chair of the Legislature is hereby authorized to sign the Sullivan County Local Workforce Development Plan in accordance with federal WIOA regulations.

Sullivan County

Local Plan

July 1, 2025 – June 30, 2029

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Strategic Planning Elements

Local Workforce Development Area (LWDA) in-demand occupation lists are now maintained on the Labor Market Information for Workforce Planning [webpage](#) under the **Occupations in Demand** section. To submit an updated in-demand occupation list, LWDBs must utilize **Attachment A: In-Demand Occupation List Template**, update the spreadsheet, and submit it to LWDB@labor.ny.gov. The list will then be added to the corresponding region's in-demand occupation list on this webpage.

I attest that the list of the LWDA's in-demand occupations was last updated on [specify date in the text box below].

July 15, 2025

How is this information shared with the Local Workforce Development Board (LWDB)? What was the last date on which it was shared?

The information will be shared at the next quarterly Board meeting in September.

a. Provide an analysis of regional economic conditions, including:

i. Existing and emerging in-demand sectors and occupations; and

Sullivan County, New York is located in the Catskills mountains, 90 miles north of New York City. The County is rural and borders northeast Pennsylvania along the Delaware River. Known for its rich history and natural beauty it has become a tourist destination. The County is part of the Mid-Hudson Region that includes Westchester, Putnam, Rockland, Dutchess, Orange and Ulster counties.

While it is the second largest county in the region at 968 square miles it has the lowest density rate at 81 people per square mile. According to the U.S. Census, Sullivan County's population of 80,450 people is the smallest in the region and has the lowest median income at \$69,826.

The County has weathered the storm of the pandemic and continues working to regain what was lost economically.

The labor market profile for May 2025 shows that there were 31,900 nonfarm jobs. The private service providing sector has the largest percentage of jobs at 69% followed by Government at 20% and goods producing at 11%. This breakdown is in line with the Mid-Hudson region overall.

A deeper look into the private service providing employment in May 2025 shows that the Private Education and Health Services sector had the highest number of jobs at 28% followed by Trade, Transportation and Utilities at 14%; Leisure and Hospitality at 12%; Professional and Business Services at 7%; Other Services at 4%; Financial Activities at 3% and Information at 1%. The goods producing sector has

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7% of the jobs in Manufacturing followed by Mining, Logging and Construction at 4%. This breakdown is similar to the Hudson Valley region overall.

The County has bounced back from the pandemic in some areas. When comparing May 2019 with May 2025 labor market profiles it shows a 6% increase in the labor force from 35,300 in 2019 and 37,400 in 2025. Looking deeper into the May 2019/2025 numbers there is roughly an increase of 6.8% in employed people from 34,100 in 2019 to 37,400 in 2025 and a decrease of roughly -17% (-200) in the number of individuals who reported as unemployed (1200/1000).

There has been a decrease in the poverty rate from 16% in 2019 to 14.5% in 2023 (US Census). This can be attributed to the rise in the minimum wage to the current \$15.50 per hour and the competition among businesses for workers. Sullivan County's poverty rate is the second highest in the region behind Rockland County (15.2%) and Putnam has the lowest poverty rate at 7.3%. At 14.5%, Sullivan County's poverty rate is slightly above the New York State rate of 14.2%.

According to the US Census, Sullivan County's 2023 median income of \$69,826 is 16% higher than the median income in 2019 (\$60,137). However, it is the lowest in the Mid-Hudson region. Ulster County's median income at \$81,804 is the second lowest, but it is 17% higher than Sullivan County. The highest median income is found in Putnam County at \$127,405. This is 83% higher than Sullivan County. The per capita income shows a similar spread (75%) between the lowest (Sullivan) at \$40,474 and the highest (Westchester) at \$70,607.

The most populated towns in Sullivan County are Thompson, Liberty and Fallsburg. The 2023 median income for the three largest population centers are the Village of Monticello (Thompson) at \$47,464, the Village of Liberty (Liberty) median income at \$49,125 and South Fallsburg (Fallsburg) at \$47,566. All three villages have high poverty rates at 29.6%, 17.7% and 34.3% respectively. The highest poverty rate can be found in the Village of Bloomingburg (town of Mamakating) at 58.3%.

The County's recent award of \$30 million dollars for broadband will have a significant impact on the local economy and lives of its residents and businesses. Challenges remain however, as the County continues to struggle with a serious housing crisis, significantly higher rents and energy costs, higher costs of goods and services and increased social issues. There is also the negative economic impact of casinos in New York City. The uncertainty at the federal level has given pause to decision making across all areas of the community.

ii. The employment needs of businesses in those sectors and occupations.

There are 2,038 businesses with paid employees in Sullivan County (2022 US Census). The largest 17 employers totaled 9,875 employees in 2024 with 38% in

the Private Education and Health Services sector, 23% in Government, 16% in Leisure and Hospitality, 7% in Manufacturing, 4% Transportation and 12% Other Services.

The Health and Social Service sector have a range of employment needs from entry level to licensed professionals. The need is high for Direct Support Professionals, Certified Nurse Assistants, Home Care Aides, Registered Nurses and technicians. There is a need for medical clerical support as well, especially in larger healthcare facilities and practices.

The trades sector requires an intentional plan of developing the next generation of skilled workers. According to the Construction Industry Council of Westchester and Hudson Valley, Inc. (CIC) the median age of a construction worker in New York is 44 years old. The number of individuals going into the trades is shrinking while the demand for services continues to increase. The CIC further shows that from the 2002/2003 school year to the 2023/2024 school year, Sullivan County experienced a decrease (-27%) in public school enrollment. In Sullivan County the need for carpenters, laborers, electrical technicians, HVAC technicians and automotive technicians has not abated.

Across all primary sectors there is a need for white collar workers providing the necessary administrative support. It is essential for employers and employees to become familiar with current technology like artificial intelligence that can increase effectiveness and efficiency. Knowing how to strategically utilize technology will better position workers to learn new skills and increase retention.

- b. Describe the knowledge, skills, and abilities needed to meet the employment needs of businesses, including those in in-demand sectors and those employing individuals in in-demand occupations.

The labor market profile of the Private Education and Health Services sector represents 35% of all private sector jobs (NYSDOL May 2025). The training and education of licensed and certified professionals is essential, especially across the nursing career track. In addition, there are an array of technical occupations from respiratory, radiological, physical therapy, emergency medical and veterinary that are in demand.

The demand for Mental Health Counselors, CASC, and Social Workers remains critical as the County continues to address the substance abuse crisis.

These positions require a range of training and education from short term, one-year certifications, to post-secondary degrees. All require computer skills beyond basic data entry. It is essential that workers know how to write, communicate, understand the language of their field and have strong interpersonal skills, empathy and compassion.

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Direct Support Professionals (DSP) are a critical entry point for a career in serving individuals with disabilities. Typically, individuals interested in this field must have a high school diploma or its equivalency. Once hired, DSPs receive intensive training as part of the onboarding process. The employers in this field provide clear career pathways for those who are interested.

The need for administrative and clerical skills crosses all sectors. The need for technology competency, scheduling, time management, verbal and written communication and an understanding of the industry are some of the critical needs expressed by businesses.

The skills needed to be successful in any of the trades can be acquired through short term, non-credit training, on-the-job training and/or apprenticeships. There are occupations that require industry certifications that can range from written tests to a set number of hours working in the field under a professional. The entry level occupations in these different trades benefit best from a combination of classroom and hands on practice.

The common need across all industries, demand or otherwise, is the need for individuals who can demonstrate the core skills that will make them strong and successful employees. Businesses are looking for customer service skills, professionalism, understanding of the work culture, hardworking, conscientious, self-knowledge, dedication and discipline.

c. Provide an analysis of the regional workforce, including:

i. Current labor force employment and unemployment numbers;

Sullivan County's unemployment rate was 2.8% for May 2025 down from 3.2% in May 2024. The month of May 2025 had 37,400 people in the labor force (36,400 employed & 1,000 unemployed). The number of employed individuals increased by 2.2% (800) and the number of unemployed individuals decreased by -16.7% (-200). Overall there was an increase of 1.6% (600) in the labor force compared to May 2024.

Sullivan County's total nonfarm jobs increased 2.9% (900) and private sector jobs increase 3.2% (800) for May 2025.

For Sullivan County the job gains were:

- Private Educational and Health Services at 6.0% (500)
- Financial Activities at 11.1% (100)
- Manufacturing at 4.8% (100)
- Professional and Business Services at 4.5% (100)

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- Trade, Transportation and Utilities at 2.3% (100)
- Government at 1.6% (100)

For Sullivan County the sectors that showed no job growth were:

- Leisure & Hospitality
- Other Services
- Information

For Sullivan County the sectors that showed job losses were:

- Mining, Logging and Construction at -7.1% (-100)

Within the region, Sullivan County's private employment sector posted the fastest gains year-over-year, up 3.2 percent. The second fastest growth was recorded in the Kingston MSA (+1.1 percent), followed by Rockland County (+0.7 percent), Westchester County (+0.5 percent), and the Kiryas Joel-Poughkeepsie-Newburgh MSA (+0.4 percent). Putnam County was the only county in the region to decline at -0.8 percent.

The Hudson Valley's unemployment rate was 2.8% for May 2025, a decrease from 3.2% in May 2024. The region had a labor force of 1,224,000 (1,190,100 employed/34,000 unemployed). The number of employed individuals increased by 1.1% (12,700) and the number of unemployed individuals decreased by -11.2% (-4,300). Overall there was an increase of 0.7% (8,300) in the labor force compared to May 2024.

The Hudson Valley region showed an increase of 0.7% (6,700) in total nonfarm jobs and an increase of 0.6% (4,900) in private sector jobs.

The largest job gains were found in:

- Private Educational and Health Services at 1.9% (4,400)
- Government at 1.1% (1,800)
- Leisure & Hospitality at 1.5% (1,400)
- Manufacturing at 1.5% (600)
- Financial Activities at 1.3% (600)
- Professional and Business Services at 0.5% (600)
- Trade, Transportation and Utilities at 0.1% (200)

The Region's job losses were in:

- Mining, Logging and Construction at -3.2% (-1,900)
- Information at -6.1% (-800)
- Other Services at 0.4% (-200)

ii. Information on any trends in the labor market; and

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The Private Educational and Healthcare services sector has the largest number of jobs at 8,900 in May 2025. There has been a steady increase in the number of jobs created, notably in Healthcare, from 7,600 in May 2022 to 8,900 in May 2025. This sector accounts for 35% of nonfarm jobs and 17% of private sector jobs in May 2025. Information and analysis by the Hudson Valley NYSDOL Economic Analyst show that jobs in the Healthcare field are numerous and in demand not only in Sullivan County but throughout the region. Positions in nursing, physical therapy, medical technicians, veterinary and others provide stable wages and career advancement opportunities. This growth trend will be impacted by changes on the federal level but the extent is unknown at this time.

The Construction sector continues to struggle to find skilled workers. The older construction workers are retiring and there are not enough younger people entering the construction trades to replace them. The situation was exacerbated following the pandemic when many workers reevaluated their lives and careers and left the field. This along with the loss of knowledge and experience impacts timelines, costs and safety.

Leisure and Hospitality has seen a decline in job opportunities. The labor market profile for April 2025 shows 3,500 jobs, a -25% decline from April 2022 when it was at 4,400 jobs. The number of jobs in Leisure and Hospitality in Sullivan County for the month of May has remained flat at 3,900 for the past three years. According to the NYS Department of Labor's 2024 Hudson Valley Significant Industries report states that amusement, gambling and recreation pays the lowest annual average wages on the significant industries list, with a 2023 annual average salary of just \$40,000 – about 40% lower than the annual average salary for all industries. The report further states that Accommodation and Food Services pays the second lowest wage of the fourteen significant industries in 2023 at \$44,400.

The State will be awarding one or more licenses in NYC for a full-service resort casino. The local Resorts World Catskills (RWC), the one closest to the city, will experience the most financial impact of all casinos in the state. An April 2025 report issued by Capacity Consulting, The Impact of New Downstate Casinos on Sullivan County Economy and Resorts World Catskills, reports that one casino in the New York City area could cause a loss of a minimum of \$51 million annually in gross revenue, approximately 400 jobs, \$13.8 million in wages and \$2.3 million in local tax revenue. This stands to increase the losses by up to 76% if more than one casino is approved. The 400-job number does not include the potential job loss at businesses that have opened as a result of the casino.

- iii. Educational and skill levels of the workforce in the region, including individuals with barriers to employment.

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The US Census American Survey reports that 56.8% of Sullivan County residents over the age of 25 are high school graduates and/or have some college but no degree. This is slightly lower than the 2019 rate of 62%. New York state overall comes in at 71.1% for the same cohort. The County's percentage of people who have Bachelor degrees or higher increased from 26% in 2019 to a current 30% of residents.

There are 13.3% of residents who did not obtain a high school diploma which is slightly higher than the 12% in 2019. New York state reports that 9.3% of state residents do not have a high school diploma.

The breakdown of the County's 14.5% poverty rate shows that 22.6% of children under the age of 18, 16.4% of residents over 65 with a disability and 36% of female headed household live in poverty. In addition, 30.9% of households live below the ALICE (Asset Limited Income Constrained Employed) threshold.

The Center for Workforce Development operates the Temporary Assistance Employment program at the Career Center. A snapshot of the May 2025 report for individuals determined to be employable shows that 80% of Safety Net recipients and 22% of TANF recipients have criminal justice involvement, and 23% of TANF recipients were unable to participate in required activities because of a lack of available childcare.

The rate of individuals who are disabled but not institutionalized is 17% according to the US Census. A further breakdown reports 9.5% are under 18, 14% are between 18 and 64 and 36% are over the age of 65.

The data shows that 20% of the population over the age of 5 speak a language other than English and 65% of that cohort speak Spanish.

The Move Sullivan public transit service that launched in 2019 continues to grow and has helped many people get to work, medical appointments and shopping. It does not solve all transportation problems because it does not, at this time, cover the more rural areas of the county nor does have extended hours that could benefit more shift workers.

The data above provides a snapshot of some of the issues facing many residents. As is the case in many areas, the rising cost of goods and services, housing and utilities is adding further strain to household budgets.

Businesses across all industries continue to voice concern over their ability to hire individuals with the basic skills essential to success in any job. The majority of the jobs in the County are entry to mid-level and the need is high for basic computer

skills, basic literacy skills, and the work ethic that is necessary for retention and advancement.

- d. Provide an analysis of workforce development activities, including education and training, in the region.
- i. Identify strengths and weaknesses of these workforce development activities.

The region grapples with the same issues that many areas face in attracting young talent, aligning training opportunities, generational change and the rapidly changing work culture. Targeted sectors for growth include healthcare, information technology, bio-tech and manufacturing. The demand has also increased in hospitality, distribution, financial services, construction and education. The diversity of the region is a strength and a weakness. The southern end of the region benefits from the proximity to New York City. The northern end of the region, specifically Sullivan County, is rural and can be up to 2 hours away making it difficult for residents to take advantage of those opportunities.

Healthcare provides the most employment opportunities in Sullivan County followed by Government and Hospitality. There has been a growing need for workers in the trades. The partnership of CWD, SUNY Sullivan and BOCES has strengthened in the past few years with the efforts to bring back short term training for adults. The trainings are focused in areas that are in high demand in the county, namely construction trades and entry level healthcare positions. The future technology changes in artificial intelligence and other advancements heighten the need for local information technology training. Building on these strong partner relationships workable career pathways are being developed along with opportunities for upskilling those without a college degree.

- ii. Does the local area have the capacity to address the education and skill needs of the local workforce, including individuals with barriers to employment, and the employment needs of businesses? Please explain.

The local area does have the capacity to address the education and skill needs of the local workforce. The CWD partnership with SUNY Sullivan and BOCES has developed specific training programs that create supportive pathways to employment. Identification of skill gaps and providing solutions for businesses are accomplished using a multi-pronged approach. This includes addressing individual needs, financial assistance, career advice, access to healthcare, and childcare. The partners continue to create training and educational programs tailored to the specific needs and skill gaps of individuals with barriers, provide guidance and support throughout their experience, and advocate for policies and practices that remove barriers to employment, such as transportation, lack of affordable housing, and discrimination. The CWD has business services staff that keep in regular contact with local businesses, attends Chamber events, provides employer engagement, promotes skills-based hiring, and fosters further collaboration between partners and organizations.

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- e. Describe the LWDB's strategic vision and goals for preparing an educated and skilled workforce, including youth and individuals with barriers to employment.

The Board's mission is to support the evolution of employment and sustainable business growth in Sullivan County. The stratic planning goals are focused on adults, youth and businesses. The Board is looking to enahnce workforce skills that are aligned with key industries. The development of career pathways that are clear and tailored to the local area coupled with the supports needed to remove barriers will provide opportunites for success for all jobseekers.

Finding ways to increase the engagement of disaffected youth and ensuring that the training needed to develop the necessary skills and credentials are available and readily accessible. Youth are in need of extraordinary supports and these must be made available.

Raising the visiblity of the workforce system through strategic marketing and outreach will increase the visibility and access to opportunities.

- i. How do the local area's workforce development programs, including programs provided by partner agencies, support this strategic vision?

Partners share information to support each other, as well as the overall strategic vision. Aligning workforce development with economic development goals is a high priority of Sullivan County. This allows a structure to strengthen the workforce and foster economic growth. The workforce partners work with local Economic Development, the Chamber of Commerce, and Planning Department to inform new companies looking to come to the county, to meet the needs of the local businesses, identify what trainings and education may be needed, and ensure a direct link to the partnership.

- ii. How will the local area, working with the entities that carry out the core programs, align available resources to achieve the strategic vision and goals?

The core partners have worked together for many years and will continue this work to achieve the Board's vision. The partners will incorporate any changes to ensure that service delivery is timely and of high quality.

- f. Describe the LWDB's goals relating to performance accountability measures. How do these measures support regional economic growth and self-sufficiency?

The Board reviews workforce development outcomes by tracking and measuring performance against key indicators, by focusing on increasing employment and earnings for workers, particularly those facing barriers to employment, and ensuring they acquire skills relevant to in-demand jobs. This allows the Board to assess the effectiveness of the

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programs and make data-driven decisions to optimize resource allocation and service delivery.

Local Workforce Development System

a. Identify the programs, whether provided by the Career Center or any partners, that are a part of the local area's workforce development system, including:

i. Core programs;

1. WIOA Adult, Dislocated Worker programs - (CWD) Career Center
2. WIOA Youth program (competitively procured; CWD) Career Center
3. Wagner-Peyser Employment Services - (NYSDOL) Career Center
4. WIOA Title IV Vocational Rehabilitation - ACCES-VR; NYS Commission for the Blind
5. NYSCION - (CWD) Career Center

ii. Programs that support alignment under the Carl D. Perkins Career and Technical Education Act of 2006; and

SUNY Sullivan utilizes Perkins funding to focus on the needs of specific students. Those who need learning accommodations will benefit from specialized software as well as a Disability Resource Coach. Students in CTE will benefit from job readiness and basic employment training provided by a Career Coach. Supplies and materials for the college's food service program and the respiratory therapy program are also included in the Perkins program. Finally, English language learners will benefit from additional support from a Second Language Specialist.

iii. Other workforce development programs, if applicable.

1. Temporary Assistance (CWD through MOU) Career Center
2. Trade Act (CWD) Career Center
3. Career and Technical Training and postsecondary - SUNY Sullivan
4. Job Corps - Delaware Valley Job Corp
5. Migrant and Seasonal Farmwork Program - Pathstones
6. Summer Youth Employment Program - (SYEP-CWD) Career Center
7. County of Sullivan Trade Education and Training (CWD) Career Center

b. Describe how the local area will ensure continuous improvement of services and service providers.

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The Board went through a strategic planning process resulting in a set of goals targeted to the business and jobseeker customer groups. Metrics are being developed beyond regulatory performance measures that will position the Board to better quantify continuous improvement. The Workforce Development Board Executive Director (WDB ED) and the CWD Director are in daily contact reviewing operations, contracts, performance and outcomes. They jointly develop corrective action plans and monitor for improvement. The CWD Director meets regularly with supervisory staff at the Center on programs and services ensuring efficiency and effectiveness.

The WDB ED meets with the SUNY Sullivan President on a regular basis to strategize and future plan. The college has created a Director of Workforce Development who works closely with the local BOCES and the CWD Director in the development of short term trainings to meet business needs. The County Legislature has designated funds for short term training and a contract is being put in place that will have outcome measures in place. In addition, SUNY Sullivan and Sullivan County BOCES have strengthened their relationship and communication to ensure that adult education students will have the tools, equipment and supports they need to succeed.

- c. Describe how service providers will meet the employment needs of local businesses, workers, and jobseekers.

The Sullivan BOCES has not provided Title II Adult Education and Training since 2018. Short term training became accessible only to those who could travel outside of the county. The pandemic shutdown allowed only for online high school equivalency classes and online education opportunities. It has taken time and a few setbacks but progress has been made in the past few years.

The Sullivan County Legislature began allocating funding to support short term training for entry positions in different trades. The college and BOCES worked closely with CWD to develop and provide training in carpentry, welding, automotive, security and electrical. Recruitment is underway for a Certified Nurses Assistant (CNA) program. There are also plan for HVAC training for adults in 2026.

The SUNY Sullivan offers microcredentials for Direct Support Professionals, an occupation in high demand. There are other microcredentials that will give a person the basic skills necessary to get started in on a new career path. The microcredentials include Culinary and Baking Basics, Restaurant Management, Event Planning, and Basic Bookkeeping. The bridge from LPN to RN program as well as Respiratory Therapy and Medical Assistant are critical to the support of our healthcare system.

- d. Describe the roles and resource contributions of the Career Center partners.

There is one full service Sullivan County Career Center located in Monticello, the county seat. The CWD and the local NYSDOL are co-located at the Center. The CWD Director is also the One Stop Operator. The CWD staffs the reception area and runs the Resource Room where anyone can access basic career and job search services. The CWD is responsible for implementation of the WIOA Adult, Dislocated Worker and Youth

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programs; the Temporary Assistance Employment and Training program (MOU with LDSS); the NYSCION program; Trade Act; Summer Youth Employment Program; coordination of training services; business services including job postings and regular in-house hiring events. The NYSDOL staff implement the services associated with Wagner-Peyser employment services and the RESEA program. In addition, they provide career counseling services. The CWD manages the marketing and social media for the Career Center and represents the Career Center in the community.

Workforce Development and Career Pathways

- a. Describe how the LWDB will facilitate the development of career pathways, including co-enrollment in core programs when appropriate.

The LWDB will continue to work closely with Sullivan County’s primary academic and training institutions—SUNY Sullivan and Sullivan BOCES—and, when appropriate, with other regional and statewide education partners. Recognizing both the workforce challenges in our rural region and the unique needs of our local employers, the Board emphasizes individualized, responsive planning.

Career pathways are developed by aligning educational offerings with employer demand and tailoring student experiences through shared data, advising, and support services. Co-enrollment in core programs is promoted whenever it helps a participant move more efficiently toward employment. These efforts are coordinated through ongoing communication and planning with educational providers that follow the specific pacing and demand within industries such as healthcare, public safety, skilled trades, and hospitality.

The Board has identified the development and strengthening of career pathways as one of its strategic goals. A strong example of this goal in action is the partnership between BOCES and SUNY Sullivan in the nursing field, which offers a clear pathway from high school through adulthood. This includes programs that begin in secondary Career and Technical Education and continue into postsecondary training and licensure.

In the human services sector, while many employers provide on-the-job training for Direct Support Professionals (DSPs), the micro-credentialing program offered through SUNY Sullivan helps professionalize the workforce. These stackable credentials recognize learning and achievement while preparing DSPs for advancement within the field.

Building on the success of short-term trade trainings, the LWDB also plans to support the development of a Construction Career Cluster. SUNY Sullivan and BOCES have partnered with the North Atlantic States Regional Council of Carpenters to develop a pathway that starts in secondary CTE programs, leads to pre-apprenticeship opportunities, and culminates in the Construction Technology AOS degree. The next steps in this cluster include launching HVAC training for high school students through BOCES in Fall 2025, followed by an adult-level, short-term credentialed offering in Spring 2026.

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These targeted pathways demonstrate how the Board is not only supporting current workforce needs but also building long-term, sustainable pipelines aligned with both regional employer demand and participant career goals.

- b. Describe how the LWDB will improve access to activities leading to recognized postsecondary credentials.

The LWDB helps accelerate access to postsecondary credentials through integrated partnerships with SUNY Sullivan and Sullivan BOCES. These relationships allow for intentional planning of short-term credential programs that connect directly to employment and longer-term academic goals.

By supporting participants with career counseling, financial assistance, academic support, and employer-informed programming, the LWDB and its partners reduce barriers and keep individuals on track. Programs are built with flexible scheduling, multiple entry points, and wraparound supports that match the tempo and requirements of each industry. For example, in healthcare, academic pathways are timed to meet local nursing assistance and RN workforce shortages while supporting student success at each level of credentialing.

- i. Are these credentials transferable to other occupations or industries (i.e., “portable”)? If yes, please explain.

Yes. There are many credentials earned through SUNY Sullivan and BOCES that are portable and recognized across multiple employers and institutions. In fields such as healthcare, public safety, and the trades, credentials provide entry into a wide range of roles and often transfer to higher education institutions for further academic advancement.

- ii. Are these credentials part of a sequence of credentials that can be accumulated over time (i.e., “stackable”)? If yes, please explain.

Yes. SUNY Sullivan and its partners have built several stackable credential pathways designed to help individuals progress from entry-level certification to more advanced academic and professional goals.

For example:

Healthcare/Nursing Pathway

- Entry-Level: Certified Nursing Assistant (CNA) – Offered through SUNY Sullivan in partnership with Sullivan BOCES.
- Mid-Level: Licensed Practical Nurse to RN Pathway (LPN) – Builds on CNA and LPN allows for more clinical responsibility.

- **Advanced: Associate in Applied Science (A.A.S.) in Nursing** – Leads to RN licensure and can articulate to a BSN program at a four-year college.
- **Future Option: Bachelor of Science in Nursing (BSN)** – Transferable via SUNY or other accredited nursing programs.

Each credential builds on the one before it, enabling participants to work while continuing their education and advancing their careers.

Access to Employment and Services

- a. Describe how the LWDB and its partners will expand access to employment, training, education, and supportive services for eligible individuals, particularly individuals with barriers to employment.

The Board and partners continually work to expand employment, training, education and supportive services. Regular engagement with the CWD, Chamber of Commerce, economic development partners, regional labor analysts, businesses, human services organizations, and workforce partners ensure that the skills and knowledge necessary for success are accessible to all. The Disability Resource Coordinator (DRC) has been instrumental in leveling up the knowledge of hiring and working with individuals with disabilities.

The local labor market analysis identifies the skills and knowledge needed for the regional economy, and the partners collaborate on the future programming and initiatives. The partnership of the WDB members and partner organizations promotes business participation and ensures that training programs align with employer demands and that job seekers are equipped with the skills needed. The CWD is part of the County's Division of Community Resources which brings together in partnership CWD, Transportation, Youth Bureau, Office for the Aging and Veterans Service to identify and offer more wrap around services. This Division identifies not only individuals who could benefit from employment and training but is also a resource for family supports that are needed to allow for an individual to successfully get and keep a job.

- b. Describe how the local area will facilitate access to services through the One-Stop delivery system, including remote areas, through the use of technology.

The One Stop delivery system uses technology to enhance access to workforce services including job search assistance, training, and other resources thereby making them more efficient and accessible. The CWD provides access to services through the County's website, Facebook and Instagram. The CWD is currently working on a marketing and rebranding campaign to further increase awareness to all areas of the County. This marketing strategy uses social media along with radio, newspapers and direct mailings. Technology use in social media and direct mailings allows for the specific targeting for services to high need groups. Job postings are updated weekly and emailed to all townships, libraries, schools and jobseekers in the County. These postings are also printed and placed in the Career Center and shared with the Board and the business community.

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The local DOL offers many virtual workshops, webinars and trainings to enhance skills and training opportunities. The DOL provides language support through the Language Line and the County has a list of staff who can support language interpretation.

- c. Describe how Career Centers are implementing and transitioning to an integrated technology-enabled intake care management information system.

The partners co-located at the Career Center (CWD and DOL) utilize the NYS DOL One Stop Operating System or OSOS for intake and care management. Customers who access Career Center services are registered into the OSOS. This includes customers only accessing the Resource Room services and those enrolled in designated programs. In addition, the CWD is a participant in the Sullivan County Unite US Network, an electronic referral platform that links 30 organizations who refer customers to partner organizations for services.

- d. Provide a description and assessment of the type and availability of programs and services provided to Adults and Dislocated Workers (DWs) in the local area.

All customers that come to the Career Center have access to a staffed Resource Room where they have access to computers, printers, phones, and printed resources to assist them in career exploration and job search. There are virtual workshops on resume development, interviewing skills and effective job search. When an individual is interested in more intensive support there is comprehensive assessment, career counseling, skills testing, plan development and goal setting as well as referrals to other services. Customers can also receive job coaching, work readiness skill development, supportive services, training services (classroom and/or On-the-Job), and follow-up services.

There is a focus on priority of service for veterans, recipients of public assistance, low-income individuals, and those with basic skills deficiencies, based on eligibility guidelines. The Career Center was recognized in 2024 for having the highest number of priority groups receiving services.

There has also been a recent increase in the need for rapid response and the CWD hosted specialized job fairs for those impacted workers.

- e. Describe how workforce activities will be coordinated with the provision of transportation, including public transportation, and appropriate supportive services in the local area.

The CWD is part of the same County Division as the Department of Transportation allowing for regular contact and collaboration. The Department of Transportation launched the Move Sullivan public transit service in August 2019. The service has grown to 7 fixed routes with complementary paratransit service for individuals with disabilities. The service provides access to employment, training, medical, and shopping centers for the most populated areas. A countywide transportation plan will be completed by the end of 2025 and will have proposed solutions for workforce transportation moving forward. The CWD staff assist customers in utilizing Move Sullivan. There are taxi cabs available as well.

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The WDB ED is a member of the Sullivan County Child Care Council and the Council ED is a member of the WDB. The Council is a critical partner in the local workforce system. They provide affordable and accessible child care options to participants so they can attend training, work experience and/or paid employment.

The CWD provides individualized case management services to address specific needs and barriers that may hinder participation in workforce activities. The CWD works closely with the Department of Social Services for housing needs and healthcare. Financial Literacy is provided through different agencies, but the need for a more structured

in depth training program is a priority moving forward.

- f. Describe the replicated cooperative agreements in place to enhance the quality and availability of services to people with disabilities, such as cross training to staff, technical assistance, or methods of sharing information.

A cooperative agreement is in place between the CWD and the Department of Social Services for the training, education and job placement of individuals on public assistance. Three FTE positions at the Career Center work under this cooperative agreement. A cooperative agreement is in place between the CWD, SUNY Sullivan and Sullivan BOCES for training and education programs. The CWD has a Disability Resource Coordinator (DRC) on staff at the Career Center. This person is also a Peer Advocate and offers individualized services for people with disabilities. The DRC holds several staff trainings throughout the year, and there is a plan to have all staff become trained in neurodiversity. The CWD works closely with many partners such as Independent Living, The ARC, ACCESS-VR, RSS Rehab, Adapt of the Hudson Valley, Center for Discovery, New Hope Community, United Way, Pathstone, Sullivan County Public Health & Community Services, Mobile Mental Health, etc. Application assistance, technical assistance, job search and job placement services are provided by the DRC on an individualized basis. Referrals come from the CWD, DOL, outside agencies, word of mouth, as well as the United Sullivan referral platform. The DRC holds monthly roundtable events with all stakeholders, submits quarterly reports, is the State Ambassador for NY SCION, and works closely with all other DRC's, DOL and Offices of Mental Health.

- g. Describe the direction given to the One-Stop System Operator to ensure priority for Adult career and training services is given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.

The One-Stop System Operator receives direction to prioritize adult career and training services from the Board and government directives/regulations. The priority is for recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient as required under WIOA Title I. The CWD gives priority of service to veterans and their eligible spouses. The One-Stop system, consisting of one comprehensive career center and other service delivery points, is designed to facilitate

access to services and improve employment outcomes for all individuals, including those who are prioritized for services.

- h. Describe how One-Stop System Operators and One-Stop partners will comply with the nondiscrimination requirements of the Workforce Innovation and Opportunity Act (WIOA) (section 188), and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding:

- i. The physical and programmatic accessibility of facilities, programs, and services;

The Department of Labor is the leaseholder of the Career Center and is responsible for ensuring the building is ADA compliant and is authorized to make those changes to the facility. The CWD ensures that all programs and services offered through the Career Center are fully accessible in format, content, and delivery to individuals with disabilities. Upon request, materials in alternative formats such as Braille, large print, and audio are provided to meet the diverse needs of customers. In addition, all digital platforms, including job matching systems, training portals, and other online tools, are designed and maintained to comply with the Web Content Accessibility Guidelines (WCAG), ensuring equitable access for all users. The Center is committed to removing barriers and fostering an inclusive service environment where every individual can fully participate and succeed.

- ii. Technology and materials for individuals with disabilities; and

The CWD ensures that all information technology systems used in service delivery are fully accessible to individuals with disabilities. This includes compatibility with screen readers, keyboard navigation, captioning for multimedia content, and support for hard of hearing customers using UBI DUO tablets. In addition, all training materials, flyers, forms, and communications are made available in multiple accessible formats upon request. This approach ensures that all individuals can fully participate and engage with services, regardless of ability.

- iii. Providing staff training and support for addressing the needs of individuals with disabilities.

The DRC provides trainings on ADA compliance and WIOA nondiscrimination provisions; disability awareness and etiquette; reasonable accommodations, and use of assistive technology and accessible software. Frontline staff are trained to understand a wide range of disability needs, make appropriate referrals to partner agencies, and communicate effectively with individuals who have speech, hearing, or cognitive disabilities.

- iv. Describe the roles and resource contributions of the One-Stop partners related to the nondiscrimination requirements of WIOA (section 188), and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

The One-Stop partners serve as subject matter experts on disability access and accommodations and offer training, consultation, direct services to improve inclusion, contribute assistive technology and disability-specific resources, incorporate

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Department
of Labor

nondiscrimination practices in service delivery, and partners contribute resources to support nondiscrimination and accessibility. Partners offer shared funding or cost allocation for accessible technology, interpreters or assistive devices, staff training on ADA compliance, universal design, disability etiquette, access to specialized services, including assessments and accommodations, and provision of accessible materials.

Business Engagement

- a. What strategies and programs, including training programs, will be used to facilitate engagement of businesses, including small businesses and businesses in in-demand sectors and occupations?

The business members of the Board collaborate with the CWD in key sectors and develop strategies to create specific trainings. The CWD is a member of the Chamber of Commerce and has access to a large number of businesses to meet and discuss needs at the monthly meetings. Collaboration with the county's business attraction entity, the Partnership for Economic Development is ongoing.

Trainings have been provided for businesses on improving recruitment and retention, investing in staff development, skill-based hiring, labor market research on wages, "Why would someone want to work for you?", how to have successful work experiences and on-the-job training opportunities.

The Job Developer attends events, meets with businesses and lists openings in the NYS Job Bank. This becomes the weekly "Hot Jobs" report of business openings that is emailed to the current list of unemployed individuals, recipients of public assistance, county agencies, towns, libraries, businesses, partner agencies and the Board. The list is uploaded to the County website, CWD's Facebook and Instagram accounts and the Chamber's website. There are monthly hiring events at the Career Center. These customized events host 4 to 8 businesses per month who meet with jobseekers that are serious about their job search. Recently the first "Business Showcase" was launched spotlighting the NYS Police. In what will be a quarterly event, businesses that work with the Career Center will be highlighted to speak about the opportunities and benefits of working for their company or agency.

The CWD and the Chamber surveyed businesses to determine their training needs. The first joint effort will be held in October focused on a National Disability Employment Awareness Month (NDEAM) event to provide information and training to businesses in hiring individuals with disabilities.

- i. If applicable, describe the local area's use of business intermediaries.

Not applicable.

- b. What strategies or services are used to support a local workforce development system that meets the needs of businesses in the local area?

To support a local workforce system that effectively meets business needs, a multi-faceted approach includes workforce planning, recruitment and training initiatives,

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collaboration with education and training providers, and partnerships with community organizations. The CWD is the lead partner in the local system and meets these needs.

- c. Describe how the local area's workforce development programs and strategies will be coordinated with regional economic development activities.

The Board ED is a member of the County's Economic Development Team that includes the Partnership for Economic Development, IDA, Chamber of Commerce, the Planning Department and the Visitors Association.

- i. Describe how these programs will promote entrepreneurial skills training and microenterprise services.

The Sullivan County Chamber hosts an annual entrepreneurial skills training class, which the CWD Director does presentations and trainings. Topics such as business planning, marketing, financial management, legal, critical thinking, problem-solving and sales are reviewed for anyone looking to open or expand a business in Sullivan County.

- d. Describe how the LWDB will coordinate its workforce investment activities with statewide rapid response activities.

The Board leverages its WIOA-funded programs to complement statewide rapid response efforts, and is the crucial link between the state's rapid response efforts and the local workforce development system. Impacted workers are provided access to job search assistance, career counseling, training programs, and supportive services to assist dislocated workers quickly find new employment. The CWD maintains open communication with the state's rapid response team, ensuring they are aware of upcoming layoffs or plant closures, which allows the Board to proactively plan and prepare for the increase of dislocated workers needing assistance. The CWD has used joint planning and implementation with the state rapid response team where they provided workshops and the CWD hosted a specialized job fair. The CWD works one on one with the businesses and dislocated workers through rapid response ensuring continuity of services.

Program Coordination

- a. How do the local area's programs and strategies strengthen the linkages between the One-Stop delivery system and unemployment insurance programs?

The Career Center is the central point of contact for employment and unemployment. The CWD and DOL staff work together to ensure that services are provided to job seekers in a seamless and efficient manner.

- b. Describe how education and workforce investment activities will be coordinated in the local area. This must include:

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- i. Coordination of relevant secondary and postsecondary education programs;

The SUNY Sullivan and Sullivan BOCES partner on a number of career pathways that support transition from secondary to post-secondary. Programs in Nursing, Public Safety, Construction and Culinary are some of the successful collaborations.

The Sullivan County Legislature provided the necessary finances to develop short term training in the demand occupations of construction, welding, automotive technician, security, electrical and soon Certified Nursing Assistant. The partnership of SUNY Sullivan, BOCES, and CWD successfully piloted these trainings. The formalizing of this effort with set schedules and offerings is under development.

- ii. Activities with education and workforce investment activities to coordinate strategies and enhance services; and

The CWD has built into the short-term occupational trainings work readiness, job getting and job keeping skill development. These sessions are integrated into the training schedule. In addition, businesses are invited to a training class and/or attend a targeted job fairs held at the end of the training. This allows for rapid attachment to the workforce. The CWD staff follow up with the participants after placement to provide support and help troubleshoot any issues the participant may be experiencing.

- iii. A description of how the LWDB will avoid duplication of services.

The Board is clear in its mission to have a customer driven, streamlined, responsive local workforce development system. The core partners work to coordinate services and avoid duplication through regular communication and formal meetings.

- c. Describe plans, strategies, and assurances concerning the coordination of services provided by the State employment service under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), to improve service delivery and avoid duplication of services.

The DOL staff who are responsible for providing the services under the Wagner-Peyser Act are fully co-located with CWD at the Career Center. They work closely with CWD in the delivery of services in the local area. The mandated state referral forms and the coordination within our system ensures any duplication of services is minimized.

- d. Provide a list of executed cooperative agreements that define how all local service providers, including additional providers, will carry out the requirements for integration of and access to the entire set of services available in the local Career Center System. This includes agreements between the LWDB and entities that serve individuals eligible under the Rehabilitation Act. If no such agreements exist, provide an explanation why this is the case and/or progress towards executing such agreements.

There is the required workforce system MOU that is at this writing waiting for one state partner signature. There is an intra-county agreement between the CWD and the

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Department of Social Services for the TANF Employment program. The only agreement that the WDB is party to is the One Stop System Operator agreement with the County of Sullivan.

Title II Program Coordination

- a. Provide a description of the LWDB’s strategic vision and goals for preparing an educated and skilled workforce, specifically addressing how to improve access to activities leading to a recognized post-secondary credential, as well as other strategies for serving out-of-school youth (OSY) and adults who have low literacy skills, are English Language Learners, or lack a high school diploma or the equivalent.

The work of the partners directly supports the strategic vision of the Board to “support the evolution of employment and sustainable business growth in Sullivan County.” The Board’s strategies are designed to provide adults and youth the knowledge and skills that businesses need to be competitive and successful. The Board and partners put emphasis on ensuring that out-of-school youth, low literacy adults, and English language learners receive information, services and the extra supports necessary for their success. The past several years has been challenging and the Board has provided a clear framework for the partners to use as their guide moving forward.

Title II services ceased being provided in Sullivan County in 2018. This brought an abrupt end to in-person adult education and training and English language programming. Several attempts made to restart these services with other providers proved unsuccessful. The subsequent shutdown of services due to the pandemic further delayed the rebuilding efforts.

The County Legislature provided support to the rebuilding efforts by dedicating funding in 2023 for short term adult training in different trades. They have continued this funding. The college, under new leadership, has become the new home of the ATTAIN Lab, is offering GED prep classes and is a GED testing site. In addition, they are offering English Language classes.

- b. Provide a description of how the LWDB will expand access to employment, training, education, and supportive services provided through the NYS Career Center System for Title II participants with barriers to employment.

There are no Title II providers in Sullivan County.

The County Legislature provided support to the rebuilding efforts by dedicating funding in 2023 for short term adult training in different trades. They have continued this funding. The college, under new leadership, has become the new home of the ATTAIN Lab, is offering GED prep classes and is a GED testing site. In addition, they are offering English Language classes.

The Career Center provides the Northstar Digital Literacy. The CWD contracts with Literacy Volunteers to provide a GED class for out-of-school youth.

- c. Identify how the LWDB will facilitate the development of career pathways and co-enrollment in academic training programs.

The Board staff, CWD, the County, BOCES and SUNY Sullivan have been working together to rebuild what was lost when Title II services ended. Career pathways have been strengthened or developed, short-term trainings leading directly to employment have been successfully launched, GED prep classes have started and English language classes are in place. The CWD provides case management and supportive services, job seeking prep and job placement services to all participants. The CWD provides additional services to participants with disabilities and participants with significant life barriers to employment stability.

- d. Provide a description of how the LWDB will support the strategy identified in the State Plan and work with the entities carrying out core programs and other workforce development programs, including those authorized under the Carl D. Perkins Career and Technical Education Act to support service alignment.

The Board is aware of and supports the strategies outlined in the Combined State plan. The Board vision and strategic goals align with the regional and state goals of collaborative partnerships, and streamlined, accessible services for individuals and businesses. The partner providers of core programs work closely together along with other workforce partners to ensure that efforts align with regional and state goals.

Youth Activities

- a. Provide contact details of Youth Point(s) of Contact for your local area including: Name of organization, name(s) of Youth Point(s) of Contact, title, address, phone number, and email address. Youth Point(s) of Contact details are primarily used to refer young adults, parents, and partners about youth programs.

Center for Workforce Development
 Krista Berger, Youth Coordinator
 50 North Street, Monticello New York 12701
 845.807.0618
 krista.berger@sullivanny.gov

- b. Provide the number of planned enrollments in Program Year (PY) 2025 for new Out-of-School Youth (OSY), carry-over OSY, new In-School Youth (ISY), carry-over ISY, and work experience. *
- i. New OSY

7

ii. Carry-over OSY

3

iii. New ISY

1

iv. Carry-over ISY

0

v. Work experiences

5

***Note:** PY 2025 enrollments will provide the baseline estimate for the remaining three (3) years of the Local Plan.

- c. In Attachment G, Youth Services, located on the New York State Department of Labor (NYSDOL) LWDB Resources [website](#) under the Planning Templates filter, identify the organization providing the Design Framework, which includes Intake & Eligibility, Objective Assessments, and Individual Services Strategies (ISS), and 14 Youth Program Elements and whether the provision of each element is contractual, with a Memorandum of Agreement (MOA), or provided by the LWDB.
- d. Explain how providers and LWDB staff ensure the WIOA elements:

- i. Connect back to the WIOA Youth Program Design Framework, particularly the Objective Assessments and ISS; and

The Board selects providers based on criteria outlined in the state plan, considering their ability to meet performance measures. The Youth Coordinator and CWD Director ensure that all 14 elements are available in the local area. These elements are integrated into the comprehensive framework of services designed to help youth prepare for and succeed in workforce.

The Youth Coordinator is responsible for the intake, eligibility, objective assessment and working with the youth to develop their ISS. Through the development of the ISS, youth are able to explore careers, set goals and create an action plan. The plan outlines what elements the youth may need to access in order to achieve their goals.

- ii. Are made available to youth with disabilities by describing specific program practices, tools, and services that are tailored to serve youth with disabilities.

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The CWD partners with employers and stakeholders to create policies and strategies that support regional economies and create effective programs and career pathways. Coordination of education and training providers, including vocational rehabilitation agencies, is crucial to enhance services for individuals with disabilities. The CWD fosters partnerships between businesses and service providers to maximize resources and recruitment pipelines for disabled participants. An annual evaluation of the accessibility of the Career Center is completed for physical and programmatic accessibility, adhering to the American's with Disabilities Act. All individuals can still receive all services offered at the Career Center, and we have a disability computer along with a UbiDuo device for communication between deaf and hard of hearing.

- e. Describe successful models for youth services from your local area, including but not limited to virtual work experiences, OSY recruitment. and engagement strategies.

The model for youth services that has proven to have the most success in Sullivan County is one where staff are out in the community meeting youth where they live. The Youth Coordinator is out in the field, engaged with other youth service providers and participating in youth focused events. These relationships are important to successfully serve a diverse group of young people.

The application process has been simplified and the approach has changed to meet the needs of today's youth. Youth are encouraged to be a strong part of the decision making process and helping them understand the documentation requirements. The Youth Coordinator uses this time as a opportunity to begin working with them on important work readiness skills.

Social media is the most effective way for recruitment and engagement . The CWD uses Facebook and Instagram to reach youth and these have proven effective. Virtual components are no longer used as the youth tend to steer away from virtual communication. The CWD Director does presentations to businesses on the youth services that are provided and the value added to their business if they were to become involved in the program.

- f. Does your local area plan to serve ISY and/or OSY using the "Needs Additional Assistance" qualifying barrier for eligibility?

Yes (Attach a Needs Additional Assistance policy that defines reasonable, quantifiable, evidence-based, and specific characteristics of ISY and OSY as described in Technical Advisory (TA) #[19-02](#).)

No (Not required to attach a policy).

- g. Attach a Basic Skills Deficiency policy of youth program as described in the in TA #[19-02](#).

Administration

- a. Identify the entity responsible for the disbursement of grant funds as determined by the Chief Elected Official(s) (CEO(s)) or Governor.

The County of Sullivan

- b. Describe the competitive process to be used to award subgrants and contracts for WIOA Title I activities in the local area.

The County of Sullivan determined that the Center for Workforce Development (CWD) will provide the WIOA Title I services for Adults and Dislocated Workers. The Title I Youth Services are competitively procured.

- c. Provide the local levels of performance negotiated with the Governor and CEO(s) to be used to measure the performance of the local area and to be used by the LWDB for measuring the performance of the local fiscal agent (when applicable), service providers, and the One-Stop delivery system, in the local area.

WIOA PY'25 Adult Measures:

Employment Rate 2nd Quarter after Exit - 66%

Employment Rate 4th Quarter after Exit – 66%

Median Earnings 2nd Quarter after Exit - \$7,900

Credential Attainment 4th Quarter after Exit – 55.5%

Measurable Skills Gain – 61.5%

WIOA PY'25 Dislocated Worker Measures:

Employment Rate 2nd Quarter after Exit - 66.5%

Employment Rate 4th Quarter after Exit – 65%

Median Earnings 2nd Quarter after Exit - \$7,850

Credential Attainment 4th Quarter after Exit – 53.5%

Measurable Skills Gain – 55.5%

WIOA PY'25 Youth Measures:

Employment, Education or Training Placement Rate 2nd Quarter after Exit – 60.5%

Employment, Education or Training Placement Rate 4th Quarter after Exit – 60.5%

Median Earnings 2nd Quarter after Exit - \$3,700

Credential Attainment 4th Quarter after exit – 54.5%

Measurable Skills Gains – 52.5%

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- d. Describe the actions taken toward becoming or remaining a high-performing LWDB, consistent with factors developed by the State Workforce Investment Board (SWIB). The LWDB will be defined as high performing if it meets the following criteria:
- i. It is certified and in membership compliance;
 - ii. All necessary governance actions and items have been accomplished, including executing a local Memorandum of Understanding (MOU), selecting a One-Stop System Operator, and implementing all required local policies, etc.;
 - iii. All One-Stop Career Centers in the local area have achieved at least an 80% score in the most recent Career Center Certification process; and
 - iv. The local area meets or exceeds all performance goals.

The Board is certified and in membership compliance. The MOU is signed except for one State level partner. The One Stop System Operator has been designated and an agreement is executed. The Career Center is certified. All policies and procedures are in place.

Training Services

- a. Describe how training services will be provided in the local area. This may include incumbent worker, on-the-job, and customized training programs.

Training services are provided based on WIOA priority of service. Eligible customers work closely with CWD Specialists to determine if classroom or on-the-job training (OJT) will best meet their goals. The customer, with assistance from the CWD staff, will review the NYS Eligible Training Provider List (ETPL) and the list of regional priority occupations. Together they will make an informed choice of suitable training that will help the customer achieve their goals.

- b. Describe how contracts will be coordinated with the use of Individual Training Accounts (ITAs).

In general , ITAs are used for training available to the public and is not dependent on provider contracts. However, there is a contract agreement with the County, SUNY Sullivan and BOCES for the provision of short term occupational training in construction, security, automotive and healthcare. This is funded through the County and WIOA.

- c. Describe how the LWDB will ensure informed customer choice in the selection of training programs regardless of how training services are provided.

Customer choice is foundational to the work of the Board and the partners. The Career Center staff operate from this perspective when providing services. Customers are provided labor market information including demand occupations, wage scale and skill requirements. The focus of services is to ensure customers have the information they need to make the best informed choice that will support their goals.

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Public Comment

- a. Describe the process used by the LWDB to provide a period of no more than 30 days for public comment and input into development of the plan by representatives of business, labor organizations, and education prior to submission.*

A legal notice was published in the Sullivan County Democrat newspaper. The plan has been posted on the County website.

***Note:** Per WIOA §679.560(e), comments representing disagreement with the contents of the Local Plan must be submitted with the Plan.

List of Attachments

Please complete all attachments listed below.

Attachment A – In-Demand Occupation List Template

Attachment B – Units of Local Government

Attachment C – Fiscal Agent

Attachment D – Signature of Local Board Chair

Attachment E – Signature of Chief Elected Official(s)

Attachment F – Federal and State Certifications

Attachment G – Youth Services Chart

Original signature pages for Attachments D, E, and F must be delivered to NYSDOL in one of the following two ways:

- Electronic signature (if the LWDB has the capability for it) – Note that electronic signatures must follow the requirements and guidelines of the Electronic Signature and Records Act ([ESRA](#)). LWDBs choosing to submit signature pages via electronic signature may submit these pages via email with the Local Plan.
- Mail original versions – Hard copies of traditional signature pages may be sent to:

Attn: Local Plan
New York State Department of Labor
 Division of
 Workforce

**Employment and
 Solutions**

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**W. Averell Harriman State Office Campus
Building 12, Room 440
Albany, NY 12226**

All other attachments must be submitted via email with the LWDB Local Plan Template.

In addition to these attachments, LWDBs must provide copies of the agreements listed in Part [\(d\)](#) of the Program Coordination section of this template. If possible, it is preferable to provide a list of hyperlinks to these agreements available on the LWDB website.

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Requires Additional Assistance Policy for In School and Out of School Youth

In accordance with WIOA Section 129(a)(1)

An individual (including a youth with a disability) who requires additional assistance to enter or complete an educational program, or to secure and hold employment is locally defined by the Sullivan Workforce Development Board as a low-income youth who has been determined to demonstrate any of the following behaviors:

- (a) Chronic absenteeism and truancy from school;
- (b) Chronic underachievement in school;
- (c) Chronic behavior or legal offenses;
- (d) Physical, mental, social/developmental immaturity or impairment or disability;
- (e) Lack of occupational skills/goals; or
- (f) Victim of physical/sexual/psychological abuse and or neglect.
- (g) Has unstable housing.
- (h) Has no access to consistent transportation.
- (i) Has been fired from a job.
- (j) Has been unemployed or underemployed for six out the last twelve months.
- (k) Lives alone or is the main financial support for family.
- (l) Has no family support to complete an education or training program or to secure and hold employment.

Additional indicators of need are:

- (m) Youth who are not currently served by other programs within the community;
- (n) Youth who are living with adults who are substance abusers; or
- (o) Chronic absenteeism from employment

Documentation:

New York State Department of Labor guidance allows the following documentation for verifying “Youth Requiring Additional Assistance” eligibility:

- ✓ Case notes
- ✓ WIOA application form signed by applicant
- ✓ School records and/or documentation from school official

- ✓ Pay stubs, Unemployment system verification, W-2, employer statement
- ✓ ISS
- ✓ Department of Social Services or other agencies from whom the youth is receiving services
- ✓ Self-attestation is acceptable when there is no other way to document. Self- attestation is not acceptable for chronic absenteeism or truancy.

Basic Skills Deficient with respect to an individual -

- a. who is a youth that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- b. is a youth or an adult, that the individual is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family or in society.

English Language Learner. WIOA Section 203(7) defines the term "English Language Learner" as an individual who has limited ability in reading, writing, speaking, or comprehending the English language, and (A) whose native language is a language other than English; or (B) who lives in a family or community environment where a language other than English is the dominant language."

Attachment B: Units of Local Government

Please list the unit or units (multiple counties or jurisdictional areas) of local government included in the local area. If the Chief Elected Official (CEO) Grant Recipient has designated a local grant subrecipient to administer the Workforce Innovation and Opportunity Act (WIOA) pursuant to WIOA §107, please indicate the unit of local government designated as the grant subrecipient. However, if instead, the CEO Grant Recipient has designated a fiscal agent, please indicate this on **Attachment C: Fiscal Agent**.

Unit of Local Government	Grant Subrecipient
	Yes
Sullivan County Center for Workforce Development	<input checked="" type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

§107(c)(1)(B)(i) – In a case in which a local area includes more than one (1) unit of general local government, the CEOs of such units may execute an agreement that specifies the respective roles of the individual CEOs.

If the Local Workforce Development Area is composed of more than one (1) unit of general local government, is there a written agreement between local officials that details the liability of the individual jurisdictions?

Yes No

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Attachment C: Fiscal Agent

Workforce Innovation and Opportunity Act (WIOA) §107(d)(12)(B)(i)(II) provides that the Chief Elected Official (CEO) Grant Recipient may designate a local fiscal agent as an alternative to a local grant subrecipient. Such designation to a grant subrecipient or fiscal agent shall not relieve the CEO or the Governor of the liability for any misuse of grant funds. If the CEO identified a fiscal agent to assist in the administration of grant funds, please provide the name of the fiscal agent.

Fiscal Agent
Sullivan County Center for Workforce Development

ATTACHMENT D: SIGNATURE OF LOCAL BOARD CHAIR**Workforce Innovation and Opportunity Act (WIOA) Local Plan for
Program Years 2025-2028, for WIOA Title I
Programs**

In compliance with the provisions of WIOA, the Final Rule, and Planning guidelines and instructions developed by the Governor, this Plan is being submitted jointly by the Local Workforce Development Board (LWDB) and the respective Chief Elected Official(s) (CEO(s)).

By virtue of my signature, I:

- Agree to comply with all statutory and regulatory requirements of WIOA as well as other applicable State and federal laws, regulations, and policies;
- Affirm that the composition of the LWDB is either in compliance with the law, rules, and regulations and is approved by the State, or will be in compliance within 90 days of Local Plan submission;
- Affirm that this Plan was developed in collaboration with the LWDB and is jointly submitted with the CEO(s) on behalf of the LWDB; and
- Affirm that the LWDB, including any staff to the LWDB, will not directly provide any career services unless approved to do so by the CEO(s) and the Governor.

Date:		Signature of LWDB Chair:
Mr.	<input checked="" type="checkbox"/>	Typed Name of LWDB Chair: Jacob Lerner
Ms.	<input type="checkbox"/>	
Other	<input type="checkbox"/>	
Name of LWDB:	Workforce Development Board of Sullivan, Inc.	
Address 1:	100 North Street	
Address 2:	Monticello	
City:		
State:	New York	Zip: 12701
Phone:		E-mail: jacobslearner@gmail.com

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ATTACHMENT E: SIGNATURE OF CHIEF ELECTED OFFICIAL(S)**Workforce Innovation and Opportunity Act (WIOA) Local Plan for
Program Years 2025-2028, for WIOA Title I
Programs**

In compliance with the provisions of WIOA, the Final Rule, and Planning guidelines and instructions developed by the Governor, this Plan is being submitted jointly by the Local Workforce Development Board (LWDB) and the respective Chief Elected Official(s) (CEO(s)).

By virtue of my signature, I:

- Agree to comply with all statutory and regulatory requirements of WIOA as well as other applicable State and Federal laws, regulations, and policies;
- Affirm that the Grant recipient possesses the capacity to fulfill all responsibilities and assume liability for funds received, as stipulated in §679.420 of the rules and regulations;
- Affirm that the composition of the LWDB is either in compliance with the law, rules, and regulations and is approved by the State, or will be in compliance within 90 days of Local Plan submission;
- Affirm that the Chair of the LWDB was duly elected by the LWDB; and
- Affirm that the LWDB, including any staff to the LWDB, will not directly provide any career services unless approved to do so by the CEO(s) and the Governor.

Note: A separate signature sheet is required for each local CEO. If additional pages are necessary, please replicate this document for each CEO.

Date:		Signature of Local CEO:	
Mr.	<input type="checkbox"/>	Typed Name of Local CEO:	
Ms.	<input checked="" type="checkbox"/>	Nadia Rajsz	
Other	<input type="checkbox"/>		
Title of Local CEO:	Chair of Sullivan County Legislature		
Address 1:	100 North Street		
Address 2:			
City:	Monticello		
State:	NY	Zip:	12701
Phone:	845-807-0435	E-mail:	Nadia.Rajsz@sullivanny.gov
Are you the Grant Recipient CEO? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			

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ATTACHMENT F: FEDERAL AND STATE CERTIFICATIONS

The funding for the awards granted under this Contract is provided by the United States Department of Labor which requires the following certifications:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. By signing this Contract, the prospective lower tier participant certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall provide an explanation.
3. The prospective lower tier participant shall pass the requirements of A.1. and A.2., above, to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By signing this Contract, the Contractor hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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C. DRUG FREE WORKPLACE

By signing this Contract, the Contractor certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at the Contractor's office and available for Federal inspection.

D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act (WIOA), the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in a program or activity that receives financial assistance under Title I of WIOA;
- (2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title I – financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

E. BUY AMERICAN NOTICE REQUIREMENT

In accordance with Section 502 of the WIOA, none of the funds made available under the WIOA may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

F. SALARY AND BONUS LIMITATIONS

No federal funds appropriated annually under the heading 'Employment and Training' shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in 2 CFR 200.330. See Training and Employment Guidance

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Letter number 5-06 for further clarification. Where applicable, the Contractor agrees to comply with the Salary and Bonus Limitations.

G. VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the Contractor agrees to comply with the Veteran's Priority Provisions.

H. FUNDING DISCLOSURE

In accordance with Section 516 of the 1989 Department of Labor Appropriations Act, the Contractor agrees that when issuing statements, press releases, requests for proposals, bid solicitations or other documents describing the project or program, the Contractor shall clearly state:

- a. The percentage of the total costs of the program or project which will be or is being financed with federal money;
- b. The dollar amount of federal funds for the project or program; and
- c. Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

STATE CERTIFICATIONS

I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND OUTSTANDING DEBTS

By signing this Contract, the Contractor, as a duly sworn representative of the contractor/vendor, hereby attests and certifies that:

1. No principal or executive officer of the Contractor's company, its subcontractor(s) and/or successor(s) is presently suspended or debarred; and
2. The Contractor, its subcontractor(s) and/or its successor(s) is not ineligible to submit a bid on, or be awarded, any public work contract or sub-contract with the State, any municipal corporation or public body for reason of debarment for failure to pay the prevailing rate of wages, or to provide supplements, in accordance with Article 8 of the New York State Labor Law.
3. The Contractor, its subcontractor(s) and/or its successor do not have any outstanding debts owed to the Department, including but not limited to, contractual obligations, fines related to Safety and Health violations, payments owed to workers for public works projects or the general provisions of the labor Law, unemployment insurance contributions or other related assessments, penalties or charges.

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DIVISION OF EMPLOYMENT AND WORKFORCE SOLUTIONS

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Bidder/Contractor and that the foregoing statements are true and accurate.

Signature of Authorized Representative:
Title:
Date:



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7722

Agenda Date: 9/18/2025

Agenda #: 9.

Narrative of Resolution:

To appoint members to the Sullivan County Land Bank Corporation.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE PLANNING AND COMMUNITY RESOURCES COMMITTEE TO APPOINT MEMBERS TO THE SULLIVAN COUNTY LAND BANK CORPORATION

WHEREAS, pursuant to Resolution No. 286-16, the Sullivan County Legislature authorized the formation of the Sullivan County Land Bank Corporation (SCLBC) and appointed nine (9) directors to serve a term of two (2) years from the date of incorporation unless appointed by virtue of a director's elected public office in which case it shall run concurrently with the term of office, whichever is less; and

WHEREAS, the SCLBC currently has a vacancy on its Board of Directors due to the resignation of a board member; and

WHEREAS, the vacancy was advertised and resumes accepted by the Sullivan County Legislative Clerk; and

WHEREAS; the SCLB board has recommended that Tonja McKerrell be appointed to the Board of Directors; and

WHEREAS, the Sullivan County Legislature has the authority to appoint members of the SCLBC Board pursuant to Article 16 of New York State's Non-Profit Corporation Law.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby appoints Tanja McKerrell to the Sullivan Count Land Bank Corporation Board of Directors Board, for a term ending February 2027.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7723

Agenda Date: 9/18/2025

Agenda #: 10.

Narrative of Resolution:

To direct the development and issuance of a Request for Proposals for a countywide groundwater study.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? Choose an item.

If ‘Yes,’ specify appropriation code(s): Click or tap here to enter text.

If ‘No,’ specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE PLANNING AND COMMUNITY RESOURCES COMMITTEE DIRECTING THE DEVELOPMENT AND ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR A COUNTYWIDE GROUNDWATER STUDY

WHEREAS, the Sullivan County Legislature recognizes the importance of managing its natural resources in a sustainable manner; and

WHEREAS, the availability of clean water is critical for the health of our residents and visitors, the continued success of a thriving tourism sector, and long-term success of an increasingly diversified economy; and

WHEREAS, Sullivan County (“County”) wishes to make relevant, up-to-date, and accurate data available to its local governments and other organizations to aid in the decision-making process as it pertains to groundwater usage and quality; and

WHEREAS, the development of a countywide groundwater study would provide critical insight into subsurface conditions throughout the county and thus better equip local decision makers to safeguard Sullivan County’s groundwater resources.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby directs that a Request for Proposals (RFP) be developed and issued to secure hydrogeologic expertise in relation to subsurface conditions throughout the county for the purpose of creating a countywide groundwater study.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7724

Agenda Date: 9/18/2025

Agenda #: 11.

Narrative of Resolution:

To award funding through the 2025 Removal of Unsafe Structures (RUS_t) Program to two municipalities.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$50,000

Are funds already budgeted? Yes

If 'Yes,' specify appropriation code(s): A-8020-90-47-4752

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE PLANNING AND COMMUNITY RESOURCES COMMITTEE TO AWARD FUNDING THROUGH THE REMOVE UNSAFE STRUCTURES (RUS_t) PROGRAM

WHEREAS, the Sullivan County Division of Planning and Community Development has historically administered several small funding programs that advance County goals for community and economic development; and

WHEREAS, the Sullivan County Legislature ("Legislature") adopted the 2025 Remove Unsafe Structures (RUS_t) Program, as it recognizes the needs of the County and fully supports efforts to encourage economic development, community safety, and a healthier living environment throughout the County; and

WHEREAS, applications have been received from two municipalities requesting a total of \$50,000 to provide financial assistance with the removal of unsafe and hazardous structures in their communities; and

WHEREAS, Sullivan County Planning is in receipt of these applications and has deemed both applications to be complete in accordance with the guidelines adopted by the Sullivan County Legislature.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature approves and awards funding through the Remove Unsafe Structures (RUS_t) Program as follows:

Town of Highland	\$25,000.00
Town of Rockland	\$25,000.00

BE IT FURTHER RESOLVED, that the Sullivan County Legislature authorizes the County Manager to enter into contracts with these award recipients for the administration of this funding, said contracts to be in a form approved by the County Attorney.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7727

Agenda Date: 9/18/2025

Agenda #: 12.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE AND EXECUTE A LEASE WITH A THIRD-PARTY LAND OWNER FOR THE LEASE OF LAND TO SUPPORT THE OPERATION OF PUBLIC SAFETY COMMUNICATIONS FACILITIES

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? No

If 'Yes,' specify appropriation code(s):

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

Click or tap here to enter text.

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE AND EXECUTE A LEASE WITH A THIRD-PARTY LAND OWNER FOR THE LEASE OF LAND TO SUPPORT THE OPERATION OF PUBLIC SAFETY COMMUNICATIONS FACILITIES

WHEREAS, Resolution No. 157-12 authorizes the negotiation of the renewal of agreements and additional leased parcel with third party land owners for the use of parcels of property for communications towers; and

WHEREAS, in order to enhance public safety communications for the County, a parcel of land has been identified as a suitable site to construct a public safety communications facility; and

WHEREAS, the lease is for a portion of a parcel of land situated in the Village of Jeffersonville, identified on Real Property Tax Map Section 102, Block 1 and Lot 17; and

WHEREAS, it is in the best interest of the County to execute this lease to continue to improve public safety communications,

NOW, THEREFORE, BE IT RESOLVED, that the Chair of the County Legislature be authorized to execute a land lease with the property owner(s), commencing October 1, 2025 for a period of twenty years with an option to extend said lease agreement for the purposes of constructing a public safety communications facility; and

BE IT FURTHER RESOLVED, that the first lease payment shall be \$4000 per annum and each succeeding year shall increase the prior year's rent by two percent; and

BE IT FURTHER RESOLVED, that the form of such lease agreement be drafted and approved by the

County Attorney's Office.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7728

Agenda Date: 9/18/2025

Agenda #: 13.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE A RIGHT-OF-WAY AGREEMENT WITH THE SULLIVAN WEST CENTRAL SCHOOL DISTRICT

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

Click or tap here to enter text.

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE A RIGHT-OF-WAY AGREEMENT WITH THE SULLIVAN WEST CENTRAL SCHOOL DISTRICT

WHEREAS, Sullivan County recognizes the need for reliable public safety communications infrastructure in order to protect the health, safety, and welfare of the residents of the community; and

WHEREAS, Sullivan County is seeking to construct and maintain a public safety communication tower facility located on property adjacent to the Sullivan West Central School District Jeffersonville Campus; and

WHEREAS, in order to ensure reasonable and lawful access for the purpose of utility access, inspection, repair and maintenance of said communication tower facility, it is necessary to enter into a Right-of-Way Agreement with the Sullivan West Central School District; and

WHEREAS, the proposed Right-of-Way Agreement will grant Sullivan County access across the Sullivan West Central School District property to reach the communication tower facility, subject to terms and conditions mutually agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, that the Chair of the County Legislature is hereby authorized to enter into a Right-of-Way Agreement with Sullivan West Central School District in a form as approved by the County Attorney for access across the Jeffersonville Campus property to construct and maintain public safety communications facilities; and



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7731

Agenda Date: 9/18/2025

Agenda #: 14.

Narrative of Resolution:

Resolution to authorize reimbursable third-party vendor agreements, amendments, updates

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

WHEREAS, Sullivan County Department of Public Services is a provider of home care related services, including but not limited to skilled nursing, physical therapy, occupational therapy, speech therapy, respiratory therapy, social work services, and home health aide services, to clients and that such services are reimbursable by third party payors; and

WHEREAS, Sullivan County Department of Public Health desires to continue to enhance third party revenue generation collection; and

WHEREAS, third party payors require written agreements with service providers to allow all payments to be forwarded directly to the provider; and

WHEREAS, due to the changing requirements in the industry, third party payors may require periodic amendments to their existing agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized to enter into provider agreements with various insurance companies/service providers for the services described above and to sign amendments to said agreements; and

BE IT FURTHER RESOLVED, that the authorization for this Resolution shall expire as of December 31, 2029, and that a new resolution must be adopted at that time; and

BE IT FURTHER RESOLVED that said agreements and amendments shall be in such form as to be approved by the County Attorney.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7733

Agenda Date: 9/18/2025

Agenda #: 15.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO ACCEPT THE DONATION OF AN AMBULANCE FROM THE BOARD OF COOPERATIVE EDUCATION SERVICES (BOCES) TO THE SULLIVAN COUNTY DIVISION OF PUBLIC SAFETY

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

Click or tap here to enter text.

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO ACCEPT THE DONATION OF AN AMBULANCE FROM THE BOARD OF COOPERATIVE EDUCATION SERVICES (BOCES) TO THE SULLIVAN COUNTY DIVISION OF PUBLIC SAFETY

WHEREAS, Sullivan County Board of Cooperative Educational Services has offered to donate a used ambulance to the Sullivan County Division of Public Safety to be used by the Bureau of Emergency Medical Services; and

WHEREAS, Sullivan County Bureau of Emergency Medical Services wishes to accept the ambulance donation for both operations and Emergency Medical Services training where available.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is authorized to execute an agreement, and any related documents which shall be approved as to form by the County Attorney, to accept the donation of an ambulance from Sullivan County Board of Cooperative Educational Services to Sullivan County.

BE IT FURTHER RESOLVED, that the Sullivan County Legislatures appreciates the generous donation made by Sullivan County Board of Cooperative Education Services and formally thanks them for their donation to Sullivan County for the benefit of all current and future residents.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7734

Agenda Date: 9/18/2025

Agenda #: 16.

Narrative of Resolution:

TO AMEND RESOLUTION NO. 387-22 AMENDING THE DATES OF A GRANT AWARDED FROM THE NEW YORK STATE OFFICE OF VICTIM SERVICES

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: 0

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

Click or tap here to enter text.

RESOLUTION INTRODUCED BY PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AMEND RESOLUTION NO. 387-22 AMENDING THE DATES OF A GRANT AWARDED FROM THE NEW YORK STATE OFFICE OF VICTIM SERVICES

WHEREAS, Resolution No. 387-22 was adopted by the Sullivan County Legislature on September 15, 2022, and

WHEREAS, some of the dates were not correct, and

WHEREAS, the dates should have read

2022-2023-----	\$91,272.52
2023-2024-----	\$91,272.52
2024-2025-----	\$91,272.52

NOW, THEREFORE BE IT RESOLVED, that the Sullivan County Legislature hereby amends Resolution No. 387-22 to reflect the above dates which are reflected in the attached agreement, and

BE IT FURTHER RESOLVED, that everything else including the amounts in Resolution No. 387-22 remains the same and unchanged.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Office of Victim Services 80 S. Swan Street 2nd Flr. Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT ID: OVS01 1080200 CONTRACT NUMBER: OVS01-C11381GG-1080200 CONTRACT TYPE (select one): <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME: SULLIVAN COUNTY OF</p>	<p>TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal (list periods) : <input checked="" type="checkbox"/> Amendment (list periods) : 3</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002445 Federal Tax ID Number: 146002812</p>	<p>PROJECT NAME: Victim Assistance 2021 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 16.575</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: COUNTY TREASURER 100 NORTH ST PO BOX 5012 MONTICELLO, NY 12701 CONTRACTOR PAYMENT ADDRESS: 100 NORTH ST MONTICELLO, NY 12701 <input type="checkbox"/> Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: 100 NORTH ST MONTICELLO, NY 12701 <input type="checkbox"/> Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: nancy.buck@co.sullivan.ny.us</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A <input type="checkbox"/> Sectarian Entity</p>
<p>CURRENT CONTRACT TERM: From: 10/01/2022 To: 09/30/2025 AMENDED TERM: From: To:</p>	<p>CONTRACT FUNDING AMOUNT (Fixed Term – enter current period amount; Simplified Renewal – enter cumulative amount to date; Multi-year – enter total projected amount of the contract): CURRENT: \$273,817.57 AMENDED: FUNDING SOURCE(S) <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- Appendix A
- Attachment A:
 - A-1 Agency Specific Terms and Conditions
 - A-2 Program Specific Terms and Conditions
 - A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-4 Net Deficit Budget

 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)
 - B-4(A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting
- Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: SULLIVAN COUNTY OF _____

By: Josh Potosek
 Printed Name

Title: County Manager

Date: 08/22/2025

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:
Office of Victim Services

By: Kathleen Joslin
 Printed Name

Title: Grants Unit Chief

Date: 08/22/2025

ATTORNEY GENERAL'S SIGNATURE
 APPROVED AS TO FORM

By: _____
 Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
 Printed Name

Title: _____

Date: _____

STATE OF NEW YORK CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

¹ For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the

program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant

to the Contract.

- I. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.
- J. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.
- K. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.
- L. Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.
- M. Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.
- N. Renewal:**
- 1. General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
 - 2. Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants

and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any

subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
 - b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.
 - d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:
- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals,

cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

- ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.
- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required

to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.
2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.
3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information

Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain

coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give

something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently

and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New

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

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

NYS Department of Economic
Development
Division of Minority and Women's
Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: [mailto:mwbebusinessdev@esd.
ny.gov](mailto:mwbebusinessdev@esd.ny.gov)
[https://ny.newnycontracts.
com/FrontEnd/
searchcertifieddirectory.asp](https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp)

[com/FrontEnd/
searchcertifieddirectory.asp](https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp)

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS

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

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
<https://ogs.ny.gov/iran-divestment-act-2012>

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

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

ATTACHMENT A-1 (AGENCY-SPECIFIC CLAUSES)

A. MODIFICATIONS TO BUDGET AND PROGRAM GOALS AND OBJECTIVES

The parties agree that the STATE may modify the program budget set forth at ATTACHMENT B-1 (BUDGET) or the Program Goals and Objectives set forth at ATTACHMENT C (PROGRAM GOALS AND OBJECTIVES) for good cause as determined by the STATE or otherwise as required by the State Comptroller. The STATE shall provide to the CONTRACTOR written notice of any such modification(s) at least twenty calendar days prior to the effective date of the modification(s).

The parties agree that the CONTRACTOR shall not revise the program budget in ATTACHMENT B-1 (BUDGET) without prior approval of the STATE for any cost category during the period of the AGREEMENT. All revisions, including those under \$1,000, are subject to audit by the STATE.

B. LAST DOLLAR FUNDING

The parties agree that the funding provided under this AGREEMENT shall be considered to be last dollar funding. All other sources of funding for the expenses of the CONTRACTOR in providing the services contemplated by this AGREEMENT, including but not limited to fees, insurance, and donations, shall first be applied to such expenses.

C. SITE ACCESS

The CONTRACTOR shall permit the STATE's representatives to visit, with or without notice, all facilities or sites where services covered under this AGREEMENT may be provided. Upon request of the STATE, the CONTRACTOR shall make appropriate arrangements for the STATE's representatives to attend meetings of the CONTRACTOR's Board of Directors.

D. CONTRACTOR STAFFING

The parties agree the CONTRACTOR shall provide all insurance and fringe benefits, and make all employer's payments, required by federal, state or local law, rule, regulation, or policy. At least one fulltime employee of the CONTRACTOR shall be a duly qualified Notary Public or Commissioner of Deeds.

The parties agree that the CONTRACTOR shall not select, reject, promote, fail to promote, or otherwise impermissibly discriminate against any officer, employee, staff member, volunteer or other individual associated with or representing the CONTRACTOR on the basis of the individual's political belief(s) or affiliation(s).

The parties agree that if the CONTRACTOR is a not-for-profit corporation, the CONTRACTOR shall not employ, except as an unpaid volunteer, a current officer, director or incorporator of the corporation, or the parent, spouse, spousal equivalent, sibling or child of a current officer, director or incorporator of the corporation.

The parties agree that the CONTRACTOR shall not employ, except as an unpaid volunteer, a New York State legislator or legislative staffperson. The CONTRACTOR will immediately advise the Office in writing upon the employment, except as an unpaid volunteer, the parent, spouse, spousal equivalent, sibling or child of a New York State legislator or legislative staffperson. The written notice will provide the name of the individual, the position of employment, the legislator or legislative staffperson the employee is related to, and the nature of the relation. If the employee is already employed at the time that this contract becomes effective and no previous notice has been given by the CONTRACTOR, said written notice will be provided immediately upon the contract becoming effective.

The parties agree that the CONTRACTOR shall not employ, except as an unpaid volunteer, the parent, spouse, spousal equivalent, sibling or child of any employee of the CONTRACTOR who is a

program administrator or who otherwise has influence or control over the administration of the program.

E. UTILIZATION OF VOLUNTEERS

The parties agree that the CONTRACTOR will utilize the services of unpaid volunteers. The STATE may, upon the written request of the CONTRACTOR, waive this requirement if the STATE finds that the utilization by the CONTRACTOR of unpaid volunteers is hindered or prohibited by statute, regulation, or contract, or if the CONTRACTOR has otherwise been unable to procure volunteers after aggressive and sustained recruitment.

F. CONFLICT OF INTEREST - CLIENT REFERRALS

The parties agree that the CONTRACTOR shall not refer any program participant or any other person seeking or inquiring about crime victim services to any current officer, director or incorporator of the corporation, if the CONTRACTOR is a not-for-profit corporation. The parties agree that the CONTRACTOR shall not refer any program participant or any other person seeking or inquiring about crime victim services to any employee of the CONTRACTOR, or to any volunteer providing services to the CONTRACTOR, or to any New York State legislator or legislative staff person, or to the parent, spouse, spousal equivalent, sibling or child of any aforementioned person, if any of the persons specified in this paragraph to whom such referral would be made would receive any financial benefit from such referral, except insofar as the persons specified in this paragraph provide services as part of the same agency to which the CONTRACTOR'S program belongs.

G. CONFLICT OF INTEREST - PURCHASE OF SUPPLIES AND SERVICES

The parties agree that no officer, director or employee of the CONTRACTOR shall solicit or accept gratuities, favors, or any thing or service having monetary value, from persons or entities furnishing supplies or services purchased with funds provided pursuant to this AGREEMENT.

The parties agree that no officer, director or employee of the CONTRACTOR shall participate in the selection, procurement or administration of supplies or services when any of the following persons has a financial or other substantive interest in the supplier, or when any of the following persons is employed by or has an arrangement concerning prospective employment with the supplier: a current officer, director, incorporator or employee of the CONTRACTOR; a parent, spouse, spousal equivalent, sibling or child of a current officer, director, incorporator or employee of the CONTRACTOR; or a business partner of a current officer, director, incorporator or employee of the CONTRACTOR.

H. EQUAL ACCESS TO SERVICES

The parties agree that the CONTRACTOR shall not hinder access to services contemplated by this AGREEMENT on the basis of race, color, national origin, sex, sexual orientation, religion, age, disability or marital status.

I. CLAIMS AND LITIGATION

The parties agree that the CONTRACTOR shall give prompt written notice to the STATE of any potential or actual claims, civil actions, judgments or liens against the CONTRACTOR arising from or pertaining to any service provided by the CONTRACTOR.

J. BANK ACCOUNTS

The parties agree that the CONTRACTOR shall deposit all funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT in a bank account within the State of New York. The CONTRACTOR shall direct and authorize any such bank to furnish to the STATE upon its request information or records pertaining to the account, and to transfer the balance of the funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT to the STATE upon its request. Any interest credited to the CONTRACTOR shall be reported by the CONTRACTOR to the STATE.

K. LIMITATION ON USE OF FUNDS

The parties agree that funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT shall not be used for the purchase of real property.

L. COPYRIGHT

The parties agree that the CONTRACTOR shall not copyright or attempt to copyright any written or other material produced by the CONTRACTOR wholly or partially with the funding contemplated by this AGREEMENT.

M. REFUND REPAYMENT

For refunds, a certified or bank check should be made out to: New York State Office of Victim Services.

N. DESIGNATE REFUND ADDRESSES

Refunds checks should be addressed to:

Administrative Services Unit
NYS Office of Victim Services
AE Smith State Office Building
80 S. Swan Street, 2nd Floor
Albany, New York 12210

O. PROGRAM OFFICE ADDRESS

Notices to the State, as identified in Section I J of this Agreement, shall be addressed to:

Supervisor of Contracts
NYS Office of Victim Services
AE Smith State Office Building
80 S. Swan Street, 2nd Floor
Albany, New York 12210

Notices to the Contractor, as identified in Section I J of this Agreement, shall be addressed to the administrator identified by the Contractor and sent to the Contractor Primary Mailing Address listed on the face page of this Agreement

P. PAYMENT AND REPORTING

Attachment D of this Agreement details the payment and reporting schedule.

Q. MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE DIRECTORY

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

R. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

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

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

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Multi Year
Contract Term: 10/01/2022 - 09/30/2025
Contract Amount: \$273,817.57

Contract Period Information Details

For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2022 - 09/30/2023	\$91,272.52			Y	Y
2	10/01/2023 - 09/30/2024	\$91,272.52			Y	Y
3	10/01/2024 - 09/30/2025	\$91,272.53			Y	Y

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
SUMMARY**

PROJECT NAME: Victim Assistance 2021
 CONTRACTOR NAME: SULLIVAN COUNTY OF
 CONTRACT PERIOD NUMBER: 1
 CONTRACT PERIOD: From: 10/01/2022
 To: 09/30/2023

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1) Personal Services							
a) SALARY	\$51,592.00	\$0.00	\$51,592.00	\$0.00	0%	\$0.00	\$51,592.00
b) FRINGE	\$18,299.00	\$0.00	\$18,299.00	\$0.00	0%	\$0.00	\$18,299.00
Subtotal	\$69,891.00	\$0.00	\$69,891.00	\$0.00	0%	\$0.00	\$69,891.00
2) Non Personal Services							
a) CONTRACTUAL	\$21,381.52	\$0.00	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52
b) TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$21,381.52	\$0.00	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52
Total	\$91,272.52	\$0.00	\$91,272.52	\$0.00	0%	\$0.00	\$91,272.52

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
JUSTIFICATION**

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ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET

SALARY									
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. "Crime Victim Advocate "	\$51,592.00	35.00	100.00	12.00	\$51,592.00	\$0.00	0%	\$0.00	\$51,592.00
Sub Total					\$51,592.00	\$0.00	0%	\$0.00	\$51,592.00
FRINGE									
TYPE/DESCRIPTION									
1. Benefit Package (FICA, Health Ins., Retirement, WIC and Disability)					\$18,299.00	\$0.00	0%	\$0.00	\$18,299.00
Sub Total					\$18,299.00	\$0.00	0%	\$0.00	\$18,299.00
Personal Services Total					\$69,891.00	\$0.00	0%	\$0.00	\$69,891.00

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET**

PERSONAL SERVICES NARRATIVE – SALARY

The County will make use of the OVS funds in order to hire one (1) dedicated Crime Victim Services Advocate, a civil service employee of Sullivan County, whose maximum pay grade is \$51,592.00 annually. The total annual salary cost for the positions is \$51,592.00 in Year 1. The position will work a standard work week of thirty-five (35) hours annually. The County will make use of a Volunteer in the Victim Advocacy Project. The use of a volunteer (as required within the program) will be used towards the 25% local match requirement to the grant application. The volunteer will work approximately 16 weeks annually, for a total of 500 hours spent on the project. The present National Volunteer rate of \$29.95 per hour has been used to calculate cost. One (1) Victim Advocacy Volunteer will be used in the Crime Victims Advocacy Project. The Volunteer will have a standard work week of thirty hours. At a rate of \$29.95 per hour, the cost for the volunteer will be \$14,524.38. TOTAL Annual Cost for Volunteer = \$14,524.38 TOTAL Year 1 Cost for Personal Services Salary = \$51,592.00 / Grant Funds; and TOTAL Year 1 Cost for Personal Services Salary = \$14, 524.38 / Matching Funds

PERSONAL SERVICES NARRATIVE - FRINGE

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. "Mental Health Provider for clients "	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52
Total	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52

CONTRACTUAL NARRATIVE

NO funds can be reimbursed for Contractual services until a contract agreement is submitted. This funding will be able to be utilized once a contractual agreement is finalized between a mental health provider and Sullivan County. The County will utilize OVS funds to establish a relationship with a mental health services provider to establish a standardized referral pathway for clients to obtain care, and for monthly meetings with respect to client progress, to ensure clients are provided with appropriate wrap-around services and that resources are available from local community partners. The monthly meetings are estimated to account for four (4) hours per month to discuss cases, and additional time for service providers to discuss elements of case with victim advocate. It is expected that eight (8) hours per month will be spent for therapist to conduct intakes and obtain relevant case information from victim advocate.

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – EQUIPMENT

EQUIPMENT TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. "None "	\$0.00	\$0.00	0%	\$0.00	\$0.00
Total	\$0.00	\$0.00	0%	\$0.00	\$0.00

EQUIPMENT NARRATIVE

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
SUMMARY**

PROJECT NAME: Victim Assistance 2021
 CONTRACTOR NAME: SULLIVAN COUNTY OF
 CONTRACT PERIOD NUMBER: 2
 CONTRACT PERIOD: From: 10/01/2023
 To: 09/30/2024

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1) Personal Services							
a) SALARY	\$51,592.00	\$0.00	\$51,592.00	\$0.00	0%	\$0.00	\$51,592.00
b) FRINGE	\$18,299.00	\$0.00	\$18,299.00	\$0.00	0%	\$0.00	\$18,299.00
Subtotal	\$69,891.00	\$0.00	\$69,891.00	\$0.00	0%	\$0.00	\$69,891.00
2) Non Personal Services							
a) CONTRACTUAL	\$21,381.52	\$0.00	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52
b) TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$21,381.52	\$0.00	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52
Total	\$91,272.52	\$0.00	\$91,272.52	\$0.00	0%	\$0.00	\$91,272.52

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
JUSTIFICATION**

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ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET

SALARY									
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. "Crime Victim Advocate "	\$51,592.00	35.00	100.00	12.00	\$51,592.00	\$0.00	0%	\$0.00	\$51,592.00
Sub Total					\$51,592.00	\$0.00	0%	\$0.00	\$51,592.00
FRINGE									
TYPE/DESCRIPTION									
1. Benefit Package (FICA, Health Ins., Retirement, WIC and Disability)					\$18,299.00	\$0.00	0%	\$0.00	\$18,299.00
Sub Total					\$18,299.00	\$0.00	0%	\$0.00	\$18,299.00
Personal Services Total					\$69,891.00	\$0.00	0%	\$0.00	\$69,891.00

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET

PERSONAL SERVICES NARRATIVE – SALARY

"The County will make use of the OVS funds in order to hire one (1) dedicated Crime Victim Services Advocate, a civil service employee of Sullivan County, whose maximum pay grade is \$51,592.00 annually. Crime Victim Advocate will provide direct services to victims such as assistance with compensation claims, counseling and emotional support, crisis intervention and safety planning, safe house referral, law enforcement accompaniment and advocacy, accompaniment to forensic rape exams, forensic interviews, providing criminal justice notifications and criminal justice information, accompaniment to prosecutorial interviews, maintaining client case notes, records, performance measurement tool, and fiscal cost reports. The total annual salary cost for the positions is \$51,592.00 in Year 2. The position will work a standard work week of thirty-five (35) hours annually. TOTAL Year 2 Cost for Personal Services Salary = \$51,592.00 / Grant Funds "

PERSONAL SERVICES NARRATIVE - FRINGE

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. "Mental Health Provider for clients "	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52
Total	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52

CONTRACTUAL NARRATIVE

The County will make use of OVS funds to establish a connection with a mental health provider to assist in developing a referral process, provide monthly meetings with updates on client progress, and will look to identify additional funding to be able to contract therapeutic services for clients. OVS funds requested 21, 381.52 Annually for the purpose of a referral pathway and case updates. Monthly the hours expected for the referral process and monthly meeting are to be 1781.79 monthly for approximately 10-12 hours of time for staff accepting referrals and therapists working in coordination with victim services of Sullivan county. A contractual agreement will be provided at a later date when someone is hired for this position.

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – EQUIPMENT

EQUIPMENT TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. "None "	\$0.00	\$0.00	0%	\$0.00	\$0.00
Total	\$0.00	\$0.00	0%	\$0.00	\$0.00

EQUIPMENT NARRATIVE

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
SUMMARY**

PROJECT NAME: Victim Assistance 2021
 CONTRACTOR NAME: SULLIVAN COUNTY OF
 CONTRACT PERIOD NUMBER: 3
 CONTRACT PERIOD: From: 10/01/2024
 To: 09/30/2025

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1) Personal Services							
a) SALARY	\$0.00	\$8,498.16	\$8,498.16	\$0.00	0%	\$0.00	\$8,498.16
b) FRINGE	\$0.00	\$4,185.37	\$4,185.37	\$0.00	0%	\$0.00	\$4,185.37
Subtotal	\$0.00	\$12,683.53	\$12,683.53	\$0.00	0%	\$0.00	\$12,683.53
2) Non Personal Services							
a) CONTRACTUAL	\$0.00	\$64,475.00	\$64,475.00	\$0.00	0%	\$0.00	\$64,475.00
b) TRAVEL	\$0.00	\$14,113.99	\$14,113.99	\$0.00	0%	\$0.00	\$14,113.99
c) EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$0.00	\$78,588.99	\$78,588.99	\$0.00	0%	\$0.00	\$78,588.99
Total	\$0.00	\$91,272.52	\$91,272.52	\$0.00	0%	\$0.00	\$91,272.52

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
*JUSTIFICATION***

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**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET**

SALARY									
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Special Assistant	\$75,163.00	37.50	5.00	6.45	\$2,020.51	\$0.00	0%	\$0.00	\$2,020.51
2. Senior Budget Analyst	\$80,323.00	37.50	15.00	6.45	\$6,477.65	\$0.00	0%	\$0.00	\$6,477.65
Sub Total					\$8,498.16	\$0.00	0%	\$0.00	\$8,498.16
FRINGE									
TYPE/DESCRIPTION									
1. FICA (7.65%)					\$650.11	\$0.00	0%	\$0.00	\$650.11
2. Life, Health, Dental					\$1,996.40	\$0.00	0%	\$0.00	\$1,996.40
3. Retirement (13.80%)					\$1,172.75	\$0.00	0%	\$0.00	\$1,172.75
4. Worker's Compensation (2.19%)					\$186.11	\$0.00	0%	\$0.00	\$186.11
5. Disability/Paid Family Leave					\$180.00	\$0.00	0%	\$0.00	\$180.00
6.					\$0.00	\$0.00	0%	\$0.00	\$0.00
Sub Total					\$4,185.37	\$0.00	0%	\$0.00	\$4,185.37
Personal Services Total					\$12,683.53	\$0.00	0%	\$0.00	\$12,683.53

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET

PERSONAL SERVICES NARRATIVE – SALARY

The Special Assistant is responsible for OVS grant #OVS01-C11381GG-1080200 programmatic reporting - completing the PMT and for negotiating all budgets. It is a newly hired position and will act as the Grant Manager, verifying services are rendered in the form of Victim Advocacy from the subcontractor, communicating with OVS representatives and verify deadlines are met. This position will be in communication with the contracted vendor, auditing programmatic deliverables, and coordinating with both the vendor and the Office of Management and Budget to meet grant benchmarks.

The Senior Budget Analyst is responsible for OVS grant #OVS01-C11381GG-1080200 fiscal duties to include completing FCRs & BARs. It will be the financial administrator for the grant. In this position the staff member will be auditing submitted invoices and backup for submittal of reimbursement and submittal of financial reports. This OMB position will also review statistical information in support of grant reporting and train all subcontractors on specific County reporting requirements.

PERSONAL SERVICES NARRATIVE - FRINGE

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Fearless Hudson Valley, Inc.	\$64,475.00	\$0.00	0%	\$0.00	\$64,475.00
Total	\$64,475.00	\$0.00	0%	\$0.00	\$64,475.00

CONTRACTUAL NARRATIVE

The County of Sullivan has contracted with Fearless! after publishing RFP No. 24-46 and choose the local vendor who is able to provide wraparound services meeting the requirements for victim advocacy services in the form of the following: supportive counseling and crisis intervention in person and by phone, provide updates and information on the status of victims case, court accompaniment and advocacy (Criminal and Civil), Grand Jury accompaniment, safety planning, referral and linkage to other needed programs (shelters, emergency housing, counseling, etc...)access to all Fearless! programs and services, including 24 hour hotline, information and education about domestic violence, teen dating violence, human trafficking, sexual violence and assistance for children who witness abuse, information and education about the court processess, facilitation of the victim/witness wishes to the Assistant District Attorneys, assistance with filing compensation claim applications with NYS OVS, assistance with compiling, copying and distributing victim impact statements, access to translation services, support groups. Fearless! will ensure that crime victims are provided their rights, support, services and resouces needed. These services can include crisis intervention directed toward deescalating a situation, establishing physical and emotional safety, providing concrete/basic needs services, identifying emergency needs, and reinforcing the victim's ability to make choices regarding possible courses of action. Beyond offering emotional support, victim advocates provide information on victimization, crime prevention, legal rights and protections, the criminal justice process and referrals for services.

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – TRAVEL

TRAVEL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. OVS Travel Trainings	\$14,113.99	\$0.00	0%	\$0.00	\$14,113.99
Total	\$14,113.99	\$0.00	0%	\$0.00	\$14,113.99

TRAVEL NARRATIVE
Funds will be used for approved OVS trainings and travel.

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: Victim Assistance 2021
CONTRACTOR NAME: SULLIVAN COUNTY OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2022
To: 09/30/2023

"Problem Statement Sullivan County needs to continue its Victim Advocacy Program, which was piloted in the Sullivan County District Attorney's Office in 2020 to fill a crucial gap in services to the victims of crime in our community; there is a clear ongoing need for the continuation of these services, which are not offered elsewhere in the County. The criminal justice system can be overwhelming, intimidating, and confusing for anyone who does not work within it every day. As a victim, you will need to know what to expect and have support throughout the process. The Office of the Sullivan County District Attorney is responsible for every criminal prosecution in Sullivan County, New York. Approximately 1,687 of the cases handled by Sullivan County prosecutors between 2019 and today involved one or more identifiable victims. Without any other Crime Victim Advocate dedicated to the victims of crime in Sullivan County, our Victim Advocacy Program has been the primary source of support and assistance to victims of crime here since it was implemented in 2020. The Sullivan County District Attorney's Office is prepared to continue to coordinate victim services through the employ and supervision of our dedicated CVA who operates alongside our attorneys during business hours, and on call as certain emergent needs may require. Sullivan County initiated its Victim Advocacy project in 2020 and, for the past two years, we have had a dedicated Crime Victim Advocate (CVA) as a member of our staff. The CVA provides emotional support and safety planning to the victims of crime, and locates essential services to victims in times of crisis and thereafter. Having a specialized team member to explain the logistics of the Criminal Justice process to all victims in a trauma-informed, client-centered way is vital to the success of prosecutions and the rights and well-being of crime victims. This service is an asset and has assisted in the development and outcomes of cases within the Sullivan County Criminal Justice system. For example, our CVA has responded directly to the scenes of crimes, police stations, and other areas of the County, side-by-side with law enforcement and first responders, to provide immediate services to persons impacted by violent and/or traumatic events. This emotional support, provided by a person with specialized training and experience in this area, not only aids victims in coping with difficult circumstances; it also helps law enforcement build bridges with members of the community that are vital to public safety. The wrap-around services provided by our CVA, including, but not limited to, assistance with filling for compensation through the Office of Victim Services, support and accompaniment of victims to court, and preparation of impact statements for criminal sentencing, are all crucial aspects of full and fair case resolution. Without dedicated, professional victim advocacy, Sullivan County is at a distinct disadvantage. The Sullivan County Victim Advocacy Program ensures all Crime Victims are aware of their rights and the services available to them to help them navigate the Criminal Justice System. The provision of confidential services to victims in Sullivan County is essential in light of our violent crime rate, the nature of cases handled by the multi-disciplinary Sullivan County Family Violence Response Team/Child Advocacy Center, and the involvement, in nearly one quarter of all cases handled by the District Attorney's Office, of a victim of crime. In 2019, Sullivan County residents were subject to 1,018 index crimes, which are crimes involving murder, rape, robbery, aggravated assault, burglary, larceny and/or motor vehicle theft, representing a per capita index crime victimization rate of 1.36. According to statistics maintained by the New York State Office of Children and Family Services, in 2019, approximately 1134 children were subjects of reports of abuse and maltreatment in Sullivan County, 70 percent of which were determined to be founded; in 2020, that number was 948, 60 percent of which were determined to be founded. This represents a per capita child abuse and maltreatment rate of 14.9 per thousand in 2019 and 12.6 in 2020, approximately double the rates of neighboring Orange and Ulster Counties, according to statistics maintained by the New York State Central Register and available from the Office of Children and Family Services Data Warehouse. The most serious among these reports are investigated by the multi-disciplinary Sullivan County Family Violence Response Team/Child Advocacy Center, comprised of Department of Social Services caseworkers,

New York State Police Bureau of Criminal Investigations Investigators, prosecutors, our CVA and contracted doctors and therapists. The team adopts, annually, more than two hundred cases referred for investigation as a result of abuse and/or maltreatment reports. These investigations require team members to contact victims, offenders and witnesses and make sensitive and critical determinations as to the best interests of vulnerable children. Yearly, police members of the team make dozens of arrests, and those criminal prosecutions are handled by the Sullivan County District Attorney's Office. Members of Team from the Department of Family Services also file dozens of abuse and/or neglect petitions, heard before the Sullivan County Family Court. Victims of these crimes and petitions, like those in the thousands of other criminal cases involving victims of crime in Sullivan County annually, did not, until 2020, have available to them a dedicated crime victim advocate. The need for confidential and coordinated victim advocacy in Sullivan County, both with respect to offenses against children by those entrusted to care for them, as well as with respect to violent and property crimes committed against other victims, prosecuted by Assistant District Attorneys assigned to handle matters arising out of the Sullivan County justice courts, cannot be understated. Our CVA has been able to coordinate and inform victims of crime with respect to all manner of criminal cases arising in Sullivan County since 2020; the need to continue this program is urgent and ongoing. Illustrative of the urgent need for continuance of the dedicated CVA position in Sullivan County is the experience of one particular survivor of Human Trafficking. As an undocumented immigrant, this person was facing significant hardship during the COVID-19 epidemic. She was offered an opportunity to come to New York, from California, to work as a cleaning person. When she arrived in New York State, her traffickers took her phone and her personal effects from her, and transported her to a remote part of the County to work on what turned out to be a marijuana grow farm. She worked 18 hours per day, ate once a day, slept on the floor of an abandoned property and had no ability to freely communicate with her family or leave the premises. She was threatened with physical violence and, as a result and consistent with the experiences of other victims of Human Trafficking who are much less likely than the population at large to report crimes against them, did not attempt to leave or seek help. She was located during the execution of a criminal search warrant on the property and identified as a victim and survivor of Human Trafficking; our CVA made direct contact with her that day and supported her throughout the proceedings that followed. She was reunited with her family in California and freed from the dangerous situation created by her captors. Sullivan County has very limited resources for survivors. At the time this victim was discovered, no safe home had space to house or otherwise assist her. Sullivan County's CVA transported her to a hotel in nearby Orange County, funded by forfeiture assets of the District Attorney, and assisted her in obtaining food and clothing, utilizing the same funds. Our CVA filed paperwork for the client to receive necessary emergency surgery at no cost to the client and transported her to all appointments for medical care until she could be safely returned to her family across the country. Many CVA clients like this in Sullivan County face tremendous hardship, which are worsened by the stark lack of resources within this community and surrounding communities. A victim of crime cannot participate in the Criminal Justice process when he or she lacks the most essential resources for survival, and lacks the support of a person like our CVA. The need in Sullivan County for the professional services of individuals trained to support victims of crime, to offer information, emotional support, help finding resources and filling out paperwork, and to offer accompaniment, where appropriate, to court proceedings, and in contacting criminal justice and/or social services organizations, cannot be understated. Having prosecutors serve in a dual role as legal advocate for the People of the State of New York and personal advocate for individual crime victims, while previously necessary due to the lack of a victim advocacy program in Sullivan County, is fraught with potential for unintended consequences. For example, a prosecutor's responsibility to comply with laws requiring the disclosure of the contents of communications received from a victim could overlap with a victim's well-deserved right to privacy and confidentiality. Moreover, prosecutors are not trained by the New York State Office of Victim Services to respond to the various physical, emotional and psychological needs of victims, while professional victim advocates specialize in doing just that. Victim advocacy programs administered through District Attorney's Offices assist victims in ways including navigating the criminal justice system, understanding their rights and referring victims to services in their communities that offer them further support; for example, each of the District Attorneys representing the counties of the State of Oregon has, on staff, trained victim advocates. Proposed Services and Implementation Evaluation Our proposed three-year work plan is designed to address the needs of victims of crime in Sullivan County by continuing and enhancing the services we provide. We propose to continue offering services to crime victims, including services for victims of violent crime, domestic violence, sexual assault, and other crimes, including the following: Arson Assault; Bullying (verbal, cyber, or physical) Burglary; Child Physical Abuse or Neglect; Child Pornography, Dissemination of Indecent Material to Minors, and Luring; Child Sexual Abuse or Assault Domestic or family Violence; Dating Violence Vehicular Manslaughter; Elder Abuse; Hate Crimes Kidnapping Homicide; Robbery; Human Trafficking; and Stalking and Harassment. We further propose to enhance the services we offer by procuring the services of a translator, with

experience in criminal justice and/or victim advocacy, for the purpose of expanding our ability to reach victims of crime in Sullivan County. Records maintained by our CVA reveal that roughly 14% of the individuals served by our CVA in 2021 identified as Hispanic. Sullivan County has a significant undocumented population, employed by various farms, factories and seasonal residence locations. These persons are often reluctant to cooperate with investigations, even when they have been victimized, out of fear of deportation and other negative consequences they believe to be attendant to interaction with governmental authority. For example, in connection with the current prosecution of a man for vehicular manslaughter, where it is alleged that he intentionally consumed narcotic drugs to the point that he overdosed while driving, resulting in crossing a double-yellow line and colliding head-on into a van carrying three undocumented individuals, killing one of them. While this prosecution is ongoing, it is clear that the victims of this crime, and their relatives are hesitant to interact with prosecutors and police, for fear of complete disruption of the lives they live in our community. Our CVA, together with a translator, can ease many of those concerns and provide better criminal justice outcomes for these victims of crime. Services and Activities to be undertaken with Grant Funding: The grant funding requested will be used to fund the continuation of the Sullivan County Crime Victim Advocacy Program. Our CVA is employed by the Sullivan County District Attorney and works under the direct supervision of the District Attorney. The CVA provides services directly to the victims of crimes investigated and/or prosecuted by members of the Sullivan County District Attorney's Office and identified as victims by law enforcement officers and officials in Sullivan County. This advocate will continue to be located within the Office of the District Attorney and will be a primary contact for victims of all crime, including as a primary crime victim advocate for victims of sex crimes and child victims of crime, including children identified as victims by members of the Sullivan County Family Violence Response Team/Child Advocacy Center. Our CVA will continue provide services to clients at the Team/Center offsite location and will participate in the administration of the Sullivan County Victim Advocacy Program at the Office of the District Attorney. Our CVA will continue to be responsible for oversight of community outreach, maintenance of records of victim contacts and statistics, and fulfillment of grant reporting requirements, and will further recruit, screen, train, oversee and coordinate the activities of volunteers, whose primary focus will be on direct contact with victims of crime. Our CVA will be responsible for the following: Coordinate the Sullivan County Victim Advocacy Program; Explain the Criminal Justice process and update crime victims, and/or family members to encourage participation in the criminal justice process; Provide information on the status of criminal cases to enquiring victims, the dates and outcomes of court appearances, adjournments or cancellations; Provide information on the criminal justice process to victims of crime; Connect Crime victims to counseling, and trauma informed treatment providers; Providing information and assistance to crime victims in applying for restitution, prepare legal statements, and file OVS compensation claims where appropriate; Provide emotional support for the victims of crime arrange meetings with District Attorney's Office; Arrange transportation, and interpreter services when appropriate; Recruit, screen, train, supervise and volunteers; Conducting field work, including home visits, attendance at court; Develop and maintain relationships with law enforcement agencies and the Probation Department; Coordinate school visits and develop and maintain community contacts for crime victims; Compliance with mandates and regulations developed and monitored by the New York State Crime Victims Board; Present program mission, educate on types of violent crime, offer services to public and private agencies; Maintain records, prepare and submit statistical and financial reports relating to the Victim Advocacy Program; Participate in staff development programs, in-service training, conferences, workshops and staff meetings; and Monitor and keep records of grant activity pursuant to the Crime Victim Advocacy Program. These services will continue to fill the gap in services available to crime victims, and create a bridge for crime victims between the problems, fears and confusion they face and the services available to them to address those needs and concerns. Resources for the implementation of this crime victim advocacy project will be provided by the Office of the Sullivan County District Attorney and shall include the provision of office space, both at the District Attorney's Office and offices of the Sullivan County Family Violence Response Team/Child Advocacy Center, as well as attendant technological and transportation resources, including the provision of a vehicle for home visits, court attendance and community outreach efforts. With respect to individuals whose preferred language of communication is Spanish, our program will expand with this funding to include dedicated timeframes during which victims can meet with our CVA in a friendly environment with the benefit of a Spanish-speaking interpreter to assist in communicating with the CVA and others relevant to the criminal justice process. Program Evaluation will be implemented for the purpose of the future of this project. Each client will receive information explaining the services offered at the Sullivan County Victim Advocacy project and will receive a form to send in for future evaluation of the program and services offered. This evaluation form will be provided again at final court hearings, sentencing, or sent by mail. Primary program objectives are to include the connection to mental health resources, the connection to additional Victim Services agencies, and connection of services to support healing, independence, critical service

needs, and identify resource areas that need development within the Community. **Organizational Capacity** The Sullivan County Victim Services program is a core part of the District Attorneys office, its purpose is to offer to victims and survivor's resources, emotional and logistical support; our CVA further files compensation applications and assists crime victims throughout the criminal justice process. While the Program is new, it is staffed by a CVA well-versed in all aspects of the challenges experienced by survivors and very familiar with resources in our community and neighboring counties. Our Crime Victim Advocate managed the Safe Harbor Program and Human Trafficking Task Force for Schuyler and Chemung Counties prior to her relocation here to manage our Sullivan County Victim Advocacy Program. She has connected with various community leaders and developed positive relationships with those in our community best situated to direct victims of crime toward her, expanding her outreach and effectiveness in a large way over just two years. The program has also expanded to include a child friendly office space designed to offer a calming, comfortable, private environment for all victims of crime. The Victim Advocacy Program undertook case management with respect to 47 victims of crime in its first year of operation with our CVA, increasing to 72 in its second year of operation, and are projected to increase even more in the coming years, with a target of 100 in 2022. Approximately half of the victims services by our CVA each year are children who, in the majority of these cases, were victims of domestic and sexual violence. The next most significant population served by our CVA has been adult survivors of homicide, including survivors of crimes including murder, manslaughter and/or leaving the scene of a personal injury accident resulting in death. Our CVA has connected with Calm Seas Psychotherapy to offer psychological support to all clients affected by trauma, as well as alternative therapies, including hiking, yoga, and outdoor recreation unique to the Catskills, to support clients during their healing process. Our CVA offers accompaniment to forensic interviews, meetings with prosecutors, court appearances, notification of criminal justice events and explanation of the criminal justice process to victims as well. Our CVA provides essential safety planning to all crime victims, particularly in connection with the realities of bail reform legislation in connection with which safety planning and Order of Protection awareness has been a vital tool for survivors. Clients may develop a verbal or written safety plan addressing risks, safeguards to those risks, and emergency contacts and locations for seeking immediate help. These plans are developed and contoured to meet the needs of each individual client. The Sullivan County Victim Advocacy Program utilizes its relationship with Fearless, and conducts an analysis for connection with that program for each client during the safety planning process. Our CVA, in connection with Fearless and beyond, offers support and resources for clients relating to family orders of protection, a safe house, and attorneys for family court matters or assistance with separation. This relationship has been important in ensuring all of our clients' needs are met, as Sullivan County is a community with a scarcity of resources and significant barriers that often prevent crime victims from escaping abusive situations. Housing is incredibly limited within this community. The Sullivan County Victim Advocacy Program's relationship, through our CVA, with Fearless and Calm Seas, through coordinated efforts, offers wrap-around services to crime victims that have never before been made available to them here. The continuation and enhancement of our Program with additional resources, like a translator, promotes community wellness, public safety and our overall quality of life.

Project Budget The following narrative is provided in support of the projected budget of the Sullivan County Victim Advocacy Program, further demonstrating that our County is committed to seeing our Work Plan through. The 25% match requirement of the anticipated award amount will be provided in the form of office space, use of volunteers and a County cash match contribution as necessary. The following provides a breakdown of these costs.

Personnel Costs: The County will make use of OVS funds to employ one dedicated Sullivan County Crime Victim Advocate, a civil service employee of Sullivan County, whose maximum pay grade is \$51,592.00 annually, with a benefits package of approximately \$18,299.00. **TOTAL annualized amount to be utilized with OVS funding:** \$69,891.00.

Contractual Services: The County will utilize OVS funds to establish a relationship with a mental health services provider to establish a standardized referral pathway for clients to obtain care, and for monthly meetings with respect to client progress, to ensure clients are provided with appropriate wrap-around services and that resources are available from local community partners. **TOTAL annualized amount to be utilized with OVS funding:** \$21,381.52

A tremendous barrier to services is having regular and consistent access to a Spanish-speaking interpreter. The Victim Advocacy Program, with this funding, will provide an interpreter with a cellphone and arrange for the interpreter to be available at regular intervals, as needed, to contact and update clients. The interpreter will be paid per hour with utilization of Match funds and out of the County Budget in the event there are additional hours. **TOTAL annualized amount to be utilized with Match funding:** \$3,000.00.

Match Funding: Our funding request (the anticipated award) is for the above-listed personnel and contractual services, which are essential to the survival of the Victim Advocacy Program. We understand that we are subject to a 25% match requirement, which we proposed to meet in the following ways:

- o Office Space and Operating Expenses: Sullivan County will provide office spaces and supplies for the Sullivan County Victim Advocacy Program, including 140 square feet of dedicated space at the

Sullivan County District Attorney's Office at a cost of \$10.10 per square foot and 64 square feet at the Department of Social Services at a cost of \$25.08 per square foot, as well as paper, ink, envelopes, and other essential items for program implementation and maintenance. TOTAL annualized match amount for Operating Expenses: \$1,774.63. TOTAL annualized match amount for Office Space: \$3,019.12. o Travel/Mileage Costs: Sullivan County will utilize this funding to cover CVA travel costs, constituting an in-kind match contribution. We estimate, based upon the past two years of travel as well as the layout and composition of our County, an estimated annual mileage amount of 862 miles. Travel costs include transporting crime victims to court appearances, traveling to police stations and/or crime scenes in emergent situations and/or to advocate together with or for crime victims in community-based settings. We estimate cost based upon the January 1, 2019, Standard IRS Mileage Rate of 58 cents per mile. TOTAL annualized match amount for CVA travel: \$500. o Volunteer Use: The use of volunteers (as required under our Program design) will be used toward our 25% match requirement for this grant application. Volunteers will work approximately four months annually for a total of 500 hours spent on the Sullivan County Victim Advocacy Program. The present National Volunteer Rate of \$29.95 per hour is used herein to calculate match value/cost. It is anticipated that one volunteer will work on the Program, which will have a standard work weeks of 30 hours during summer months. TOTAL annualized match amount for volunteer hours is 14, 524.38 Therefore, the anticipated Victim Advocacy Program costs are split as follows: Year Application Request Match Amount Total Yearly Cost 1 \$91,272.52 \$22,818.13 \$114,090.65 2 \$91,272.52 \$22,818.13 \$114,090.65 3 \$91,272.52 \$22,818.13 \$114,090.65 Total Overall Three-Year Project Budget Costs Inclusive Of Match: \$342,271.95 "

**ATTACHMENT C – WORK PLAN
DETAIL**

Objective
1 Assistance with a victim compensation application -
Task
1.1 Providing assistance in completing a victim compensation application - Your program will provide assistance in completing victim compensation applications when applicable
Performance Measures
1.1.1 "Will you be providing compensation application assistance to victims? " -

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: Victim Assistance 2021
CONTRACTOR NAME: SULLIVAN COUNTY OF
CONTRACT PERIOD NUMBER: 2
CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2024

"Problem Statement Sullivan County needs to continue its Victim Advocacy Program, which was piloted in the Sullivan County District Attorney's Office in 2020 to fill a crucial gap in services to the victims of crime in our community; there is a clear ongoing need for the continuation of these services, which are not offered elsewhere in the County. The criminal justice system can be overwhelming, intimidating, and confusing for anyone who does not work within it every day. As a victim, you will need to know what to expect and have support throughout the process. The Office of the Sullivan County District Attorney is responsible for every criminal prosecution in Sullivan County, New York. Approximately 1,687 of the cases handled by Sullivan County prosecutors between 2019 and today involved one or more identifiable victims. Without any other Crime Victim Advocate dedicated to the victims of crime in Sullivan County, our Victim Advocacy Program has been the primary source of support and assistance to victims of crime here since it was implemented in 2020. The Sullivan County District Attorney's Office is prepared to continue to coordinate victim services through the employ and supervision of our dedicated CVA who operates alongside our attorneys during business hours, and on call as certain emergent needs may require. Sullivan County initiated its Victim Advocacy project in 2020 and, for the past two years, we have had a dedicated Crime Victim Advocate (CVA) as a member of our staff. The CVA provides emotional support and safety planning to the victims of crime, and locates essential services to victims in times of crisis and thereafter. Having a specialized team member to explain the logistics of the Criminal Justice process to all victims in a trauma-informed, client-centered way is vital to the success of prosecutions and the rights and well-being of crime victims. This service is an asset and has assisted in the development and outcomes of cases within the Sullivan County Criminal Justice system. For example, our CVA has responded directly to the scenes of crimes, police stations, and other areas of the County, side-by-side with law enforcement and first responders, to provide immediate services to persons impacted by violent and/or traumatic events. This emotional support, provided by a person with specialized training and experience in this area, not only aids victims in coping with difficult circumstances; it also helps law enforcement build bridges with members of the community that are vital to public safety. The wrap-around services provided by our CVA, including, but not limited to, assistance with filing for compensation through the Office of Victim Services, support and accompaniment of victims to court, and preparation of impact statements for criminal sentencing, are all crucial aspects of full and fair case resolution. Without dedicated, professional victim advocacy, Sullivan County is at a distinct disadvantage. The Sullivan County Victim Advocacy Program ensures all Crime Victims are aware of their rights and the services available to them to help them navigate the Criminal Justice System. The provision of confidential services to victims in Sullivan County is essential in light of our violent crime rate, the nature of cases handled by the multi-disciplinary Sullivan County Family Violence Response Team/Child Advocacy Center, and the involvement, in nearly one quarter of all cases handled by the District Attorney's Office, of a victim of crime. In 2019, Sullivan County residents were subject to 1,018 index crimes, which are crimes involving murder, rape, robbery, aggravated assault, burglary, larceny and/or motor vehicle theft, representing a per capita index crime victimization rate of 1.36. According to statistics maintained by the New York State Office of Children and Family Services, in 2019, approximately 1134 children were subjects of reports of abuse and maltreatment in Sullivan County, 70 percent of which were determined to be founded; in 2020, that number was 948, 60 percent of which were determined to be founded. This represents a per capita child abuse and maltreatment rate of 14.9 per thousand in 2019 and 12.6 in 2020, approximately double the rates of neighboring Orange and Ulster Counties, according to statistics maintained by the New York State Central Register and available from the Office of Children and Family Services Data Warehouse. The most serious among these reports are investigated by the multi-disciplinary Sullivan County

Family Violence Response Team/Child Advocacy Center, comprised of Department of Social Services caseworkers, New York State Police Bureau of Criminal Investigations Investigators, prosecutors, our CVA and contracted doctors and therapists. The team adopts, annually, more than two hundred cases referred for investigation as a result of abuse and/or maltreatment reports. These investigations require team members to contact victims, offenders and witnesses and make sensitive and critical determinations as to the best interests of vulnerable children. Yearly, police members of the team make dozens of arrests, and those criminal prosecutions are handled by the Sullivan County District Attorney's Office. Members of Team from the Department of Family Services also file dozens of abuse and/or neglect petitions, heard before the Sullivan County Family Court. Victims of these crimes and petitions, like those in the thousands of other criminal cases involving victims of crime in Sullivan County annually, did not, until 2020, have available to them a dedicated crime victim advocate. The need for confidential and coordinated victim advocacy in Sullivan County, both with respect to offenses against children by those entrusted to care for them, as well as with respect to violent and property crimes committed against other victims, prosecuted by Assistant District Attorneys assigned to handle matters arising out of the Sullivan County justice courts, cannot be understated. Our CVA has been able to coordinate and inform victims of crime with respect to all manner of criminal cases arising in Sullivan County since 2020; the need to continue this program is urgent and ongoing. Illustrative of the urgent need for continuance of the dedicated CVA position in Sullivan County is the experience of one particular survivor of Human Trafficking. As an undocumented immigrant, this person was facing significant hardship during the COVID-19 epidemic. She was offered an opportunity to come to New York, from California, to work as a cleaning person. When she arrived in New York State, her traffickers took her phone and her personal effects from her, and transported her to a remote part of the County to work on what turned out to be a marijuana grow farm. She worked 18 hours per day, ate once a day, slept on the floor of an abandoned property and had no ability to freely communicate with her family or leave the premises. She was threatened with physical violence and, as a result and consistent with the experiences of other victims of Human Trafficking who are much less likely than the population at large to report crimes against them, did not attempt to leave or seek help. She was located during the execution of a criminal search warrant on the property and identified as a victim and survivor of Human Trafficking; our CVA made direct contact with her that day and supported her throughout the proceedings that followed. She was reunited with her family in California and freed from the dangerous situation created by her captors. Sullivan County has very limited resources for survivors. At the time this victim was discovered, no safe home had space to house or otherwise assist her. Sullivan County's CVA transported her to a hotel in nearby Orange County, funded by forfeiture assets of the District Attorney, and assisted her in obtaining food and clothing, utilizing the same funds. Our CVA filed paperwork for the client to receive necessary emergency surgery at no cost to the client and transported her to all appointments for medical care until she could be safely returned to her family across the country. Many CVA clients like this in Sullivan County face tremendous hardship, which are worsened by the stark lack of resources within this community and surrounding communities. A victim of crime cannot participate in the Criminal Justice process when he or she lacks the most essential resources for survival, and lacks the support of a person like our CVA. The need in Sullivan County for the professional services of individuals trained to support victims of crime, to offer information, emotional support, help finding resources and filling out paperwork, and to offer accompaniment, where appropriate, to court proceedings, and in contacting criminal justice and/or social services organizations, cannot be understated. Having prosecutors serve in a dual role as legal advocate for the People of the State of New York and personal advocate for individual crime victims, while previously necessary due to the lack of a victim advocacy program in Sullivan County, is fraught with potential for unintended consequences. For example, a prosecutor's responsibility to comply with laws requiring the disclosure of the contents of communications received from a victim could overlap with a victim's well-deserved right to privacy and confidentiality. Moreover, prosecutors are not trained by the New York State Office of Victim Services to respond to the various physical, emotional and psychological needs of victims, while professional victim advocates specialize in doing just that. Victim advocacy programs administered through District Attorney's Offices assist victims in ways including navigating the criminal justice system, understanding their rights and referring victims to services in their communities that offer them further support; for example, each of the District Attorneys representing the counties of the State of Oregon has, on staff, trained victim advocates. Proposed Services and Implementation Evaluation Our proposed three-year work plan is designed to address the needs of victims of crime in Sullivan County by continuing and enhancing the services we provide. We propose to continue offering services to crime victims, including services for victims of violent crime, domestic violence, sexual assault, and other crimes, including the following: Arson Assault; Bullying (verbal, cyber, or physical) Burglary; Child Physical Abuse or Neglect; Child Pornography, Dissemination of Indecent Material to Minors, and Luring; Child Sexual Abuse or Assault Domestic or family Violence; Dating Violence Vehicular Manslaughter; Elder Abuse; Hate Crimes Kidnapping Homicide; Robbery; Human Trafficking; and Stalking

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Our CVA is employed by the Sullivan County District Attorney and works under the direct supervision of the District Attorney. The CVA provides services directly to the victims of crimes investigated and/or prosecuted by members of the Sullivan County District Attorney's Office and identified as victims by law enforcement officers and officials in Sullivan County. This advocate will continue to be located within the Office of the District Attorney and will be a primary contact for victims of all crime, including as a primary crime victim advocate for victims of sex crimes and child victims of crime, including children identified as victims by members of the Sullivan County Family Violence Response Team/Child Advocacy Center. Our CVA will continue provide services to clients at the Team/Center offsite location and will participate in the administration of the Sullivan County Victim Advocacy Program at the Office of the District Attorney. Our CVA will continue to be responsible for oversight of community outreach, maintenance of records of victim contacts and statistics, and fulfillment of grant reporting requirements, and will further recruit, screen, train, oversee and coordinate the activities of volunteers, whose primary focus will be on direct contact with victims of crime. Our CVA will be responsible for the following: Coordinate the Sullivan County Victim Advocacy Program; Explain the Criminal Justice process and update crime victims, and/or family members to encourage participation in the criminal justice process; Provide information on the status of criminal cases to enquiring victims, the dates and outcomes of court appearances, adjournments or cancellations; Provide information on the criminal justice process to victims of crime; Connect Crime victims to counseling, and trauma informed treatment providers; Providing information and assistance to crime victims in applying for restitution, prepare legal statements, and file OVS compensation claims where appropriate; Provide emotional support for the victims of crime arrange meetings with District Attorney's Office; Arrange transportation, and interpreter services when appropriate; Recruit, screen, train, supervise and volunteers; Conducting field work, including home visits, attendance at court; Develop and maintain relationships with law enforcement agencies and the Probation Department; Coordinate school visits and develop and maintain community contacts for crime victims; Compliance with mandates and regulations developed and monitored by the New York State Crime Victims Board; Present program mission, educate on types of violent crime, offer services to public and private agencies; Maintain records, prepare and submit statistical and financial reports relating to the Victim Advocacy Program; Participate in staff development programs, in-service training, conferences, workshops and staff meetings; and Monitor and keep records of grant activity pursuant to the Crime Victim Advocacy Program. These services will continue to fill the gap in services available to crime victims, and create a bridge for crime victims between the problems, fears and confusion they face and the services available to them to address those needs and concerns. Resources for the implementation of this crime victim advocacy project will be provided by the Office of the Sullivan County District Attorney and shall include the provision of office space, both at the District Attorney's Office and offices of the Sullivan County Family Violence Response Team/Child Advocacy Center, as well as attendant technological and transportation resources, including the provision of a vehicle for home visits, court attendance and community outreach efforts. With respect to individuals whose preferred language of communication is Spanish, our program will expand with this funding to include dedicated timeframes during which victims can meet with our CVA in a friendly environment with the benefit of a Spanish-speaking interpreter to assist in communicating with the CVA and others relevant to the criminal justice process. Program Evaluation will be implemented for the purpose of the future of this project. Each client will receive information explaining the services offered at the Sullivan County Victim Advocacy project and will receive a form to send in for future evaluation of the program and services offered. This evaluation form will be provided again at final court hearings, sentencing, or sent by mail. Primary program objectives are to include the connection to mental health resources, the connection to

additional Victim Services agencies, and connection of services to support healing, independence, critical service needs, and identify resource areas that need development within the Community. Organizational Capacity The Sullivan County Victim Services program is a core part of the District Attorneys office, its purpose is to offer to victims and survivor's resources, emotional and logistical support; our CVA further files compensation applications and assists crime victims throughout the criminal justice process. While the Program is new, it is staffed by a CVA well-versed in all aspects of the challenges experienced by survivors and very familiar with resources in our community and neighboring counties. Our Crime Victim Advocate managed the Safe Harbor Program and Human Trafficking Task Force for Schuyler and Chemung Counties prior to her relocation here to manage our Sullivan County Victim Advocacy Program. She has connected with various community leaders and developed positive relationships with those in our community best situated to direct victims of crime toward her, expanding her outreach and effectiveness in a large way over just two years The program has also expanded to include a child friendly office space designed to offer a calming, comfortable, private environment for all victims of crime. The Victim Advocacy Program undertook case management with respect to 47 victims of crime in its first year of operation with our CVA, increasing to 72 in its second year of operation, and are projected to increase even more in the coming years, with a target of 100 in 2022. Approximately half of the victims services by our CVA each year are children who, in the majority of these cases, were victims of domestic and sexual violence. The next most significant population served by our CVA has been adult survivors of homicide, including survivors of crimes including murder, manslaughter and/or leaving the scene of a personal injury accident resulting in death. Our CVA has connected with Calm Seas Psychotherapy to offer psychological support to all clients affected by trauma, as well as alternative therapies, including hiking, yoga, and outdoor recreation unique to the Catskills, to support clients during their healing process. Our CVA offers accompaniment to forensic interviews, meetings with prosecutors, court appearances, notification of criminal justice events and explanation of the criminal justice process to victims as well. Our CVA provides essential safety planning to all crime victims, particularly in connection with the realities of bail reform legislation in connection with which safety planning and Order of Protection awareness has been a vital tool for survivors. Clients may develop a verbal or written safety plan addressing risks, safeguards to those risks, and emergency contacts and locations for seeking immediate help. These plans are developed and contoured to meet the needs of each individual client. The Sullivan County Victim Advocacy Program utilizes its relationship with Fearless, and conducts an analysis for connection with that program for each client during the safety planning process. Our CVA, in connection with Fearless and beyond, offers support and resources for clients relating to family orders of protection, a safe house, and attorneys for family court matters or assistance with separation. This relationship has been important in ensuring all of our clients needs are met, as Sullivan County is a community with a scarcity of resources and significant barriers that often prevent crime victims from escaping abusive situations. Housing is incredibly limited within this community. The Sullivan County Victim Advocacy Program s relationship, through our CVA, with Fearless and Calm Seas, through coordinated efforts, offers wrap-around services to crime victims that have never before been made available to them here. The continuation and enhancement of our Program with additional resources, like a translator, promotes community wellness, public safety and our overall quality of life. Project Budget The following narrative is provided in support of the projected budget of the Sullivan County Victim Advocacy Program, further demonstrating that our County is committed to seeing our Work Plan through. The 25% match requirement of the anticipated award amount will be provided in the form of office space, use of volunteers and a County cash match contribution as necessary. The following provides a breakdown of these costs. Personnel Costs: The County will make use of OVS funds to employ one dedicated Sullivan County Crime Victim Advocate, a civil service employee of Sullivan County, whose maximum pay grade is \$51,592.00 annually, with a benefits package of approximately \$18,299.00. TOTAL annualized amount to be utilized with OVS funding: \$69,891.00. Contractual Services: The County will utilize OVS funds to establish a relationship with a mental health services provider to establish a standardized referral pathway for clients to obtain care, and for monthly meetings with respect to client progress, to ensure clients are provided with appropriate wrap-around services and that resources are available from local community partners. TOTAL annualized amount to be utilized with OVS funding: \$21,381.52 A tremendous barrier to services is having regular and consistent access to a Spanish-speaking interpreter. The Victim Advocacy Program, with this funding, will provide an interpreter with a cellphone and arrange for the interpreter to be available at regular intervals, as needed, to contact and update clients. The interpreter will be paid per hour with utilization of Match funds and out of the County Budget in the event there are additional hours. TOTAL annualized amount to be utilized with Match funding: \$3,000.00. Match Funding: Our funding request (the anticipated award) is for the above-listed personnel and contractual services, which are essential to the survival of the Victim Advocacy Program. We understand that we are subject to a 25% match requirement, which we proposed to meet in the following ways: o Office Space and Operating Expenses: Sullivan County will provide office spaces

and supplies for the Sullivan County Victim Advocacy Program, including 140 square feet of dedicated space at the Sullivan County District Attorney's Office at a cost of \$10.10 per square foot and 64 square feet at the Department of Social Services at a cost of \$25.08 per square foot, as well as paper, ink, envelopes, and other essential items for program implementation and maintenance. TOTAL annualized match amount for Operating Expenses: \$1,774.63. TOTAL annualized match amount for Office Space: \$3,019.12. o Travel/Mileage Costs: Sullivan County will utilize this funding to cover CVA travel costs, constituting an in-kind match contribution. We estimate, based upon the past two years of travel as well as the layout and composition of our County, an estimated annual mileage amount of 862 miles. Travel costs include transporting crime victims to court appearances, traveling to police stations and/or crime scenes in emergent situations and/or to advocate together with or for crime victims in community-based settings. We estimate cost based upon the January 1, 2019, Standard IRS Mileage Rate of 58 cents per mile. TOTAL annualized match amount for CVA travel: \$500. o Volunteer Use: The use of volunteers (as required under our Program design) will be used toward our 25% match requirement for this grant application. Volunteers will work approximately four months annually for a total of 500 hours spent on the Sullivan County Victim Advocacy Program. The present National Volunteer Rate of \$29.95 per hour is used herein to calculate match value/cost. It is anticipated that one volunteer will work on the Program, which will have a standard work weeks of 30 hours during summer months. TOTAL annualized match amount for volunteer hours is 14,524.38. Therefore, the anticipated Victim Advocacy Program costs are split as follows:

Year	Application Request Match Amount	Total Yearly Cost
1	\$91,272.52	\$22,818.13
2	\$91,272.52	\$22,818.13
3	\$91,272.52	\$22,818.13
Total Overall	\$342,271.95	\$342,271.95

**ATTACHMENT C – WORK PLAN
DETAIL**

Objective
1 Assistance with a victim compensation application -
Task
1.1 Providing assistance in completing a victim compensation application - Your program will provide assistance in completing victim compensation applications when applicable
Performance Measures
1.1.1 "Will you be providing compensation application assistance to victims? " -

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: Victim Assistance 2021
CONTRACTOR NAME: SULLIVAN COUNTY OF
CONTRACT PERIOD NUMBER: 3
CONTRACT PERIOD: From: 10/01/2024
To: 09/30/2025

"Problem Statement Sullivan County needs to continue its Victim Advocacy Program, which was piloted in the Sullivan County District Attorney's Office in 2020 to fill a crucial gap in services to the victims of crime in our community; there is a clear ongoing need for the continuation of these services, which are not offered elsewhere in the County. The criminal justice system can be overwhelming, intimidating, and confusing for anyone who does not work within it every day. As a victim, you will need to know what to expect and have support throughout the process. The Office of the Sullivan County District Attorney is responsible for every criminal prosecution in Sullivan County, New York. Approximately 1,687 of the cases handled by Sullivan County prosecutors between 2019 and today involved one or more identifiable victims. Without any other Crime Victim Advocate dedicated to the victims of crime in Sullivan County, our Victim Advocacy Program has been the primary source of support and assistance to victims of crime here since it was implemented in 2020. The Sullivan County District Attorney's Office is prepared to continue to coordinate victim services through the employ and supervision of our dedicated CVA who operates alongside our attorneys during business hours, and on call as certain emergent needs may require. Sullivan County initiated its Victim Advocacy project in 2020 and, for the past two years, we have had a dedicated Crime Victim Advocate (CVA) as a member of our staff. The CVA provides emotional support and safety planning to the victims of crime, and locates essential services to victims in times of crisis and thereafter. Having a specialized team member to explain the logistics of the Criminal Justice process to all victims in a trauma-informed, client-centered way is vital to the success of prosecutions and the rights and well-being of crime victims. This service is an asset and has assisted in the development and outcomes of cases within the Sullivan County Criminal Justice system. For example, our CVA has responded directly to the scenes of crimes, police stations, and other areas of the County, side-by-side with law enforcement and first responders, to provide immediate services to persons impacted by violent and/or traumatic events. This emotional support, provided by a person with specialized training and experience in this area, not only aids victims in coping with difficult circumstances; it also helps law enforcement build bridges with members of the community that are vital to public safety. The wrap-around services provided by our CVA, including, but not limited to, assistance with filing for compensation through the Office of Victim Services, support and accompaniment of victims to court, and preparation of impact statements for criminal sentencing, are all crucial aspects of full and fair case resolution. Without dedicated, professional victim advocacy, Sullivan County is at a distinct disadvantage. The Sullivan County Victim Advocacy Program ensures all Crime Victims are aware of their rights and the services available to them to help them navigate the Criminal Justice System. The provision of confidential services to victims in Sullivan County is essential in light of our violent crime rate, the nature of cases handled by the multi-disciplinary Sullivan County Family Violence Response Team/Child Advocacy Center, and the involvement, in nearly one quarter of all cases handled by the District Attorney's Office, of a victim of crime. In 2019, Sullivan County residents were subject to 1,018 index crimes, which are crimes involving murder, rape, robbery, aggravated assault, burglary, larceny and/or motor vehicle theft, representing a per capita index crime victimization rate of 1.36. According to statistics maintained by the New York State Office of Children and Family Services, in 2019, approximately 1134 children were subjects of reports of abuse and maltreatment in Sullivan County, 70 percent of which were determined to be founded; in 2020, that number was 948, 60 percent of which were determined to be founded. This represents a per capita child abuse and maltreatment rate of 14.9 per thousand in 2019 and 12.6 in 2020, approximately double the rates of neighboring Orange and Ulster Counties, according to statistics maintained by the New York State Central Register and available from the Office of Children and Family Services Data Warehouse. The most serious among these reports are investigated by the multi-disciplinary Sullivan County

Family Violence Response Team/Child Advocacy Center, comprised of Department of Social Services caseworkers, New York State Police Bureau of Criminal Investigations Investigators, prosecutors, our CVA and contracted doctors and therapists. The team adopts, annually, more than two hundred cases referred for investigation as a result of abuse and/or maltreatment reports. These investigations require team members to contact victims, offenders and witnesses and make sensitive and critical determinations as to the best interests of vulnerable children. Yearly, police members of the team make dozens of arrests, and those criminal prosecutions are handled by the Sullivan County District Attorney's Office. Members of Team from the Department of Family Services also file dozens of abuse and/or neglect petitions, heard before the Sullivan County Family Court. Victims of these crimes and petitions, like those in the thousands of other criminal cases involving victims of crime in Sullivan County annually, did not, until 2020, have available to them a dedicated crime victim advocate. The need for confidential and coordinated victim advocacy in Sullivan County, both with respect to offenses against children by those entrusted to care for them, as well as with respect to violent and property crimes committed against other victims, prosecuted by Assistant District Attorneys assigned to handle matters arising out of the Sullivan County justice courts, cannot be understated. Our CVA has been able to coordinate and inform victims of crime with respect to all manner of criminal cases arising in Sullivan County since 2020; the need to continue this program is urgent and ongoing. Illustrative of the urgent need for continuance of the dedicated CVA position in Sullivan County is the experience of one particular survivor of Human Trafficking. As an undocumented immigrant, this person was facing significant hardship during the COVID-19 epidemic. She was offered an opportunity to come to New York, from California, to work as a cleaning person. When she arrived in New York State, her traffickers took her phone and her personal effects from her, and transported her to a remote part of the County to work on what turned out to be a marijuana grow farm. She worked 18 hours per day, ate once a day, slept on the floor of an abandoned property and had no ability to freely communicate with her family or leave the premises. She was threatened with physical violence and, as a result and consistent with the experiences of other victims of Human Trafficking who are much less likely than the population at large to report crimes against them, did not attempt to leave or seek help. She was located during the execution of a criminal search warrant on the property and identified as a victim and survivor of Human Trafficking; our CVA made direct contact with her that day and supported her throughout the proceedings that followed. She was reunited with her family in California and freed from the dangerous situation created by her captors. Sullivan County has very limited resources for survivors. At the time this victim was discovered, no safe home had space to house or otherwise assist her. Sullivan County's CVA transported her to a hotel in nearby Orange County, funded by forfeiture assets of the District Attorney, and assisted her in obtaining food and clothing, utilizing the same funds. Our CVA filed paperwork for the client to receive necessary emergency surgery at no cost to the client and transported her to all appointments for medical care until she could be safely returned to her family across the country. 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Personnel Costs: The County will make use of OVS funds to employ one dedicated Sullivan County Crime Victim Advocate, a civil service employee of Sullivan County, whose maximum pay grade is \$51,592.00 annually, with a benefits package of approximately \$18,299.00. TOTAL annualized amount to be utilized with OVS funding: \$69,891.00. Contractual Services: The County will utilize OVS funds to establish a relationship with a mental health services provider to establish a standardized referral pathway for clients to obtain care, and for monthly meetings with respect to client progress, to ensure clients are provided with appropriate wrap-around services and that resources are available from local community partners. TOTAL annualized amount to be utilized with OVS funding: \$21,381.52 A tremendous barrier to services is having regular and consistent access to a Spanish-speaking interpreter. The Victim Advocacy Program, with this funding, will provide an interpreter with a cellphone and arrange for the interpreter to be available at regular intervals, as needed, to contact and update clients. The interpreter will be paid per hour with utilization of Match funds and out of the County Budget in the event there are additional hours. TOTAL annualized amount to be utilized with Match funding: \$3,000.00. Match Funding: Our funding request (the anticipated award) is for the above-listed personnel and contractual services, which are essential to the survival of the Victim Advocacy Program. We understand that we are subject to a 25% match requirement, which we proposed to meet in the following ways: o Office Space and Operating Expenses: Sullivan County will provide office spaces

and supplies for the Sullivan County Victim Advocacy Program, including 140 square feet of dedicated space at the Sullivan County District Attorney's Office at a cost of \$10.10 per square foot and 64 square feet at the Department of Social Services at a cost of \$25.08 per square foot, as well as paper, ink, envelopes, and other essential items for program implementation and maintenance. TOTAL annualized match amount for Operating Expenses: \$1,774.63. TOTAL annualized match amount for Office Space: \$3,019.12. o Travel/Mileage Costs: Sullivan County will utilize this funding to cover CVA travel costs, constituting an in-kind match contribution. We estimate, based upon the past two years of travel as well as the layout and composition of our County, an estimated annual mileage amount of 862 miles. Travel costs include transporting crime victims to court appearances, traveling to police stations and/or crime scenes in emergent situations and/or to advocate together with or for crime victims in community-based settings. We estimate cost based upon the January 1, 2019, Standard IRS Mileage Rate of 58 cents per mile. TOTAL annualized match amount for CVA travel: \$500. o Volunteer Use: The use of volunteers (as required under our Program design) will be used toward our 25% match requirement for this grant application. Volunteers will work approximately four months annually for a total of 500 hours spent on the Sullivan County Victim Advocacy Program. The present National Volunteer Rate of \$29.95 per hour is used herein to calculate match value/cost. It is anticipated that one volunteer will work on the Program, which will have a standard work weeks of 30 hours during summer months. TOTAL annualized match amount for volunteer hours is 14,524.38. Therefore, the anticipated Victim Advocacy Program costs are split as follows:

Year	Application Request Match Amount	Total Yearly Cost
1	\$91,272.52	\$22,818.13
2	\$91,272.52	\$22,818.13
3	\$91,272.52	\$22,818.13
Total Overall	\$342,271.95	\$342,271.95

Three-Year Project Budget Costs Inclusive Of Match: \$342,271.95 "

**ATTACHMENT C – WORK PLAN
DETAIL**

Objective
1 Assistance with a victim compensation application -
Task
1.1 Providing assistance in completing a victim compensation application - Your program will provide assistance in completing victim compensation applications when applicable
Performance Measures
1.1.1 "Will you be providing compensation application assistance to victims? " -

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period 1: 10/01/2022 - 09/30/2023			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2022 - 12/31/2022	02/14/2023
2	Quarterly Reimbursement	01/01/2023 - 03/31/2023	05/15/2023
3	Quarterly Reimbursement	04/01/2023 - 06/30/2023	08/14/2023
4	Quarterly Reimbursement	07/01/2023 - 09/30/2023	11/14/2023

Period 2: 10/01/2023 - 09/30/2024			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2023 - 12/31/2023	02/14/2024
2	Quarterly Reimbursement	01/01/2024 - 03/31/2024	05/15/2024
3	Quarterly Reimbursement	04/01/2024 - 06/30/2024	08/14/2024
4	Quarterly Reimbursement	07/01/2024 - 09/30/2024	11/14/2024

Period 3: 10/01/2024 - 09/30/2025			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2024 - 12/31/2024	02/14/2025
2	Quarterly Reimbursement	01/01/2025 - 03/31/2025	05/15/2025
3	Quarterly Reimbursement	04/01/2025 - 06/30/2025	08/14/2025
4	Quarterly Reimbursement	07/01/2025 - 09/30/2025	11/14/2025

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.
 - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.
6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
 7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
 8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
 9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report*: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 0: –			
Progress Report	Report Type	Report Period	Due Date
0		-	

E. Special Payment and Reporting Provisions:

Period 1:

Period 2:

Period 3:



Sullivan County

100 North Street
Monticello, NY 12701

Legislative Memorandum

File #: ID-7735

Agenda Date: 9/18/2025

Agenda #: 17.

Narrative of Resolution:

Establishing a Sister Community Partnership Between Sullivan County, New York and Ternopil Region, Ukraine

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$0

Specify Compliance with Procurement Procedures:

<p>РЕЗОЛЮЦІЯ ПРО ВСТАНОВЛЕННЯ ПАРТНЕРСТВА МІЖ ГРОМАДАМИ-ПОБРАТНИКАМИ ОКРУГУ САЛЛІВАН, НЬЮ-ЙОРК, ТА ТЕРНОПІЛЬСЬКОЮ ОБЛАСТЮ, УКРАЇНА ВРАХОВУЮЧИ, що 24 лютого 2022 року збройні сили Російської Федерації розпочали неспровокований та незаконний напад на суверенну, демократичну державу Україну; та ВРАХОВУЮЧИ, що напади Російської Федерації призвели до руйнівної гуманітарної кризи для українського цивільного населення; та ВРАХОВУЮЧИ, що Україна є самобутньою культурою з довгою, багатою та гордою історією, яка згідно зі Статутом ООН має невідчужуване право на самовизначення та безпеку; та ВРАХОВУЮЧИ, що як Сполучені Штати, так і Україна є спадкоємцями давньої боротьби за незалежність; та ВРАХОВУЮЧИ, що Тернопільська область та округ Салліван поділяють спільні цінності справедливого, мирного, вільного світу; та ВРАХОВУЮЧИ, що Тернопільська обласна рада та округ Салліван зобов'язуються працювати над взаємовигідними обмінами, які зміцнять наше суспільство, культуру та економіку; та ВРАХОВУЮЧИ, що Cities4Cities.eu відіграла важливу роль у сприянні міжнародним муніципальним партнерствам, що підтверджується підписанням історичної</p>	<p>RESOLUTION INTRODUCED BY DISTRICT 9 LEGISLATOR TERRY BERNARDO, LEGISLATIVE CHAIR NADIA RAJSZ, MAJORITY LEADER MATT MCPHILLIPS, DISTRICT 5 LEGISLATOR CATHERINE SCOTT, DISTRICT 6 LEGISLATOR LUIS A. ALVAREZ AND MINORITY LEADER NICHOLAS SALOMONE ESTABLISHING A SISTER COMMUNITY PARTNERSHIP BETWEEN SULLIVAN COUNTY, NEW YORK AND TERNOPIIL REGION, UKRAINE WHEREAS, on February 24th, 2022, the armed forces of the Russian Federation launched an unprovoked and illegal invasion of the sovereign, democratic nation of Ukraine; and WHEREAS, the attacks by the Russian Federation have resulted in a devastating humanitarian crisis for Ukrainian civilians; and WHEREAS, Ukraine is a distinct culture with a long, rich, and proud history, which, under the United Nations Charter, has an inalienable right to self-determination and security; and WHEREAS, both the United States and Ukraine are heirs to an ancestral struggle for independence; and WHEREAS, the Ternopil Region and Sullivan County share the common values of a just, peaceful, free world; and WHEREAS, the Ternopil Regional Council and Sullivan County pledge to work toward mutually beneficial exchanges that will strengthen our society, culture, and economy; and WHEREAS, On April 25, 2025, Ulster County (New York State) and the Chernivtsi</p>
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угоди про партнерство між округом Ольстер, Нью-Йорк, та Чернівецькою обласною радою України 25 квітня 2025 року, що стало першим офіційним партнерством між США та Україною, встановленим через мережу Cities4Cities; та, **ВРАХОВУЮЧИ**, що Український Народний Союз під керівництвом Президента/Головного Виконавчого Директора Романа Гірняка протягом понад 130 років сприяє розвитку українсько-американських культурних та гуманітарних зв'язків і рішуче підтримує це партнерство як важливий крок до зміцнення українсько-американських відносин, підтримки гуманітарних потреб та сприяння культурному, економічному та освітньому обміну; та **ВРАХОВУЮЧИ**, що Board NY під керівництвом керуючого партнера Олексія Белецького представляє динамічну бізнес-спільноту українських засновників та підприємців, які працюють у 8 країнах з понад 1,700 учасниками, створюючи можливості для розвитку бізнесу, партнерства та обміну знаннями, та підтримує це партнерство як засіб зміцнення українсько-американської економічної та підприємницької співпраці; та, **ВРАХОВУЮЧИ**, що це партнерство зосереджуватиметься на спільних ініціативах, включаючи: обмін муніципальним досвідом у сферах справ ветеранів, служб психічного здоров'я, безпеки громад та шкіл, антикризового управління; освітні та культурні зв'язки між школами, університетами, неприбутковими організаціями та бізнесом; надання надлишкового обладнання та припасів для надзвичайних ситуацій; та сприяння волонтерським можливостям для громадян, які шукають значущі способи внеску в українські гуманітарні зусилля; **ОТЖЕ, ВИРШЕНО**, що Тернопільська обласна рада, Тернопільська область, Україна, та округ Салліван, штат Нью-Йорк, Сполучені Штати Америки, взаємно оголошують один одного містами-побратимами; та **ДОДАТКОВО ВИРШЕНО**, що

County (New York State) and the Chernivtsi Regional Council of Ukraine signed a historic partnership agreement during a virtual ceremony. This marks the first official U.S.-Ukraine partnership established through the [Cities4Cities <https://cities4cities.eu/>](https://cities4cities.eu/) network. **WHEREAS**, the Ukrainian National Association, under the leadership of President/Chief Executive Officer Roman Hirniak, has been instrumental in fostering Ukrainian-American cultural and humanitarian ties for over 130 years and strongly supports this partnership as a vital step toward strengthening Ukrainian-American relations, supporting humanitarian needs, and promoting cultural, economic, and educational exchange; and **WHEREAS**, Board NY, under the leadership of Managing Partner Alexey Beletsky, represents a vibrant business community of Ukrainian founders and entrepreneurs operating across 8 countries with over 1,700 participants, creating opportunities for business growth, partnerships, and knowledge exchange, and supports this partnership as a means to strengthen Ukrainian-American economic and entrepreneurial collaboration; and, **WHEREAS**, this partnership shall focus on collaborative initiatives including: municipal knowledge sharing in areas such as Veterans Affairs, mental health services, community and school safety, and crisis management; educational and cultural connections between schools, universities, non-profit organizations, and businesses; sharing of surplus emergency management equipment and supplies; and facilitating volunteer opportunities for citizens seeking meaningful ways to contribute to Ukrainian humanitarian efforts; **NOW, THEREFORE, BE IT RESOLVED**, that the Ternopil Regional Council, Ternopil Region, Ukraine, and County of Sullivan, New York State, United States of America, mutually declare one another a Sister Community; and **BE IT FURTHER RESOLVED**, that the

Тернопільська обласна рада в Україні та уряд округу Салліван у Сполучених Штатах Америки сприятимуть зустрічам та обміну ідеями між громадянами обох регіонів; та **ДОДАТКОВО ВИРШЕНО**, що обидва партнери докладатимуть усіх зусиль для сприяння миру та міжнародному взаєморозумінню; та **ДОДАТКОВО ВИРШЕНО**, що обидва партнери підтримують встановлення позитивних та продуктивних обмінів між місцевими організаціями, установами та приватними громадянами; та **ДОДАТКОВО ВИРШЕНО**, що обидві сторони прагнуть співпрацювати та обмінюватися досвідом щодо муніципальних, економічних та культурних питань, а також сприяти розвитку співпраці між муніципальними установами, організаціями та закладами; та **ДОДАТКОВО ВИРШЕНО**, що економічний розвиток обох сторін виражатиметься через взаємовигідні співпраці та програми; та **ДОДАТКОВО ВИРШЕНО**, що спірні питання, пов'язані з впровадженням цього партнерства, вирішуватимуться шляхом двосторонніх консультацій; та **ДОДАТКОВО ВИРШЕНО**, що ця угода про партнерство виконується англійською та українською мовами. Голова Тернопільської обласної ради _____ [Ім'я] ДАТА: _____
Голова Законодавчих зборів округу Салліван _____
Надія РАЙС ДАТА: _____

Ternopil Regional Council in Ukraine and the Sullivan County Government in the United States of America shall aim to facilitate meetings and exchange of ideas between citizens of both regions; and **BE IT FURTHER RESOLVED**, that both partners will make every effort to promote peace and international understanding; and **BE IT FURTHER RESOLVED**, that both partners support the establishment of positive and productive exchanges between local organizations, institutions, and private citizens; and **BE IT FURTHER RESOLVED**, that both parties seek to cooperate and exchange experience regarding municipal, economic, and cultural issues, as well as to promote the development of cooperation among municipal institutions, organizations, and establishments; and **BE IT FURTHER RESOLVED**, that the economic development of both parties shall be expressed through mutually beneficial collaborations and programs; and **BE IT FURTHER RESOLVED**, that disputed issues related to the implementation of this partnership will be resolved through bilateral consultations; and **BE IT FURTHER RESOLVED**, that this partnership agreement is executed in both English and Ukrainian languages. Chair of the Ternopil Regional Council _____ [Name] DATE: _____
Chairman of the Sullivan County Legislature _____
Nadia RAJSZ DATE: _____



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7737

Agenda Date: 9/18/2025

Agenda #: 18.

Narrative of Resolution:

Resolution introduced by the Health & Human Services Committee to accept and enter into a contract with the New York State Department of Health, Division of Family Health, to provide funding for the Children and Youth with Special Healthcare Needs (CYSHCN) Program.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$336,471

Are funds already budgeted? Yes

If 'Yes,' specify appropriation code(s): 4059-Early Care / Intervention Children

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

All procurement policies and procedures will be followed.

RESOLUTION INTRODUCED BY THE HEALTH & HUMAN SERVICES COMMITTEE TO ACCEPT AND ENTER INTO A CONTRACT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH, DIVISION OF FAMILY HEALTH, TO PROVIDE FUNDING FOR THE CHILDREN AND YOUTH WITH SPECIAL HEALTHCARE NEEDS (CYSHCN) PROGRAM.

WHEREAS, The New York State Department of Health (NYS DOH) has made funding available to Sullivan County for the Children and Youth with Special Healthcare Needs (CYSHCN) program; and

WHEREAS, The CYSCHN program is responsible for helping to address equitable access to medical services and supports, and address disparities and the social determinants of health with activities that are tailored to local community needs; and

WHEREAS, The CYSHCN program promotes health and well-being for CYSHCN participants to develop and reach their full potential; and

WHEREAS, This contract would extend from October 1, 2025-September 30, 2030 with an annual award of \$60, 657 per year; and

WHEREAS, The NYSDOH has also allocated an additional award of \$33,186 for year 2025-2026 ONLY to implement newly developed Community Accessibility and Inclusion (CAI) projects; and

WHEREAS, The total award would be \$336,471 for the contract period; and

WHEREAS, This funding would be used to pay 0.5 FTE of a CYSHCN employee; and

NOW, THEREFORE LET IT BE RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager and/or Chairman of the County Legislature *(as required by the funding source)*

to accept the award for the period of October 1, 2025 through September 30, 2030, and enter into an award agreement or contract to administer the funding secured, in such form as the County Attorney shall approve; and

BE IT FURTHER RESOLVED, that should the NYS DOH CYSHCN Service Block Grant funding be terminated, the county shall not be obligated to continue any action undertaken by the use of this funding.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7740

Agenda Date: 9/18/2025

Agenda #: 19.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE ECONOMIC DEVELOPMENT COMMITTEE TO AUTHORIZE AN AGREEMENT WITH THE TOWN OF LIBERTY TO PROVIDE FUNDING FOR THE OLD ROUTE 17 LIBERTY WATER AND SEWER INFRASTRUCTURE PROJECT

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$250,000

Are funds already budgeted? No

If ‘Yes,’ specify appropriation code(s): Click or tap here to enter text.

If ‘No,’ specify proposed source of funds: budgetary amendments, transferring \$60,000 from the Economic Development Fund Balance and \$190,000 from the contingent account to fund this appropriation

Specify Compliance with Procurement Procedures:

Click or tap here to enter text.

RESOLUTION INTRODUCED BY THE ECONOMIC DEVELOPMENT COMMITTEE TO AUTHORIZE AN AGREEMENT WITH THE TOWN OF LIBERTY TO PROVIDE FUNDING FOR THE OLD ROUTE 17 LIBERTY WATER AND SEWER INFRASTRUCTURE PROJECT

WHEREAS, the Town of Liberty has taken the lead in constructing water and sewer infrastructure along the Old Route 17 commercial, industrial corridor (“corridor”) with the intent to help create and foster the development of shovel ready sites, and

WHEREAS, the County of Sullivan, Town of Thompson, Village of Liberty, and the Partnership for Economic Development have been integral partners with the Town of Liberty in endeavoring to develop water and sewer infrastructure along the corridor, and

WHEREAS, the Partnership for Economic Development spearheaded an Economic Development Corridor Study (“study”) in 2018 which depicted the buildout of the corridor, and

WHEREAS, the “study” was utilized to help secure a \$1,000,000 Congressional Appropriations grant with a 250,000 required match for engineering work for the “corridor”, and

WHEREAS, an additional \$20,000,000 FASTNY (Focused Attraction of Shovel-Ready Tracts) grant from Empire State Development was secured by the Town of Liberty for construction of the water and sewer infrastructure, and

WHEREAS, there is a balance of \$2M in required local match funding for the FASTNY grant, and

WHEREAS, the \$1M Congressional Appropriations grant plus the match of \$250,000 for a total of \$1.25M

can be applied towards the \$20M FASTNY grant match, and

WHEREAS, the balance of \$750,000 for the FASTNY match is being negotiated with other parties, and

WHEREAS, Sullivan County recognizes the vital importance of this project in that it will significantly increase taxable assessed values and employment opportunities, and

WHEREAS, the Legislature desires to commit \$250,000 of County funds toward the required match of the \$1M Congressional Appropriations grant in order ensure that this project is successfully completed.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager to enter into an agreement with the Town of Liberty for purposes of providing \$250,000 as matching funds for the \$1M Congressional Appropriations grant, in a form approved by the County Attorney, and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature authorizes the Commissioner of Management and Budget to make the appropriate budgetary amendments, transferring \$60,000 from the Economic Development Fund Balance and \$190,000 from the contingent account to fund this appropriation; and

BE IT FURTHER RESOLVED, that should the funding be terminated or the project does not proceed, the County shall not be obligated to provide matching funds for the project.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7747

Agenda Date: 9/18/2025

Agenda #: 20.

Narrative of Resolution:

Execute a contract with Custodial Cleaning Services at various county buildings

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$350,000

Are funds already budgeted? Yes

If 'Yes,' specify appropriation code(s): A1620-23-40-4015

A1620-21-40-4015

A1620-22-40-4015

A5610-40-4015

A1620-197-40-4015

A1620-213-40-4015

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY PUBLIC WORKS COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO AWARD AND EXECUTE CONTRACTS FOR CUSTODIAL CLEANING SERVICES AT VARIOUS COUNTY BUILDINGS

WHEREAS, bids were received for B-25-39 Custodial Cleaning Services for various County Buildings; and

WHEREAS, per the bid specifications the awards shall be made per building to the lowest responsible bidder; and

WHEREAS, B-25-39 award contract period shall be from October 1, 2025 through September 31, 2026, with possible yearly renewals, upon mutual agreement, for an additional four (4) year period, with allowance and consideration of any increase in the Prevailing Wage Rates; and

WHEREAS, the Sullivan County Division of Public Works and the Sullivan County Office of General Services has reviewed said bids and recommends that contracts be executed with the following vendors per building, per bid specification and proposal:

Constable Custodial Service, Inc. -

Building 1 - Community Services, 20 Community Lane, Liberty, NY

Building 4 - SC E-911, 76 CR 183A, Swan Lake, NY

Building 6 - Government Center & Annex, 100 North St., Monticello, NY

Facilities Maintenance Corp. -

Building 2 - Airport Terminal, 57 CR 183A, Swan Lake, NY

Building 3 - Airport Rescue & Fire Fighting, 53 CR 183A, Swan Lake, NY

Building 5 - Transportation Building, 401 CR 183, Swan Lake, NY

Building 7 - SC Sheriff and Jail Administration, 58 Old Rt.17, Monticello, NY.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute contracts with Constable Custodial Service, Inc. 111 Sullivan Ave., Ferndale, NY 12734 and Facilities Maintenance Corporation, P.O. Box 3689 Poughkeepsie, NY 12603, for buildings in accordance with above, and proposals received for B-25-39, and shall be in such form as the County Attorney shall approve.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7750

Agenda Date: 9/18/2025

Agenda #: 21.

Narrative of Resolution:

Authorize contract modification with Highway Job Order Contract Project

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$600,000

Are funds already budgeted? Yes

If 'Yes,' specify appropriation code(s): D-5110-45-40-4038/D-5110-45-40-4037

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE PUBLIC WORKS COMMITTEE

RESOLUTION TO AUTHORIZE THE COUNTY MANAGER TO EXECUTE A MODIFICATION AGREEMENT FOR CONSTRUCTION SERVICES FOR THE HIGHWAY JOB ORDER CONTRACT PROJECT ("PROJECT").

WHEREAS, Resolution No. 166-23, adopted April 20, 2023, authorized an agreement with Sullivan County Paving and Construction, Inc. ("Agreement") to provide construction services; and

WHEREAS, Resolution No. 148-24, adopted March 21, 2024, authorized the extension of said Agreement through April 30, 2025, with the option for one (1) additional year; and

WHEREAS, Modification Agreement No. 3, effective May 1, 2025, further extended the Agreement through April 30, 2026; and

WHEREAS, Resolution No. 259-25, adopted on June 19, 2025, authorized additional funding for this project; and

WHEREAS, a section of County Road No. 19 has been identified with a failing embankment that has compromised the roadway subbase, resulting in severe pavement distress requiring immediate repair; and

WHEREAS, these construction services can be completed using previously allocated funds; and

WHEREAS, the Division of Public Works has reviewed the need for these construction services and

recommends approval of a Modification Agreement to cover this work;

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be, and hereby is, authorized to execute a Modification Agreement with Sullivan County Paving and Construction, Inc. to complete said construction services at a cost not to exceed \$600,000.00, in such form as the County Attorney shall approve.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7751

Agenda Date: 9/18/2025

Agenda #: 22.

Narrative of Resolution:

Document the County’s commitment to continue maintenance of CB 368

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$0

Are funds already budgeted? Choose an item.

If ‘Yes,’ specify appropriation code(s): Click or tap here to enter text.

If ‘No,’ specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY PUBLIC WORKS COMMITTEE TO DOCUMENT THE COUNTY’S COMMITMENT TO CONTINUE MAINTAINENCE OF COUNTY BRIDGE 368 THAT IS BEING REPLACED THROUGH THE NORTHERN BORDER REGIONAL COMMISSION (NBRC) GRANT AGREEMENT (ID GT-TAT-00003).

WHEREAS, Resolution 380-70 authorized the County taking over the maintenance responsibly for Bridge 368; and

WHEREAS, Resolution 308-24 authorized the County Manager or Chairperson of the Legislature to accept the award and enter into an agreement with the Northern Border Regional Commission (NBRC) for obtaining 80% federal funding for the replacement of County Bridge 368; and

WHEREAS, a grant agreement ID: GT-T4T-00003 was authorized to provide federal funding of the project; and

WHEREAS, it is necessary to provide documentation of the County’s continued commitment to maintain the bridge for 20 years subsequent to the construction of the new 80% federally funded bridge to meet grant requirements.

NOW, THEREFORE BE IT RESOLVED, Legislature approves the continued maintenance of Bridge 368 for the period of time required by the NBRC grant agreement requirements..



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7752

Agenda Date: 9/18/2025

Agenda #: 23.

Narrative of Resolution:

To execute agreements for the operation of Warming Centers

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$235,000

Are funds already budgeted? Yes

If 'Yes,' specify appropriation code(s): 6010-38-47-4752

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures: Reviewed response of the request for proposal with Director of Purchasing and awarding contract to contractor for operations of warming centers.

RESOLUTION INTRODUCED BY HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE COUNTY MANAGER TO EXECUTE AGREEMENTS FOR THE OPERATION OF WARMING CENTERS LOCATED IN MONTICELLO AND LIBERTY.

WHEREAS, the County of Sullivan, through the Department of Social Services, coordinates the operation of the County’s Warming Centers during months of cold temperatures to provide a safe and warm space for residents in need; and

WHEREAS, a request for Proposal, R-23-33, was issued for the operation of the warming centers the Department of Social Services recommends that the contracts be executed with the following proposers:

1. St. John’s Episcopal Church at a not to exceed amount of \$33,000.
2. Liberty United Methodist Church at a not to exceed amount of \$82,000
3. Sullivan County Federation for the Homeless at a not to exceed amount of \$120,000

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be hereby authorized to execute Agreements with the proposers and they’re not to exceed amounts noted above, for the period of October 1, 2025 through September 30, 2026. These agreements may be executed on a yearly basis, for an additional two (2) years; and

BE IT FURTHER RESOLVED, that the form of said contracts will be approved by the Sullivan County Attorney Office.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7756

Agenda Date: 9/18/2025

Agenda #: 24.

Narrative of Resolution:
To Modify the 2025 Budget

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: Please see attached Budget Mods.

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY MANAGEMENT & BUDGET COMMITTEE TO MODIFY THE 2025 BUDGET

WHEREAS, the County of Sullivan Budget requires modification,

NOW, THEREFORE, BE IT RESOLVED, that the attached budgetary transfers for 2025 be authorized.

**August 31, 2025 Resolution Needed
Sullivan County Budget Modifications 2025**

G/L Account	Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
A-1165-40-4001 - CONTRACT AGENCIES			114,367	
A-1165-R4089-R167 - FED AID OTHR DEPARTMENTAL AID	114,367			
A-1410-10-47-4752 - DEPT MISC PROGRAM EXP			2,500	
A-1410-10-R1255-R431 - CLERK FEE EZ PASS	2,500			
A-1490-R1710-R247 - PUBLIC WORKS CHARGE MISC FEE/REIMBURSMNT	5,000			
A-1490-R1710-R247 - PUBLIC WORKS CHARGE MISC FEE/REIMBURSMNT	8,000			
A-1490-R1710-R247 - PUBLIC WORKS CHARGE MISC FEE/REIMBURSMNT	25,000			
A-1620-213-47-4717 - DEPT BLDG/PROP/EQUIP REPAIRS&MAINTNCE			8,000	
A-1620-24-47-4717 - DEPT BLDG/PROP/EQUIP REPAIRS&MAINTNCE			25,000	
A-1620-24-47-4717 - DEPT BLDG/PROP/EQUIP REPAIRS&MAINTNCE			5,000	
A-1680-43-4302 - COMPUTER HARDWARE PURCHASES/LEASES			2,242	
A-1680-43-4304 - COMPUTER MAINTENANCE/SERVICE FEES			140	
A-1680-R1289-R247 - GEN GOV DEPT INCOME MISC FEE/REIMBURSMNT	2,382			
A-3010-45-4541 - SPEC DEPT SUPPLY SM EQUIP TOOLS APPLNCS, SM ELECT			816	
A-3010-R4389-R338 - FED AID PUBLIC SAFETY OTHER	816			
A-3140-18-41-4104 - AUTO/TRAVEL MILEAGE/TOLLS (*)			381	
A-3140-18-42-4203 - OFFICE OFFICE SUPPLIES (*)			11	
A-3140-18-42-4203 - OFFICE OFFICE SUPPLIES (*)			152	
A-3140-18-45-4506 - SPEC DEPT SUPPLY PUBLIC SAFETY (*)			4,074	
A-3140-18-47-4750 - DEPT CLIENT ELECTONIC MONITORING (*)			1,310	
A-4220-40-4013 - CONTRACT CONTRACT OTHER (**)			2,313	
A-4220-40-4036 - CONTRACT ADDICTION SERVICES (**)			11,997	
A-4220-42-4201 - OFFICE ADVERTISING (**)			14,000	
A-6010-38-40-4001 - CONTRACT AGENCIES (***)			5,775	
A-6010-38-40-4013 - CONTRACT CONTRACT OTHER (***)			9,236	
A-6010-38-42-4201 - OFFICE ADVERTISING (***)			32,362	

A-8020-90-40-4006 - CONTRACT ENGINEER/ARCHITECT/DESIGN SERV (****)				18,163	
A-8020-90-40-4006 - CONTRACT ENGINEER/ARCHITECT/DESIGN SERV (*****)				1,495	
A-8020-90-47-4752 - DEPT MISC PROGRAM EXP (****)				125,000	
	A Fund Total	158,065	-	384,334	-

- (*) To be funded from the Probation PTR Assigned Fund Balance
- (**) To be funded from the Community Services Opioid Assigned Fund Balance
- (***) To be funded from the Opioid Assigned Fund Balance
- (****) To be funded from the Planning Programs Assigned Fund Balance
- (*****) To be funded from the O&W Assigned Fund Balance



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7757

Agenda Date: 9/18/2025

Agenda #: 25.

Narrative of Resolution:

To execute agreement with New York and other State or Commonwealth approved Foster Care Related Service Providers

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$98,043

Are funds already budgeted? Yes

If 'Yes,' specify appropriation code(s): A-6010-38-40-4001

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures: 140-3-4

RESOLUTION INTRODUCED BY HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE COUNTY MANAGER TO EXECUTE AGREEMENTS WITH NEW YORK STATE ("NYS") AND OTHER STATE OR COMMONWEALTH APPROVED FOSTER CARE RELATED SERVICE PROVIDERS

WHEREAS, the County of Sullivan, through the Department of Social Services, contracts for the provision of certain preventative services; and

WHEREAS, funding is available through the NYS approved Supervision and Treatment Services for Juveniles Program (STSJP) Plan; and

WHEREAS, the County of Sullivan, through the Department of Social Services, contracts for the provision of Office of Children Family Services ("OCFS") approved Preventative Services with the Town of Wallkill Boys & Girls Club, Inc; and

WHEREAS, The Town of Wallkill Boys and Girls Clubs, Inc is capable and willing to provide such service at a cost not exceed \$98,043.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County Manager to execute agreement with Town of Wallkill Boys & Girls Clubs, Inc. at a cost not to exceed \$98,043 for the period of October 1, 2025 through September 30, 2026; and

BE IT FURTHER RESOLVED, that the form of said contracts will be approved by the Sullivan County Attorney's Office.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7776

Agenda Date: 9/18/2025

Agenda #: 26.

Narrative of Resolution:

Set Public Hearing for 10/16/25 at 11am for HONOR-Homeless Shelter

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY CATHERINE SCOTT, CHAIR OF THE HEALTH AND HUMAN SERVICES COMMITTEE TO SCHEDULE A PUBLIC HEARING FOR A LOCAL LAW TO AUTHORIZE A PROPOSED LONG-TERM LEASE OF COUNTY-OWNED PROPERTY ON SUNSET LAKE ROAD SBL LI-23.-1-126.1 IN THE TOWN OF LIBERTY FOR THE PURPOSE OF OPERATING A HOUSING SERVICES CENTER AND SHELTER

WHEREAS, there has been introduced and presented at a meeting of the Sullivan County Legislature held on September 18, 2025 the proposed lease of property on Sunset Lake Road in the Town of Liberty. The proposed lease(s) shall consist of a structure to be built on parcel SBL LI 23.-1-126.1, pending the award of a Homeless Housing Assistance Program (HHAP) grant by the State of New York to HONOR, EHG of Middletown, NY; and

WHEREAS, the Department of Social Services has participated in extensive planning with HONOR to construct a 20-bed housing center in Sullivan County to reduce the County's reliance on Warming Centers and Hotels for emergency shelter services; and

WHEREAS, HONOR intends to be the lead applicant for an HHAP grant to fund construction of the facility on the aforementioned parcel, and a minimum 25-year lease agreement is required to satisfy the conditions of an HHAP grant.

NOW, THEREFORE, BE IT RESOLVED, that a public hearing be held on said proposed lease by the Sullivan County Legislature on October 16, 2025 at 11:00am in the Legislative Chambers, County Government Center, Monticello, New York, and at least ten (10) days' notice of the public hearing be given by the Clerk of the Sullivan County Legislature by due posting thereof on the bulletin board of the County of Sullivan and by publishing such notice at least once in the official newspapers of the County.

COUNTY OF SULLIVAN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that there has been duly presented and introduced at a meeting of the Legislature of the County of Sullivan, New York, held on September 18, 2025, a proposed Local Law entitled “A Local Law to authorize a proposed long-term lease of County-owned property on Sunset Lake Road in the Town of Liberty for the purpose of operating a housing services center and shelter”.

NOTICE IS FURTHER GIVEN that the Legislature of the County of Sullivan will conduct a public hearing on the aforesaid proposed Local Law at the Legislature's Meeting Room, County Government Center, Monticello, New York, 12701, on October 16, 2025 at 11:00am at which time all persons interested will be heard.

DATED: Monticello, New York

September 18, 2025

ANNMARIE MARTIN

Clerk of the Legislature

County of Sullivan, New York



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7713

Agenda Date: 9/18/2025

Agenda #: 27.

Narrative of Resolution:

The Legislative Discretionary Funding program is designed to assist Sullivan County and County-oriented entities with achieving such goals as public safety, public health, youth services, community development, and economic development

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$5,453

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: N/A

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE FUNDING THROUGH THE LEGISLATIVE DISCRETIONARY FUNDING PROGRAM

WHEREAS, the Sullivan County Legislature adopted a Legislative Discretionary Contract Funding Program pursuant to Resolution No. 327-16; and

WHEREAS, the program is designed to assist Sullivan County and County-oriented entities with achieving such goals as public safety, public health, youth services, community development, and economic development; and

WHEREAS, the program review took place during the 2025 Budget process and the Legislature had an opportunity to assess the applications submitted;

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature approves the projects listed in the below “Schedule A” and the disbursement of the associated funds, and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature authorizes the County Manager to enter into contracts with these award recipients for the contract period of January 1, 2025 through December 31, 2025 for said services as submitted in their application; and

BE IT FURTHER RESOLVED, that the below organizations may request that the County advance these funds with the acknowledgment that there shall be the appropriate proof submitted to the Management and Budget Division at the completion of their purchase or their program no later than December 31, 2025; and

BE IT FURTHER RESOLVED, said contracts to be in a form approved by the County Attorney.

“Schedule A”

2025 Legislative Discretionary Contract Funding

Applicant	Award Recommendation
Woodbourne Fire Department	\$5,453 (Legislator District 7)



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7732

Agenda Date: 9/18/2025

Agenda #: 28.

Narrative of Resolution:

Requesting Designation Under the Hudson Valley Community Preservation Act To Enable Local Farmland and Open Space Protection Programs

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$0

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION NO. INTRODUCED BY THE EXECUTIVE COMMITTEE REQUESTING DESIGNATION UNDER THE HUDSON VALLEY COMMUNITY PRESERVATION ACT TO ENABLE LOCAL FARMLAND AND OPEN SPACE PROTECTION PROGRAMS

WHEREAS, in recognition of the importance of preserving agricultural lands, open space, and natural resources, the Sullivan County Legislature seeks to empower local municipalities with the tools necessary to protect these assets. The Community Preservation Program, enabled through designation under the Hudson Valley Community Preservation Act of 2007, would allow municipalities to establish locally tailored preservation plans funded through a real property transfer tax; and

WHEREAS, Sullivan County municipalities have expressed interest in creating their own Open Space and Farmland Protection Programs through the establishment of Community Preservation Programs. These programs would allow municipalities to develop plans and provide funds, through the imposition of a real property transfer tax, for the protection and preservation of lands within their own communities; and

WHEREAS, the Sullivan County Agriculture and Farmland Protection Plan identifies farmland protection as a priority strategy for sustaining the county's agricultural economy and rural character, and supports mechanisms such as the Community Preservation Program to achieve these goals; and

WHEREAS, the Sullivan County Agriculture and Farmland Protection Board has endorsed the concept of Community Preservation Programs as a tool to advance farmland protection, consistent with the goals outlined in the county's Agriculture and Farmland Protection Plan; and

WHEREAS, municipalities within Sullivan County should have the same opportunity to opt for the creation of their own Community Preservation Programs;

NOW, THEREFORE, BE IT RESOLVED, that we, the Sullivan County Legislature, send a Home Rule Request in support of the New York State Legislature amending general municipal law and the tax law to include Sullivan County as a “designated community” within the Hudson Valley Community Preservation Act of 2007; and be it further

RESOLVED, that the Clerk of the Legislature be and is hereby authorized and directed to send a certified copy of this resolution to Honorable Kathy Hochul, the Governor of the State of New York, and to each member of the State Senate and Assembly whose districts include all or part of Sullivan County, so that they may be apprised hereof and take all necessary and appropriate action to enact this legislation.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7754

Agenda Date: 9/18/2025

Agenda #: 29.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO SIGN THE 2025-2026 ANNUAL PLAN UPDATE TO THE 2024-2028 FOUR-YEAR PLAN FOR THE SULLIVAN COUNTY OFFICE FOR THE AGING

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution:

Are funds already budgeted? Yes

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

WHEREAS, the Sullivan County Office for the Aging administers programs funded under the Older Americans Act (Title III), Wellness in Nutrition, the New York State Community Services for the Elderly Program, the Expanded In-Home Services for the Elderly Program, the Congregate Services Initiative, the State Transportation Program, the Caregiver Resource Center, the Health Insurance Information Counseling and Assistance Program, and Unmet Needs Funding, which authorize the expenditure of Federal and State funds to provide services for older residents of Sullivan County; and

WHEREAS, State and Federal regulations require the County to prepare and submit an Annual Plan outlining the services to be provided under the above-mentioned programs; and

WHEREAS, the New York State Office for the Aging requires submission of a Four-Year Plan for the period 2024-2028, with annual updates including funding applications, plan reviews, and related documentation; and

WHEREAS, the Sullivan County Office for the Aging has prepared the 2025-2026 Annual Plan Update to the 2024-2028 Four-Year Plan; and

WHEREAS, the regulations require the County Manager to sign the Annual Plan Update in order for the County to receive Federal and State funding allocations;

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to sign any and all applications, agreements, and documents necessary to implement the Sullivan County Office for the Aging 2025-2026 Annual Plan Update to the 2024-2028 Four-Year Plan; and

BE IT FURTHER RESOLVED, that such applications and agreements shall be in a form approved by the Sullivan County Department of Law; and

BE IT FURTHER RESOLVED, that all commitments and agreements are contingent upon receipt of the necessary Federal and State allocations; and

BE IT FURTHER RESOLVED, that should Federal and/or State funding, including Older Americans Act

(Title III) funding, be terminated, the County shall not be obligated to continue any actions or services initiated through the use of such funding.

ANNUAL UPDATE REVIEW AND APPROVAL

Must be signed by the AAA Director (and the Chief Officer of the Governing Body of the Sponsoring Organization if the other than County, New York City, or Native American Organization).

I hereby submit for approval the 2025-26 Annual Update to the 2024-28 Four Year Plan (hereafter referred to as the Plan) for Older Americans Act (OAA) programs, New York State Community Services for the Elderly (CSE) Program and Expanded In-Home Services for the Elderly Program (EISEP), and the applications for funding indicated below:

Program	Program Period	Program Applied For
Title III-B	January 1, 2025 to December 31, 2025	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-C	January 1, 2025 to December 31, 2025	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-D	January 1, 2025 to December 31, 2025	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-E	January 1, 2025 to December 31, 2025	<input type="checkbox"/> Yes <input type="checkbox"/> No
EISEP	April 1, 2025 to March 31, 2026	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSE	April 1, 2025 to March 31, 2026	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSI	April 1, 2025 to March 31, 2026	<input type="checkbox"/> Yes <input type="checkbox"/> No
WIN	April 1, 2025 to March 31, 2026	<input type="checkbox"/> Yes <input type="checkbox"/> No
Unmet Need	April 1, 2025 to March 31, 2026	<input type="checkbox"/> Yes <input type="checkbox"/> No
Transportation	April 1, 2025 to March 31, 2026	<input type="checkbox"/> Yes <input type="checkbox"/> No
CRC	April 1, 2025 to March 31, 2026	<input type="checkbox"/> Yes <input type="checkbox"/> No
HIICAP	April 1, 2025 to March 31, 2026	<input type="checkbox"/> Yes <input type="checkbox"/> No

I agree to comply with all applicable federal, state and local laws and regulations, program standards, and standard assurances which affect any funds, (including matching funds and program income) used for the programs described in this Plan. I have read and agree to comply with all of the Standard Assurances (Attachment A) in the Plan. In addition, I certify that no amendments have been made nor will be made to the Standard Assurances in the Plan. Furthermore, I agree to comply with all attachments submitted as part of this Plan and indicated on the Attachment Checklist.

I also certify that the information contained in the Priority Services Schedule (Attachment B) is true and correct.

I also certify that this organization is not currently suspended or debarred as defined in 2 CFR part 376.

Signature of AAA Director

Print/Type Name

Date

Signature of the Chief Executive Officer of the Governing Body of the Sponsoring Organization
(if other than County, New York City, or Native American Organization)

Date

Print/Type Name

Print/Type Title

LOCAL GOVERNMENT EXECUTIVE REVIEW AND APPROVAL

Must be signed ONLY if the AAA intends to apply for CSE program or EISEP state aid pursuant to the New York State Elder Law.

I, _____ being the Chief Executive Officer of the Governing Board of
Print/Type Name

this _____ (County, New York City, or Native American Organization), do hereby
certify that:

1. The _____, an AAA established pursuant to the OAA of 1965, as
amended, has been duly designated by me pursuant to New York State Elder Law §214.

CSE

EISEP

2. This Plan for the OAA and New York State CSE and/or EISEP pursuant to New York State Elder Law, is hereby approved for submission to the New York State Office for the Aging.

Signature (Use ink. "per" signature not acceptable)

Print/Type Title

Date



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7758

Agenda Date: 9/18/2025

Agenda #: 30.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AMEND RESOLUTION #256-22 FOR THE PURPOSE OF CONTINUING THE CURRENT LEASE ON A MONTH-BY-MONTH BASIS UNTIL SUCH TIME AS THE PARTIES ENTER INTO A NEW LEASE AGREEMENT.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$4,065.25 monthly

Are funds already budgeted? Yes

If 'Yes,' specify appropriation code(s): A-6293-47-4701 Department Rentals

If 'No,' specify proposed source of funds: N/A

Specify Compliance with Procurement Procedures: N/A

WHEREAS, the Center for Workforce Development rents space from the New York State Department of Labor (NYSDOL) to form the Sullivan County Career Center which is required by the Federal Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, the Department of Labor leases space at 50 North Street, Monticello, New York and is the Leaseholder. Resolution #256-22 covered the lease period from 7/1/22 through 6/30/25 at \$4,065.25 per month; and

WHEREAS, this Resolution is being amended since a new lease agreement has not been agreed upon by all parties. This amendment is to include language that should the lease expire without a new lease being in place, the terms and conditions of the lease shall continue on a month-to-month basis until such time as a new lease agreement is in place; and

NOW, THEREFORE, BE IT RESOLVED, that Resolution #256-22 is amended to provide for month-to-month leasing of the premises under the same terms and conditions as stated in the original lease until such time as the parties enter into a new Lease Agreement; and

BE IT FURTHER RESOLVED, that all other provisions of Resolution #256-22 shall remain unchanged.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7763

Agenda Date: 9/18/2025

Agenda #: 31.

Narrative of Resolution:

Authorize County Manager to vote in favor of Chapter 11 Plan of Purdue Pharma L.P.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$0

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO ALLOW THE COUNTY MANAGER TO VOTE IN FAVOR OF THE CHAPTER 11 PLAN OF REORGANIZATION OF PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS ("PURDUE"), AND TO PARTICIPATE IN THE SETTLEMENT OF PURDUE'S ESTATE IN BANKRUPTCY AND THE DIRECT SETTLEMENT OF LITIGATION AGAINST PURDUE

WHEREAS, the opioid crises has devastated countless families and communities in Sullivan County; and

WHEREAS, having risen to the status of an epidemic the County of Sullivan wishes to take steps to address this crisis in a meaningful way; and

WHEREAS, many of the opioids placed into the chain of commerce in Sullivan County have been produced by Purdue Pharma ("Purdue") and its affiliates; and

WHEREAS, the County of Sullivan has joined with many other municipalities in prosecuting litigation against several of the manufacturers and distributors of opioids, including, without limitation, Purdue; and

WHEREAS, in 2019, while the litigation against Purdue was pending, Purdue filed for reorganization pursuant to Chapter 11 of the United States Bankruptcy Code; and

WHEREAS, the County of Sullivan, along with many other municipalities, is a claimant against Purdue's estate in bankruptcy (the "Estate"); and

WHEREAS, the parties to the underlying litigation against Purdue have been engaged in settlement negotiations; and

WHEREAS, the proposed settlement of the underlying litigation will be implemented in connection with Purdue’s bankruptcy proceeding, and consists of, among other things, a settlement of direct claims against the Sackler family held by states, local governments, and other creditors (“Direct Settlement”) and a settlement of the Estate (“Estate Settlement”); and

WHEREAS, the deadline for submissions to participate in the Direct Settlement and to approve Purdue’s bankruptcy plan, which will provide distributions from the Estate Settlement, is September 30, 2025; and

WHEREAS, the Direct Settlement and the Estate Settlement will ensure payments to Sullivan County bringing much needed funding to our community to assist in abating the opioid crisis.

NOW THEREFORE BE IT RESOLVED, that effective September 18, 2025 the County Manager is hereby authorized to vote in favor of Purdue’s bankruptcy plan on behalf of the County of Sullivan; and it is further

RESOLVED, that the County Manager is hereby authorized to participate in the Direct Settlement and the Estate Settlement on behalf of the County of Sullivan.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7764

Agenda Date: 9/18/2025

Agenda #: 32.

Narrative of Resolution:

Amend Resolution No, 319-25 regarding the real property tax exemption for Veterans who have a 100 percent service connected disability

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$0

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AMEND RESOLUTION NO. 319-25 BY URGING THE GOVERNOR TO PASS THE REAL PROPERTY TAX EXEMPTIONS FOR VETERANS WHO HAVE A 100 PERCENT SERVICE CONNECTED DISABILITY

WHEREAS, the Sullivan County Legislature passed Resolution No. 319-25 on August 21, 2025 urging the Assembly and Senate to pass Assembly Bill 2025-A.74 and Senate Bill S1183, and

WHEREAS, the County of Sullivan was just notified that the New York State Assembly passed 2025-A.74 back in May 2025 and the New York State Senate passed S1183 back in June 2025, and

WHEREAS, Resolution No. 319-25 needs to be amended to urge New York State Governor Kathy Hochul to sign the bill.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby amends Resolution No. 319-25 by urging the Governor Hochul to sign Assembly Bill 2025-A.74 and Senate Bill S1183 into law.

BE IT FURTHER RESOLVED, that the remainder of Resolution No. 319-25 remains the same and unchanged.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7766

Agenda Date: 9/18/2025

Agenda #: 33.

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AMEND RESOLUTION NO. 202-16 AMENDING APPEARANCE FEES AND APPOINTING AUTHORITY OF STENOGRAPHERS.

WHEREAS, Resolution No. 202-16 was adopted by the Sullivan County Legislature on April 21, 2016, and

WHEREAS, Article 10-A of the Judiciary Law §321 authorizes the District Attorney to appoint stenographers to take testimony given before the grand juries in said county and §327 authorizes the County Legislature to fix compensation for said stenographers.

WHEREAS, the Grand Jury stenographic appearance fees were last set in 2016; and

WHEREAS, in addition to appearance fee compensation, Grand Jury stenographers are authorized to receive fees for transcription services as set forth in 22NYCRR 108.2

NOW THEREFORE BE IT RESOLVED the compensation of Grand Jury stenographers are authorized and shall be as follows:

Stenographer appearance fees shall not exceed \$225.00 per hour
G/L A1165-47-4704

BE IT FURTHER RESOLVED, that fees other than appearance fees shall be as authorized by 22 NYCRR 108.2

BE IT FURTHER RESOLVED, that the foregoing rates shall be effective as of August 1, 2025.

BE IT FURTHER RESOLVED, that everything else in Resolution No. 202-16 shall remain the same and unchanged.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7767

Agenda Date: 9/18/2025

Agenda #: 34.

Narrative of Resolution:

Authorize Sullivan County Early Intervention Program to reimburse respite providers for eligible children

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution:

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s):

If 'No,' specify proposed source of funds

Specify Compliance with Procurement Procedures:

Following OPWDD (Office for People with Developmental Disabilities) guidance

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE SULLIVAN COUNTY EARLY INTERVENTION PROGRAM TO REIMBURSE RESPITE PROVIDERS FOR ELIGIBLE CHILDREN

WHEREAS, The Early Intervention Program (EIP), in accordance with New York State Department of Education provides for respite services to eligible children; and

WHEREAS, Respite services are intended to provide support to parents or other caregivers who may otherwise be overwhelmed by the intensity and constancy of caregiving responsibilities that may be necessary for a child with special needs; and

WHEREAS, children must meet eligibility criteria for the Early intervention Program (EIP), and the respite services must be included on the eligible child's Individualized Family Service Plan (IFSP); and

WHEREAS, there is no Department of Health list of approved respite providers, Early Intervention officials must first reach out to agencies and individuals with experience in respite service delivery, such as those under the Office for People With Developmental Disabilities (OPWDD) Family Support Services Program; and

WHEREAS, this includes family reimbursement approaches in which families select, train, and supervise respite care workers; and

WHEREAS, respite providers need not be licensed or certified professionals; and

WHEREAS, the Department of Health allocates funds to municipalities for reimbursement of respite services on a population-based formula; and

WHEREAS, municipalities set the reimbursement rate for respite services; and

WHEREAS, the Early Intervention Official (EIO) determines the rate which is consistent with those currently used for

respite services under OPWDD Family Support Services Program; and

WHEREAS, the EIO for Sullivan County has determined the reimbursement rate to be \$17.50 per hour based on OPWDD guidance; and

WHEREAS, the Early Intervention Program (EIP) requests Sullivan County be allowed to pay the respite provider directly rather than reimburse the parent or caregiver; and

NOW, THEREFORE BE IT RESOLVED, that Sullivan County EIP be authorized to reimburse respite care providers at the recommended rate of \$17.50 per hour effective June 1, 2025, and;

BE IT FURTHER RESOLVED, that the respite care provider be reimbursed directly.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7768

Agenda Date: 9/18/2025

Agenda #: 35.

Narrative of Resolution:

Permit former owners to repurchase parcels

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO PERMIT FORMER OWNERS TO REPURCHASE PARCELS THAT WERE ACQUIRED BY THE COUNTY OF SULLIVAN BY VIRTUE OF AN IN REM TAX FORECLOSURE PROCEEDING

WHEREAS, pursuant to the provisions of Article 11 of the NYS Real Property Tax Law and pursuant to the Judgment of Foreclosure signed by the Hon. James Farrell, Sullivan County Court Judge dated June 24, 2025 and recorded in the Sullivan County Clerk’s Office on June 25, 2025, the County of Sullivan foreclosed upon all of the parcels noted on Schedules “A” annexed hereto; and

WHEREAS, after July 1, 2025, the County of Sullivan took title to various parcels noted on Schedule “A” by Deed dated and recorded on the 7th day of July, 2025 in the Sullivan County Clerk’s Office as Instrument #2025-4863; and

WHEREAS, in accordance with Sullivan County Local Law No. 6 of 2024, the County has received applications requesting that the parcels set forth on Schedule “A” attached hereto, be reacquired by the former owner(s) in consideration for the amount of delinquent taxes, interest, penalties, auction fees and recording fees, as the same were repurchased after the County took title to the same; and

WHEREAS, once a court order is executed, the County’s judgment on the parcels indicated on Schedules “A” will be removed and any and all liens upon the parcels on Schedule “A” shall be reinstated, nunc pro tunc.

NOW, THEREFORE, BE IT RESOLVED, the Sullivan County Legislature hereby approves the repurchases of the properties listed on Schedule “A” for the total sum of the delinquent taxes, interest, penalties, auction fees and recording fees, if applicable, pursuant to Sullivan County Local Law No. 6 of 2024.

REPURCHASE #4 - SCHEDULE "A"

482000 18.-1-13.4	Daniel and Tisha Curry
482000 32.-2-10.6	Adar Villas NYS 17B LLC
482000 37.-1-23./0401	J&G Family Irrevocable Trust
482000 42.-14-4	Oleg Gouivan
482000 42.-14-6	Oleg Gouivan
482000 42.-24-10	Jeanne Edelman, Remainderman; Alan Edelman, Life Tenant
482000 49.-12-3	Paul Chevalier
482801 103.-1-1	Manny Dancour & Eliya Menachem
482889 28.-1-50	1613 East 29 LLC
482889 42.-1-10.2	Hilda Steiger
482889 51.-3-10.2	Bernard & Marion Schickman
482889 51.-3-10.4	Bernard & Marion Schickman
482889 58.B-3-18	Alva Pisapia
482889 58.D-2-3	Robert Kelly Living Trust
482889 60.-1-56.1/2201	Leib Lefkowitz
483400 15.-1-62	Ihor Gene Duly
483400 15.-2-26	Gileta Enterprises LLC
483689 6.-1-29	Hyman Sommer
483689 6.-1-36	Mubeen Ashraf
483689 11.-2-7	Peter P Papapetru & Panagioti Amaxas
483689 11.-2-8	Peter P Papapetru & Panagioti Amaxas
483689 20.-3-4	Timmie Edwards
483689 22.-3-3	Jacqueline Tellez
483689 23.-1-45	Peter Guirguis
483689 35.-2-30.1	Kurt A. Malik
483689 47.-7-7	Thomas LaGattuta
484089 3.-1-9	Mattie A Kelley
484089 14.-1-22.2	Back River Hope Inc.
484601 111.-4-31	Roosa Avenue LLC
484601 112.-7-5	Roosa Avenue LLC
484601 113.-4-9	Broadway Estates Holding LLC
484601 115.-6-22	Menachem Friedman
484601 119.-3-21	Iglesia de Dios of Monticello
484601 119.-3-22	Iglesia de Dios of Monticello
484601 119.-3-30	Iglesia de Dios of Monticello
484601 119.-6-9	Mendel Guttman
484689 28.-1-4.13	100 Hamilton LLC
484689 28.-1-4.17	100 Hamilton LLC
484689 28.-1-4.41	100 Hamilton LLC
484689 52.C-1-43	Robert Kelly Living Trust
484689 52.J-5-12	Muriel Haberman
484689 52.K-2-24	Virgilio Soto
482801 105.-5-1	Nathan Blumenberg
482801 105.-5-2.1	Nathan Blumenberg
484089 66.-1-25.1	Nathan Blumenberg



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7769

Agenda Date: 9/18/2025

Agenda #: 36.

Narrative of Resolution:

INTRODUCED BY THE EXECUTIVE COMMITTEE TO APPROVE ALLOCATION OF 2025-2026 New York State Office of Children and Family Services funding and COUNTY FUNDS TO YOUTH PROGRAMS

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$317,786.00

Are funds already budgeted? Yes

If 'Yes,' specify appropriation code(s): A7310.40.4013; A7310-47-4794

Estimated Cost Breakdown by Source

County: \$130,000.00	Grant(s): \$0.00
State: \$187,786.00	Other: \$0.00
Federal Government: \$0.00	(Specify): \$0.00

Specify Compliance with Procurement Procedures:

WHEREAS, the County of Sullivan contracts with various agencies for services to youth through the Sullivan County Youth Bureau; and

WHEREAS, the County of Sullivan has appropriated \$130,000.00 in the 2025 Sullivan County budget and NYS Office of Children and Family Services has appropriated \$187,786 to provide funding to such agencies for their youth programs; and

WHEREAS, the Sullivan County Youth Bureau recommends the allocation of such funds to the following projects, in amounts not to exceed those listed:

County-funded programs:

Catskill Fly Fishing Center & Museum	\$ 8,000.00
Nesin Cultural Arts, Inc-Adaptive Lessons	\$ 4,000.00
Nesin Cultural Arts, Inc.-Baby and Me	\$ 5,000.00
Nesin Cultural Arts, Inc.-Connect to Your Future	\$ 5,000.00
Nesin Cultural Arts, Inc.-El Sistema	\$ 9,000.00
Nesin Cultural Arts, Inc.-Music and Theory Composition	\$ 1,000.00
River Rep Theatre Inc.	\$ 2,000.00

Rock Hill Fire Dept. Cub Scout Pack 101	\$ 5,000.00
Rock Hill Fire Dept. Girls Count Pack 1101	\$ 5,000.00
Sullivan 180, Inc.- MLK, Jr. Youth Summit 2026	\$10,000.00
Sullivan Public-Sunday Free Art Classes	\$ 5,000.00
Sullivan Public-Afterschool Program	\$10,000.00
Town of Cohecton- Youth Recreation	\$10,000.00
Town of Mamakating-Youth Recreation	\$10,000.00
Town of Thompson-Monthly Events	\$ 5,000.00
Tusten Social-Teen Enrichment Program	\$ 6,000.00
The Valley Fellowship, Ltd.-Roots & Boots	\$ 2,000.00
Town of Bethel-Youth Recreation	\$ 8,000.00
Town of Thompson-Thursday Night Lights	\$10,000.00
Town of Tusten-Winter recreation	<u>\$10,000.00</u>
	\$130,000.00

New York State Office of Children and Family Services Funded Programs:**Youth Development Programs**

County of Sullivan Administrative Costs-YDP	\$13,517.00
Bethel Woods Center for the Arts, Inc.- P.L.A.Y.	\$10,000.00
Town of Wallkill Boys & Girls Club-Monticello	\$ 8,000.00
Cornell Cooperative Extension Sullivan County-4H	\$10,000.00
The Delaware Company-Student Days	\$ 3,660.00
Fallsburg Library-Career Exploration & Employment	\$ 3,000.00
Fearless! Hudson Valley-Youth Education Program	\$10,000.00
Hurleyville Performing Arts Centre, Inc-Children's Creative	\$ 9,717.00
Jeff Stone Arch Inc.-The Hive Afterschool Program	\$ 4,000.00
Livingston Manor Free Library-Manor Ink	\$11,225.00
Nesin Cultural Arts, Inc.-Visual Arts	\$ 4,000.00
Town of Fallsburg-Museum Trip	<u>\$ 3,000.00</u>
	\$90,119.00

Youth Sports and Education Opportunity Funding

County of Sullivan Administrative Costs-YSEF	\$ 8,132.00
Cornell Cooperative Extension Sullivan County- Music & Movement	\$10,000.00
Delaware Youth Center	\$10,000.00
Town of Fallsburg-Holiday Mountain Ski Trip	\$ 6,000.00

Town of Fallsburg-Learn to Swim	\$ 3,000.00
Homestead School-Whole Student Wellness	\$ 4,080.00
Mamakating Library-Bike Safety Day	\$ 3,000.00
Nesin Cultural Arts, Inc.-Dance & Movement	\$ 5,000.00
Town of Thompson-Youth Sports Program	<u>\$ 5,000.00</u>
	\$54,212.00

Teams Funding

County of Sullivan Administrative Costs	\$ 6,518.00
Hudson Valley Athletic Club	<u>\$36,937.00</u>
	\$43,455.00

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature, for the County of Sullivan, approve the allocation to the aforementioned list of projects; and

BE IT FURTHER RESOLVED, that the County Manager be and hereby is authorized to execute any and all necessary documentation and papers in connection herewith, in such form as approved by the Sullivan County Department of Law.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7770

Agenda Date: 9/18/2025

Agenda #: 37.

Narrative of Resolution:

To authorize an inter-municipal agreement with the Town of Forestburgh and Town of Thompson to establish a cooperative framework for the joint review of the Town Line Solar Project.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF THOMPSON AND TOWN OF FORESTBURGH TO ESTABLISH A COOPERATIVE FRAMEWORK FOR THE JOINT REVIEW OF THE TOWN LINE SOLAR PROJECT

WHEREAS, the Townline Solar Project (“Project”) is proposed to be located within the Town of Thompson and the Town of Forestburgh, Sullivan County, New York; and

WHEREAS, the Project will be subject to review by the New York State Office of Renewable Energy Siting (“ORES”) pursuant to Executive Law § 94-c and its implementing regulations; and

WHEREAS, the Participating Governments each have an interest in ensuring that the Project is reviewed in a coordinated manner that protects environmental, land use, public health, safety, and community interests; and

WHEREAS, ORES regulations provide for the availability of local agency account (“intervenor”) funds to assist municipalities and local parties in participating in the permitting process; and

WHEREAS, the Participating Governments desire to jointly engage legal counsel and environmental/planning consultants to assist with the coordinated review of the Project and to maximize the potential to obtain and efficiently use intervenor funds.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature authorizes the County Manager to execute an intermunicipal agreement with the Town of Thompson and the Town of Forestburgh to establish a cooperative framework for the joint review of the Project, including the joint engagement of legal counsel and environmental/planning consultants, and to outline the mutual understandings regarding cost-sharing, coordination, and decision-making.; and

BE IT FURTHER RESOLVED, that the agreement shall be in a form that is approved by the County Attorney.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7771

Agenda Date: 9/18/2025

Agenda #: 38.

Narrative of Resolution:

To declare Lead Agency and issue a Negative Declaration associated with the State Environmental Quality Review for the Callicoon Park.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO DECLARE THE COUNTY OF SULLIVAN AS LEAD AGENCY AND ISSUE A NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT IN REGARDS TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) REQUIRMENTS FOR THE CALLICOON RIVERSIDE PARK, IN THE HAMLET OF CALLICOON

WHEREAS, The County of Sullivan ("County") has proposed the creation of a new riverside park on an abandoned campground on the banks of the Delaware River ("Project"); and

WHEREAS, the County has purchased a large parcel of land for the purpose of creating this park; and

WHEREAS, the Project is subject to the requirements of the State Environmental Quality Review Act (SEQRA) as defined in Title 5 NYCRR Section 617; and

WHEREAS, in accordance with the SEQRA requirements, the County of Sullivan is eligible to act as Lead Agency for the Project; and

WHEREAS, the Division of Planning, Community Development and Environmental Management has completed the review of the Title 5 NYCRR Section 617 regulations and has determined that the project will not have a significant adverse impact on the environment and concludes that the County Legislature issues a Negative Declaration.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County of Sullivan to declare designation of and act as Lead Agency for the SEQRA process for the project; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby accepts the Environmental Assessment described in the SEQRA Environmental Assessment Form ("EAF" attached hereto); and

BE IT FURTHER RESOLVED, that the Sullivan County legislature hereby issues a negative declaration

pursuant to the provisions of SEQRA and authorizes the County Manager, Chairperson of the County Legislature, and/or their authorized representative (as required by the source) to sign the EAF and any related SEQRA documents, in a form approved by the County Attorney.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. <ul style="list-style-type: none"> <li data-bbox="121 829 1485 861">i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No <li data-bbox="121 892 1485 924">ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No <li data-bbox="121 924 1485 955">iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No 		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? _____

b. What police or other public protection forces serve the project site?

c. Which fire protection and emergency medical services serve the project site?

d. What parks serve the project site?

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? Yes No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year

• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source.

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
--	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: _____

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____

 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: _____ %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____ **See Figure 5 - Aquifer Map** _____

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____	
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____ <i>ii.</i> Source(s) of description or evaluation: _____ <i>iii.</i> Extent of community/habitat: <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input type="checkbox"/> No See Figure 4 - Agricultural District Map If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>i.</i> If Yes: acreage(s) on project site? _____ <i>ii.</i> Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii.</i> Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <i>iii.</i> Designating agency and date: _____	

<p>e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes: See Section F</p> <p style="margin-left: 20px;">i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District</p> <p style="margin-left: 20px;">ii. Name: _____</p> <p style="margin-left: 20px;">iii. Brief description of attributes on which listing is based: _____</p>
<p>f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe possible resource(s): _____</p> <p style="margin-left: 20px;">ii. Basis for identification: _____</p>
<p>h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Identify resource: _____</p> <p style="margin-left: 20px;">ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____</p> <p style="margin-left: 20px;">iii. Distance between project and resource: _____ miles.</p>
<p>i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Identify the name of the river and its designation: _____</p> <p style="margin-left: 20px;">ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Major Basins:Upper Delaware
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes

E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Floodplain Grassland
E.2.n.i [Natural Communities - Acres]	0.2
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Comely Shiner, Swallowtail Shiner, Dwarf Wedgemussel, Brook Floater, Bald Eagle
E.2.p. [Rare Plants or Animals]	Yes
E.2.p. [Rare Plants or Animals - Name]	Delaware River Clubtail
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	Yes
E.3.i.i. [Designated River Corridor - Name]	Delaware River

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Project :

Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency’s reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land			
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>		
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>		

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property’s setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation The proposed action may result in a change to existing transportation systems. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.j) <i>If "Yes", answer questions a - f. If "No", go to Section 14.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy The proposed action may cause an increase in the use of any form of energy. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light The proposed action may result in an increase in noise, odors, or outdoor lighting. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health			
The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans			
The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character			
The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7772

Agenda Date: 9/18/2025

Agenda #: 39.

Narrative of Resolution:

Authorize the Sullivan County Visitors Association (SCVA) Tourism Grant Program

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$300,000

Are funds already budgeted? No

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: A-6410-40-4011

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE SULLIVAN COUNTY & SULLIVAN COUNTY VISITORS ASSOCIATION (SCVA) TOURISM GRANT PROGRAM

WHEREAS, the Sullivan County Legislature (“Legislature”) is committed to supporting successful tourism programming events; and

WHEREAS, Sullivan County (“County”) had previously adopted the Tourism Sector Enhancement Grant Program (“TSEG”) and guidelines; and

WHEREAS, the SCVA has proposed the Sullivan County & Sullivan County Visitors Association Tourism Grant Program (“Program”) that combines TSEG with an existing program administered by SCVA; and

WHEREAS, applications for funding through the Program shall be reviewed by a selection committee consisting of the following members:

- Matt McPhillips, Legislator District 1
- Catherine Scott, Legislator District 5
- Amanda Ward, Legislator District 8
- Terry Bernardo, Legislator District 9
- Heather Brown, Commissioner of Planning
- Tanya Hahn, SCVA Board Member
- Scott Samuelson, SCVA Board Member
- Michael Martelon, President/CEO SCVA; and

WHEREAS, any funding awards through the Program that exceed \$25,000 shall require approval from the

Sullivan County Legislature; and

WHEREAS, the contract between SCVA and the County must be modified to provide funding for this program.

NOW THEREFORE BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the attached Sullivan County & Sullivan County Visitors Association Tourism Grant Program; and

BE IT FURTHER RESOLVED, that a selection committee consisting of the members as outlined above shall be responsible for reviewing all applications, and may make awards of up to \$25,000; and

BE IT FURTHER RESOLVED, that any funding awards in excess of \$25,000 shall require approval from the Sullivan County Legislature; and

BE IT FURTHER RESOLVED, that authorization of the Tourism Sector Enhancement Grant Program is hereby rescinded; and

BE IT FURTHER RESOLVED, that all funds are reimbursable, and

BE IT FURTHER RESOLVED, that the County Manager is authorized to enter into a modification agreement with Sullivan County Visitors Association to provide an additional \$300,000 for the purpose of funding this program, in such form as approved by the County Attorney.

Sullivan County & Sullivan County Visitors Association (SCVA) Tourism Grant Program Handbook

FY2025-2026

Purpose

The SCVA Tourism Grant Program exists to reinvest lodging tax revenues into strategic tourism development initiatives that generate overnight stays, strengthen Sullivan County's visitor economy, and enhance the region's appeal through events, culture, and hyper-local storytelling.

Guiding Principles

- Roomnights First: The origin of our funding is lodging tax. Our top priority is supporting initiatives that demonstrably drive overnight visitation.
- Equity Through Structure: Funding is allocated across distinct grant categories to ensure fairness, transparency, and strategic alignment.
- Performance-Oriented: We reward outcomes, not intentions. Post-grant reporting is mandatory.
- Scalable Investment: Grant funding is capped at 25% of SCVA's annual budget to ensure its sustainability.

Total Grant Funding Available: \$750,000 *(based on a total budget of \$3+ million)*

Category Allocations

Category	% Allocation	Budget Cap
Roomnight-Focused Grants	60%	\$450,000
Arts & Culture Enhancement	15%	\$112,500
Hamlet & Micro-Brand Grants	10%	\$75,000
Events & Festivals Support	15%	\$112,500

Roomnight-Focused Grants (Up to \$450,000 Total)

Purpose: To support programs, marketing campaigns, and initiatives that increase overnight visitation to Sullivan County.

- Eligible Uses:
 - Lodging-linked promotions or packages
 - Event-driven campaigns with proven visitor draw
 - Tech incentives for lodging data sharing
 - Digital ad co-ops with regional hospitality partners
- Evaluation Criteria:
 - Forecasted roomnights
 - Booking window and LOS (length of stay) targets
 - Inclusion of lodging partners
 - Data capture or analytics proposed
- Reporting Requirements:
 - Proof of lodging impact (e.g., zip code data, hotel partner metrics, Key Data Dashboard exports)

Arts & Culture Enhancement (Up to \$112,500 Total)

Purpose: To amplify the county's arts scene as a key amenity for cultural travelers and off-season visitors.

- Eligible Uses:
 - Exhibitions or installations targeting visitors
 - Artist residencies with public-facing programming
 - Venue enhancement for tourism use
 - Arts festivals with multi-day visitor appeal
- Evaluation Criteria:
 - Visitor relevance and public access
 - Alignment with shoulder season objectives
 - Marketing reach outside Sullivan County
 - Contribution to the county's brand narrative
- Reporting Requirements:
 - Attendance demographics
 - Tourism media mentions or campaign metrics

Village, Hamlet & Micro-Brand Grants (Up to \$75,000 Total)

Purpose: To help local chambers, civic groups, and businesses develop unique, visitor-facing identities.

- Eligible Uses:
 - Logo/brand development
 - Seasonal campaigns tied to DMO strategy
 - Interpretive signage, wayfinding, storytelling
 - Local walking tours, maps, or history projects
- Evaluation Criteria:
 - Quality and consistency of brand story
 - Link to DMO-wide messaging pillars
 - Ability to improve visitor navigation or awareness
 - Collaboration with businesses or artists
- Reporting Requirements:
 - Brand/toolkit usage by local stakeholders
 - Social/digital performance or engagement

Events & Festivals Support (Up to \$112,500 Total)

Purpose: To seed, scale, or sustain high-quality events that increase visitor interest and extend length of stay.

- Eligible Uses:
 - Production support or vendor hiring
 - Ticketing, logistics, or ADA upgrades
 - Event marketing with overnight promotion
 - Traffic management or safety improvements
- Evaluation Criteria:
 - Multi-day visitor potential
 - Geographic draw (especially beyond 60-mile radius)
 - Lodging integration (packages, codes, referrals)
 - Track record or scalability of the event
- Reporting Requirements:
 - Attendance and zip code reporting
 - Visitor surveys or occupancy partner feedback

Grant Timeline

Phase	Date Range One	Date Range Two
Applications Open:	September 1, 2025	January 6, 2026
Info Sessions:	September 10–20, 2025	January 13–23, 2026
Applications Due:	October 15, 2025	February 14, 2026
Awards Announced:	November 15, 2025	March 14, 2026
Funds Distributed:	January 2026	April 2026
Reports Due:	Within 60 days post-project	Within 60 days post-project

Marketing Approval and In-Kind Requests

SCVA Marketing Approval, Consulting, Creative and Media Assistance

- Marketing Approval: For the purposes of developing marketing consistency in the county, SCVA will require marketing plan and creative development to be approved by SCVA in advance of execution.
- Consulting: By request, SCVA will provide marketing consultation by request.
- Creative: By request, SCVA will work with its local agency to provide creative development and execution to grantees.
- Media: By requested, SCVA will provide media in local/regional partner publications with the ability to drive awareness in the region.

Application Requirements

- Completed online application form
- Detailed budget with matching funds (preferred)
- Project plan and timeline
- Expected visitor impact, especially overnight
- Commitment to provide final reporting
- Marketing Approval and In-Kind Requests documentation

Tracks and Scoring

Two Grant Tracks

- *Catalyst Grants*: New ideas, new audiences, innovation (risk-tolerant).
- *Legacy Grants*: Proven winners with established ROI or roomnight impact (risk-managed).

Post-Grant Accountability

- Require a one-page report including:
 - ✓ Lodging metrics or zip code capture
 - ✓ Visitor-facing outcomes (web visits, walk-ins, etc.)
 - ✓ Learnings or tweaks for next cycle

Communication & Support

- SCVA staff will host grant workshops for first-time applicants.
- FAQs, sample applications, and reporting templates will be posted online.
- Staff is available for 1-on-1 consultations by appointment.

Scoring Rubric (Applied Across All Categories)

Criteria	Weight
Alignment with Category Goals	15%
Visitor/Community Impact Potential	25%
Feasibility and Budget Clarity	15%
Matching Funds	15%
Marketing/Outreach Strategy	15%
Innovation, Equity, or Underserved Area	15%

DRAFT



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7773

Agenda Date: 9/18/2025

Agenda #: 40.

Narrative of Resolution:

“Opt In” to settlement agreements with eight (8) Opioid Manufacturers

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$0

Are funds already budgeted? Choose an item.

If ‘Yes,’ specify appropriation code(s): Click or tap here to enter text.

If ‘No,’ specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO ALLOW THE COUNTY MANAGER TO “OPT IN” TO SETTLEMENT AGREEMENTS ON BEHALF OF SULLIVAN COUNTY TO RESOLVE OPIOID LITIGATION AGAINST EIGHT OPIOID MANUFACTURERS, ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS

WHEREAS, the opioid crisis has devastated countless families and communities in Sullivan County; and

WHEREAS, having risen to the status of an epidemic the County of Sullivan wishes to take steps to address this crisis in a meaningful way; and

WHEREAS, many of the opioids placed into the chain of commerce in Sullivan County have been produced by Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and/or Zydus (collectively, the “Manufacturers”); and

WHEREAS, the County of Sullivan has joined with many other municipalities in prosecuting litigation against several of the manufacturers and distributors of opioids, including, without limitation, the Manufacturers; and

WHEREAS, proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against the Manufacturers; and

WHEREAS, eligible subdivisions, including Sullivan County, within each participating state, including the State of New York, must decide whether to participate in each Settlement; and

WHEREAS, any subdivision that does not participate cannot directly share in any of the settlement

funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds; and

WHEREAS, in order for the County to be considered for initial participation calculations and payment eligibility under the Settlements, the County must complete, execute and submit the Combined Participation Form and Release and the Sharing Agreement provided by the Opioids Implementation Administrator, on or before October 8, 2025.

NOW THEREFORE BE IT RESOLVED, that effective upon the passing of this resolution the County Manager is hereby authorized to complete, execute and submit the Combined Participation Form and Release, the Sharing Agreement, and any other necessary documents, in such form as shall be approved by the County Attorney, on behalf of the County of Sullivan; and it is further

RESOLVED, that the County Manager, and or County Attorney, is hereby authorized to participate in the Settlement discussions and negotiations on behalf of the County of Sullivan.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7774

Agenda Date: 9/18/2025

Agenda #: 41.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO ADOPT AN UPDATED PORTION OF THE HIPAA COMPLIANCE POLICY AND ADD SAID UPDATE TO THE SULLIVAN COUNTY EMPLOYEE PRACTICES HANDBOOK

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

WHEREAS, since the adoption of the County of Sullivan's HIPAA Compliance Policy, there have been numerous changes to regarding the subject matter; and

WHEREAS, the Commissioner of Human Resources/Personnel Officer has been working with the County's Compliance Officer to update the aforementioned policy to ensure that the County's policy is in full compliance with the current laws; and

WHEREAS, the Sullivan County Legislature has reviewed the proposed updated HIPAA Compliance Policy;

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby adopts the attached updated HIPAA Compliance Policy and same may replace the current HIPAA Compliance Policy in the Sullivan County Employee Practices Handbook effective immediately.

HIPAA COMPLIANCE POLICY

Sullivan County is considered a “hybrid entity” under the Health Insurance Portability Accountability Act of 1996 (or HIPAA) – i.e., an entity whose business activities include both covered and non-covered functions. Therefore, certain County divisions, departments, offices and agencies will regularly deal with individuals’ personal health information (PHI) and others may not. Whether or not you regularly deal with such information, the County’s HIPAA standards apply to you.

It is our policy that each employee shall comply with the HIPAA Privacy Rule and Security Rule, and each employee shall protect the confidentiality of protected health information (as discussed below).

DEFINITIONS

“Affected Individual” for the purposes of this policy only, an Affected Individual means a County employee, contractor, vendor, intern, and volunteer or any party acting on behalf of the County.

“Business Associate” means a person or entity who creates, receives, maintains or transmits protected health information for a function or activity of the County which involves the use or disclosure of individually identifiable health information. Examples of functions include claims processing or administration, data analysis, processing or administration, quality assurance, billing and benefit management. Services include legal, accounting and consulting.

“Covered Health Care Component” means each of the County departments designated as “health care components” of the County (see Health Care Components of the County section).

“Protected Health Information” or “PHI” means individually identifiable health information collected from an individual; any information, including demographic information, collected from an individual that is created or received by Sullivan County, its workforce or business associates. PHI can relate to past, present or future physical, or mental health or condition of an individual. In addition, PHI can relate to past, present or future payment for the provision of healthcare to an individual which identifies the individual or with respect to which there is reasonable basis to believe that information can be used to identify the individual. Examples of PHI include (but are not limited to):

- Name, address (including street address, city, county, zip code, and equivalent geocodes), names of employer, names of relatives, elements of dates (birth, death, admission and discharge), telephone numbers, fax numbers, electronic mail addresses, social security number, medical record number, member or account number, certificate/ license number, voice/fingerprints, photos, occupation or any other unique identifying number of characteristic or code.

“Retaliation” for the purposes of this policy only, retaliation is any adverse action taken against an individual and includes but is not limited to discharge, suspension, discipline, demotion, penalization, harassment, intimidation, threats, change of assignment, exclusion, avoidance, shunning, lack of recognition, discrimination or being passed over for promotion or assignment against any Affected Individual or recipient of service.

“Workforce” is defined as employees, elected officials, volunteers, trainees, and other persons who conduct, in the performance of work for Sullivan County, is under the direct control of Sullivan County, whether or not they are paid by the covered entity.

HIPAA PRIVACY AND SECURITY OFFICERS

The Compliance Officer is the HIPAA Privacy Officer and is designated by the Sullivan County Manager. The Compliance Office is located on the 2nd floor of the Government Center. The Compliance Officer can be reached at 845-807-0664 or Sullivanprivacyofficer@sullivanny.gov

Sullivan County's Chief Information Officer is identified as the HIPAA Security Officer by the Sullivan County Manager. The HIPAA Security Officer can be reached at 845-807-0110 or Sullivansecurityofficer@sullivanny.gov

HEALTH CARE COMPONENTS OF THE COUNTY

Each of the following are hereby designated “health care components” under HIPAA Regulations:

- Department of Social Services (Medicaid and Personal Care)
- The Department of Community Services (Behavioral Health Clinic)
- Public Health Services (LTHHC, CHHA, Early Intervention, Preschool Supported Health Services)
- Adult Care Center
- Office for the Aging (Case Management)
- Risk Management & Insurance (Self-Insured Plan)
- Bureau of EMS (EMS Fly Car Services)
- Jail (Medical Unit)

NOTICE OF PRIVACY PRACTICES

The Notice of Privacy Practices is created by the Compliance Office and shall contain all information required under federal regulations regarding the Notice of Privacy Practices.

Each Covered Health Care Component shall prominently post a copy of the current Notice of Privacy Practices in a location accessible to individuals applying for or receiving services.

Each Covered Health Care Component shall post the current version of its Notice of Privacy Practices on the website where services are described.

Any individual applying for or receiving health care services from Sullivan County shall be provided with the Covered Health Care Component’s Notice of Privacy Practices at the first encounter, or as soon thereafter as is possible.

Acknowledgement of Receipt of the Notice of Privacy Practices shall be attempted and retained in accordance with the Covered Health Care Component’s departmental procedures. If an Acknowledgment of Receipt cannot be obtained, the Covered Health Care Component must document the attempt to obtain the acknowledgment and the reasoning why a signed acknowledgment could not be obtained. Record retention requirements shall apply.

INVOLVING INFORMATION TECHNOLOGY SERVICES

To safeguard protected health information, all software utilized by any County Division, Department, Office, Agency, or Unit of the County must be under the jurisdiction of the Division of Information

Technology Services. Departments wishing to utilize new and updated software shall engage the Chief Information Officer before engaging with services, vendors, contractors, etc.

BUSINESS ASSOCIATES AND BUSINESS ASSOCIATE AGREEMENTS

The County shall include in any health care-related contract with a third party a statement regarding HIPAA Privacy obligations, also known as the Business Associate Agreement (BAA).

In collaboration with the County Attorney's Office, the HIPAA Privacy Officer and the HIPAA Security Officer are the responsible individuals for the County's Business Associate Agreement template. Departments are responsible for understanding which services and operations require a Business Associate Agreement.

Business Associate Agreements are also in place between specific County departments that share protected health information. For example, the Department of Public Health has a BAA in place with several departments due to the nature of information exchanged.

Failure to follow the terms of a Business Associate Agreement or contract with the County may result in sanctions including and up to termination of contract.

DEPARTMENT PRIVACY DESIGNEES

The County Manager shall appoint a Privacy Designee in each Covered Health Care Component. Department Privacy Designees are expected to facilitate and maintain the upholding of all County and Department HIPAA Compliance Privacy and Security policies and procedures. Department Privacy Designees sit on the County's Administrative Oversight Committee (AOC). The HIPAA Privacy Officer is responsible for creating and updating the County's privacy standards and communicating with each Privacy Designee who will be responsible for the coordination and implementation of the respective department's privacy standards.

Department Privacy Designees shall consult the HIPAA Privacy Officer and/or the HIPAA Security Officer when questions and or concerns arise on the application of County and Department Privacy and Security Policy or Procedure. Department Privacy Designees shall inform the HIPAA Privacy Officer and the HIPAA Security Officer immediately of any HIPAA Compliance issue that arises. The report shall include evidence describing the issue, outstanding questions and concerns, and key witness information. Department Privacy Designees are expected to keep the HIPAA Compliance Office abreast of changes, updates, new issues, etc. during the course of an active investigation. Departments and Department Privacy Designees are expected to cooperate throughout the investigation and demonstrate professionalism at all times.

COVERED HEALTH CARE COMPONENT WALKTHROUGHS

On a monthly basis, the Department Privacy Designee in each Covered Health Care Component shall complete a walkthrough of their department to ensure compliance with the County's HIPAA standards. Walkthroughs specifically apply to all environments and scenarios where Protected Health Information (PHI) is accessed, stored, processed, or transmitted. This includes, but is not limited to, physical locations where PHI is handled, electronic systems used for PHI management, and all staff interactions involving PHI. The scope of the walkthrough is designed to ensure comprehensive adherence to HIPAA standards across all relevant facets of departmental operations. The HIPAA Security Officer and HIPAA Privacy Officer will conduct quarterly unannounced visits in each Covered Health Care Component to further reinforce comprehensive HIPAA compliance.

COMPLAINT PROCESS

Complaints should be first reported to the respective department's Privacy Designee. The Department Privacy Designee shall then contact the HIPAA Privacy Officer. If the Department Privacy Designee is not available or if the individual prefers, questions, concerns and complaints can be forwarded to the HIPAA Privacy Officer or in the absence of such officer, to the County Manager.

It is the policy of Sullivan County that all complaints relating to the protection of health information be investigated and resolved in a timely fashion. The HIPAA Privacy Officer is duly authorized to review and investigate complaints and implement resolutions in collaboration with the HIPAA Security Officer if the complaint stems from a valid area of non-compliance with the HIPAA Privacy and Security Rule. Any recommendations for employee discipline will be made to the appropriate department head, the Commissioner of Human Resources, the County Attorney, and the Deputy County Manager.

The HIPAA Privacy Officer is the responsible individual for reporting founded breaches to the Office of Civil Rights (OCR). Reporting to other regulatory authorities (NYS Office of Mental Health, NYS Department of Health, etc.) may be required depending on the nature of the incident and shall be reported, as necessary, by the HIPAA Privacy Officer.

EDUCATION/TRAINING

Sullivan County provides training on HIPAA standards to members of the workforce which includes employees in the County's Covered Health Care Components and County departments designated as Business Associates of such Covered Health Care Components.

The training shall be provided to all members of the workforce within a reasonable period of time after an individual joins the workforce and annually thereafter.

The training shall be provided to each member of the workforce whose functions are affected by a material change in the policies or procedures required by the Privacy or Security Rule, within a reasonable period of time after the material change becomes effective.

Participation in training shall be documented and include the date of training, trainer's name, participants and the topics covered.

The County's HIPAA standards can be found on the SC Portal and are listed under HIPAA Compliance. All employees should review this information at least annually.

MINIMUM NECESSARY: ROLE-BASED ACCESS

Sullivan County workforce and Business Associates will access or disclose only the minimum amount of PHI necessary to provide services and benefits to clients. This will be in accordance with the Covered Health Care Component's department-specific policies.

Sullivan County workforce will make reasonable effort to limit the amount of PHI used or disclosed to the minimum necessary to effectively accomplish the activity. Departments subject to the requirements stated herein shall implement procedures for safeguarding PHI especially when a conflict of interest is noted. Sullivan County workforce will follow the Covered Health Care Component's department specific policies for the minimum necessary PHI to be used or disclosed.

Accessing PHI out of curiosity is not allowed. You must only access the PHI that is necessary for you to perform your job. The County conducts audits in PHI containing platforms for instances of unauthorized access. This is called snooping for PHI and may result in disciplinary action including and up to termination.

CONFLICTS OF INTEREST

The County considers it to be a conflict of interest for its workforce to provide healthcare to family members or where another conflict of interest exists. All Affected Individuals shall fully disclose all situations involving an actual or potential conflict of interest, whenever such situations arise in written format.

The written disclosure shall include the Affected Individual(s) full name, department(s) and title(s), the date the conflict was made known, and a description of the actual or potential conflict.

The County will take reasonable efforts to ensure that Affected Individuals are not assigned to their family members. In dire emergency situations, an Affected Individual may provide a service where a conflict of interest exists.

MEDICAL RECORD REQUESTS

All PHI obtained on behalf or created on a patient/client is confidential and is to be safeguarded in accordance with County policy and procedure.

Sullivan County will not use or disclose information unless either:

- The client has authorized the use or disclosure in accordance with the County's standards.
- The use or disclosure is permitted by Sullivan County policy or federal and/or state law or regulation.

Sullivan County's Covered Health Care Components will adopt procedures to reasonably safeguard client information.

All complaints related to the unauthorized use or disclosure of protected health information shall be promptly reported.

NON-RETAILIATION

The County is committed to a non-retaliation policy and recognizes the various State and Federal applicable laws and will protect any Whistleblower. Retaliation is any adverse action taken against an individual because they:

- Exercised any right established under the County's HIPAA Compliance standards and procedures.
- Participated in any process established by the County's HIPAA Compliance standards including the filing of a complaint or participating in the investigation of such complaint.

- Testified, assisted, or participated in an investigation, compliance review, proceeding, or hearing relating to the policies and procedures.

Any County employee or individual doing business with the County who engages in retaliation may be subject to disciplinary action including but not limited to termination or sanctions including but not limited to termination of contract.

DISCIPLINARY ACTION: SANCTIONS

Failure to adhere to the County's HIPAA Compliance standards may result in additional training, counseling or disciplinary action including but not limited to and including termination. A monetary fine could be imposed by the government on the individual that breaches patient/client confidentiality.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7775

Agenda Date: 9/18/2025

Agenda #: 42.

Narrative of Resolution:

To authorize spending from the Sullivan County Opioid Settlement Fund

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$27,486

Are funds already budgeted? No

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Sullivan County Opioid Settlement Fund

Specify Compliance with Procurement Procedures: Response to R-23-17

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE SPENDING FROM THE SULLIVAN COUNTY OPIOID SETTLEMENT FUND

WHEREAS, the County of Sullivan is a party to litigation seeking to hold opioid supply chain participants accountable for harm done to our community and many others; and

WHEREAS, approved uses of these funds include the treatment of opioid use disorder, support for people in treatment and recovery, connecting people to care, addressing the needs of criminal justice-involved persons, addressing the needs of pregnant or parenting women and their families, preventing the over-prescribing and dispensing of opioids, preventing overdose deaths, supporting first responders, and providing coordination, training, research and analysis of all of these efforts; and

WHEREAS, settlements with some, but not all, of the litigants permit use of said funds for the purpose of funding law enforcement expenditures related to the opioid epidemic; and

WHEREAS, County staff and Pillar Leads of the Sullivan County Drug Task Force have identified additional opportunities to enhance collective efforts at reducing the harmful effects of substance use disorder in our community; and

WHEREAS, the Sullivan County Sheriff's Office and District Attorney's Office have made effective use of technology tools in narcotics investigations and has a continued need to use such tools to break apart illicit drug distribution networks.

NOW, THEREFORE, BE IT RESOLVED, that the following additional expenditures of Sullivan County's Opioid Settlement Funds are authorized:

NOT TO EXCEED: \$27,486 - Cellebrite and GrayKey Subscription renewals

BE IT FURTHER RESOLVED, that the Sullivan County Legislature authorizes the Sullivan County Manager to make the necessary budget amendments to increase revenue and expense accounts based on the spending plan; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature authorizes the Sullivan County Manager to procure the items and services in this spending plan including the authority to enter into the necessary contracts upon satisfactory completion of all applicable Sullivan County acquisition policies, with such contracts to be in a form as the County

Attorney shall approve.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7783

Agenda Date:

Agenda #: 43.

Narrative of Resolution:

Accept and/or Reject Bids made at the September 2025 Public Auction

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY NADIA RAJSZ, CHAIR OF THE LEGISLATURE TO ACCEPT AND/OR REJECT BIDS MADE AT THE SEPTEMBER 2025 PUBLIC AUCTION FOR REAL PROPERTY ACQUIRED BY VIRTUE OF THE IN REM TAX FORECLOSURE PROCEEDINGS.

WHEREAS, the Sullivan County Legislature authorized auctions to be conducted by Absolute Auctions and Realty, Inc. for real property acquired by virtue of the In Rem tax foreclosure proceedings, and

WHEREAS, Absolute Auctions and Realty, Inc conducted an auction on September 17, 2025 and

WHEREAS, by the Terms of Sale, the County reserved the right to withdraw any property listed in the notice of sale from the auction and further required that all such bids at the auction be approved or rejected by the Sullivan County Legislature, and

WHEREAS, the Real Property Advisory Board recommends all bids made at said auction be accepted, and

WHEREAS, the successful bidders will have until 5:00 p.m. on Friday, October 17, 2025, pursuant to the terms and conditions of the auction, to pay the balance due to the Sullivan County Treasurer's Office or any deposit remitted will be forfeited, and

WHEREAS, the successful bidders must purchase all parcels they were the successful bidders for, and

WHEREAS, if the successful bidder(s) do not remit the balance of the bid amount by Friday, October 17, 2025, pursuant to the terms and conditions of the auction, the parcels will be reoffered for sale to the second bidders, and the deposit(s) will be forfeited, and

NOW, THEREFORE, BE IT RESOLVED, the bids recorded at the real property auction held on September 17, 2025 are hereby accepted and the Chairman of the Sullivan County Legislature is hereby authorized and directed to execute the necessary documents to convey such title to the successful bidder, or to the party to whom conveyance shall be made, and

BE IT FURTHER RESOLVED, the Sullivan County Treasurer is authorized to forfeit and retain any deposits made on bids that are not paid in full on or before 5:00 p.m. on October 17, 2025, pursuant to the terms and conditions of the auction.