

OFFICE OF THE SUPERVISOR

Telephone
(914) 277-3637
Fax
(914) 276-0082

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

ROBERT SCORRANO
SUPERVISOR



**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, DECEMBER 8, 2022
www.somersny.com**

6:00PM – Executive Session

A. PUBLIC HEARING:

2023 Preliminary Budget

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

B. TOWN BOARD:

1. Town of Somers Covid-19 – Update
2. New Westchester Power Solar Credit Offering – Discussion – Leo Wiegman – Sustainable Westchester
3. Authorize the Supervisor to execute the Renewal Contract for the Town's 2023 Tax Map Maintenance with CAI Technologies, per email from Teresa Stegner, Assessor, dated September 8, 2022.
4. New Building Fee Structure – Discussion
5. Nutrition Programs Contract – American Rescue Plan Grant - Discussion

**SOMERS TOWN BOARD
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C. PARKS & RECREATION: No additional business.

D. FINANCIAL:

1. Authorize 2022 General Fund Budget transfers per email from Robert Kehoe, Director of Finance.

E. HIGHWAY: No additional business.

F. PERSONNEL:

1. Current Vacancies:

- a. Affordable Housing Board (1- 2-year term ending 7/11/2024.)
- b. Assessment Board of Review (1- 5-year term ending 9/30/2023.)
- c. Partners in Prevention (2- 3-year terms ending 12/31/2022.)
- d. Partners in Prevention (1- 3-year term ending 12/31/2023.)

2. Upcoming Vacancies - Terms Expiring in 2022:

- a. Partners in Prevention (2- 3-year terms ending 12/31/2022.)
- b. Planning Board (1- 7-year term ending 12/31/2022.)
- c. Zoning Board of Appeals (2 – 5-year terms ending 12/31/2022)

3. Acknowledge the retirement of Denise Schirmer from her full-time status, as such she will leave her part-time position as Secretary to the Architectural Review Board effective January 11, 2023. Denise will continue in her Secretary to the Zoning Board of Appeals part-time position effective January 12, 2023.
4. Authorize the rehiring of Mr. Nicholas Hinkley as full-time Road Maintainer at an annual salary of \$56,787.54 (until Union Contract Determination) which he will receive 90% of for the first six months at an hourly rate of \$24.5715 then he will receive 95% after 26 weeks. Upon completion of one year of service, he will receive the full salary rate, per memo dated November 30, 2022 from Nicholas DeVito, Superintendent of Highways effective December 5, 2022 contingent upon the successful results of a physical, drug test, reference, background, and driver license checks.

G. PLANNING & ENGINEERING: No additional business.

**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, DECEMBER 8, 2022
www.somersny.com**

H. POLICE: No additional business.

I. PROPOSED CONSENSUS AGENDA:

1. Authorize the following SEQRA/Professional Service Fee refunds per November 29, 2022 memos from Dave B. Smith, Town Planner:
 - a. \$591.51 Verizon Wireless at Heritage Hills
Refund of SEQRA/Professional Service Fee, TM: 17.05-20-2
 - b. \$1,036.25 Verizon Wireless at 294 Route 100
Refund of SEQRA/Professional Service Fee, TM: 17.19-1-1
 - c. \$2,365.73 Verizon Wireless at 2580 Route 35 (Santaroni)
Refund of SEQRA/Professional Service Fee, TM: 37.13-2-3
 - d. \$1,330.00 Verizon Wireless at Somers Commons
Refund of SEQRA/Professional Service Fee,
TM: 4.20-1-11.6
2. Release the following per December 2, 2022 memo from Steven Woelfle, Engineering Department:
 - a. \$31,000.00 Agreement and Undertaking for the Road Drainage and Related Improvements – Greenbriar-Somers Corp. – Bank Account #700225048
 - b. \$930.00 Agreement and Undertaking for the Erosion Control – Greenbriar-Somers Corp. – Bank Account #700225055
3. Authorize the Supervisor to execute the application to reserve temporary use of the Somers Town House Green from Mr. Mitchell Kaufman for display of the Town Menorah from December 17, 2022 through January 9, 2023.

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WORK SESSION 7:00PM
THURSDAY, DECEMBER 8, 2022**
www.somersny.com

2022 Calendar

December 8, 2022	7:00pm	Town Board Work Session Public Hearing: 2023 Preliminary Budget
December 15, 2022	7:00pm	Town Board Regular Meeting
December 28, 2022	9:00am	Town Board Special Meeting

2023 Calendar

January 5, 2023	7:00pm	Town Board Organization Meeting Town Board Work Session
January 12, 2023	7:00pm	Town Board Regular Meeting
February 2, 2023	7:00pm	Town Board Work Session
February 9, 2023	7:00pm	Town Board Regular Meeting
March 2, 2023	7:00pm	Town Board Work Session
March 9, 2023	7:00pm	Town Board Regular Meeting

Sent to:
TB, ITA, TC
12/2/2022
AD

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, THAT THE PRELIMINARY BUDGET OF THE TOWN OF SOMERS FOR THE FISCAL YEAR BEGINNING, JANUARY 1, 2023

has been approved by the Town Board of the Town of Somers and filed in the office of the Town Clerk at the Town House, Somers, New York where said budget is available for inspection by any interested person during regular office hours.

FURTHER NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Somers will meet and hold a public hearing on said Preliminary Budget at the Town House 335 Route 202, Somers, New York, on Thursday evening, December 8, 2022 at 7:00 P.M. and that at such public hearing any person may be heard in favor or against any item or items contained therein.

Pursuant to Section 108 of Town Law, the proposed salaries of the following Town

Officers are hereby specified as follows:

COUNCILMAN (4) each	\$ 14,904.00
SUPERVISOR	\$126,480.00
TOWN CLERK	\$ 98,151.00
SUPERINTENDENT OF HIGHWAYS	\$126,193.00

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF SOMERS

Patricia Kalba
Town Clerk – Town of Somers

Dated: November 10, 2022

The 2023 Preliminary
Budget is Available in
the Town Clerk's Office
and on the Town's
Website at
SOMERSNY.COM
under the News Section

Sent to:
TB, TH, TC
8/29/2022 & 12/5/2022
KD

Westchester Power

Town of Somers- Board Work Session



9/1/22

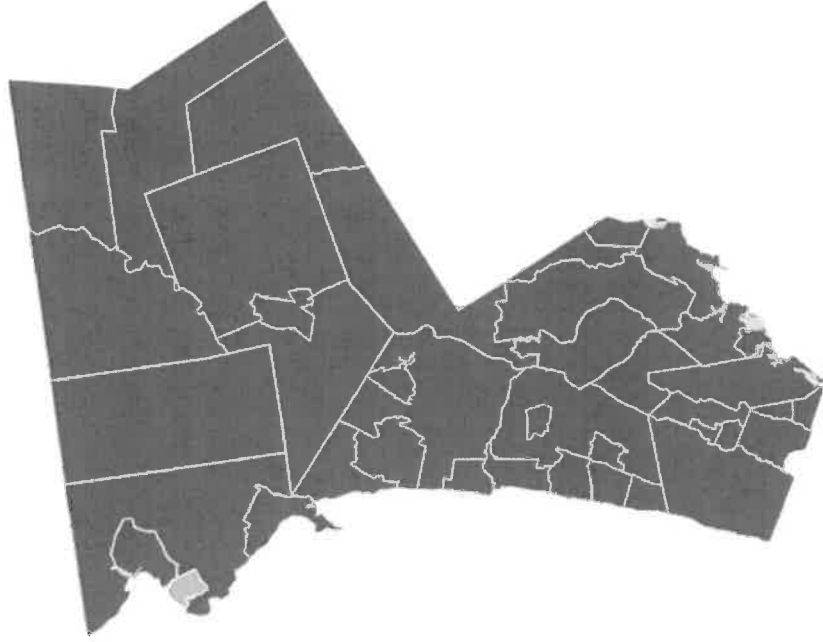
Presented by:

Carmen Santos, Manager, Solar Programs



**SUSTAINABLE
WESTCHESTER**

SUSTAINABLE WESTCHESTER

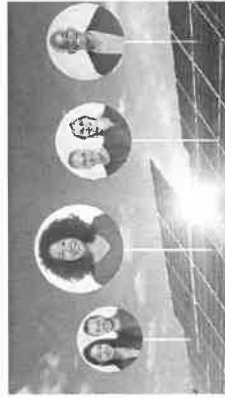
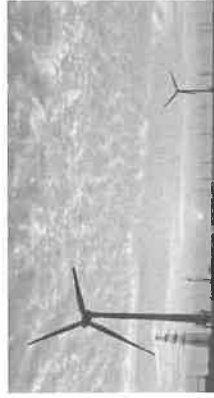


- Sustainable Westchester is a local nonprofit based in Mount Kisco, New York.
- Members include 45 municipalities (cities, towns, and villages) in Westchester, including the County itself.
- Offers environmentally & fiscally sound solutions to build resilient communities.
- Many of our programs focus on achieving a “clean energy” environment.

SUSTAINABLE WESTCHESTER PROGRAMS

COMMUNITY ENERGY

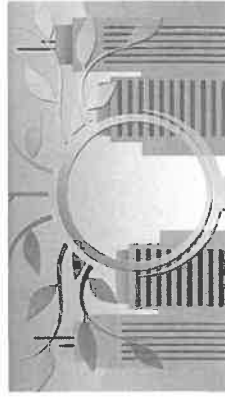
WESTCHESTER POWER



COMMUNITY SOLAR

BUILDING ENERGY

CLEAN HEATING & COOLING EnergySmart HOMES & COMMERCIAL



GRID REWARDS™

ELECTRIFICATION SOLUTIONS

CLEAN TRANSPORTATION



SUSTAINABLE LANDSCAPING LAND CARE AND ELECTRIC TRANSITION

ZERO WASTE

RECYCLE RIGHT APP



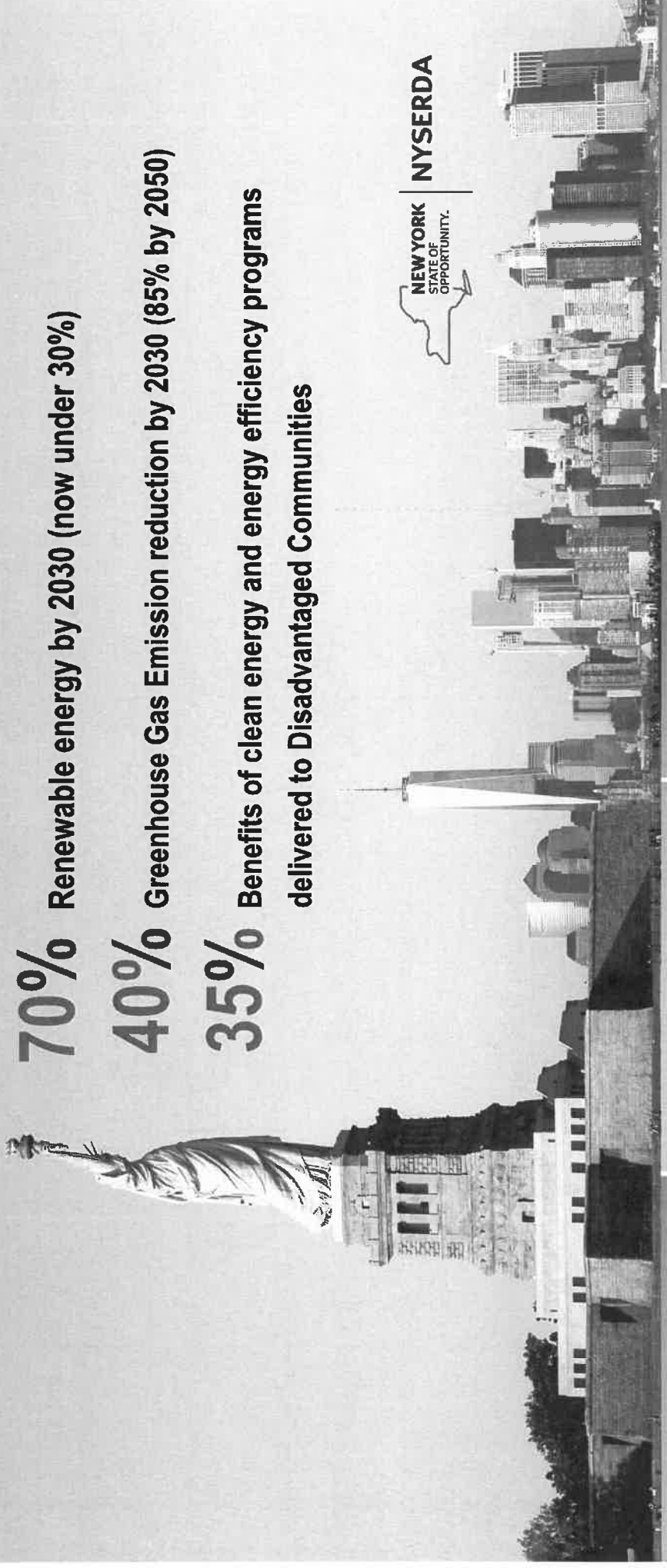
NYS CLIMATE LAW: LEADS THE NATION

Climate Leadership and Community Protection Act

- 70%** Renewable energy by 2030 (now under 30%)
- 40%** Greenhouse Gas Emission reduction by 2030 (85% by 2050)
- 35%** Benefits of clean energy and energy efficiency programs delivered to Disadvantaged Communities



NYSERDA

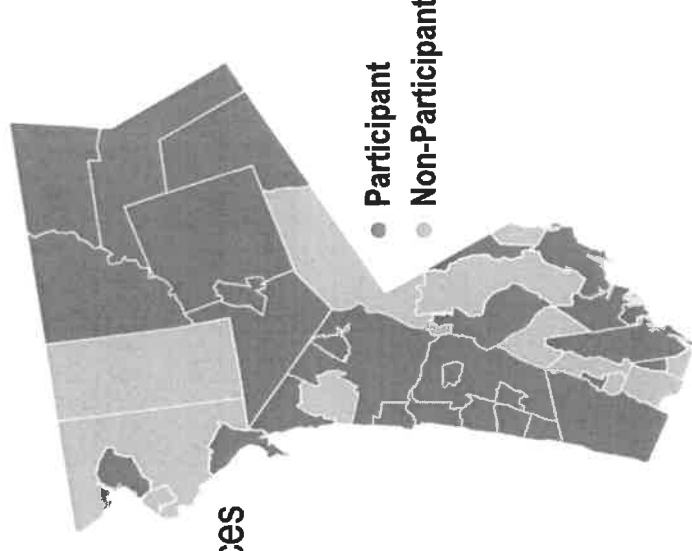


1. What is Westchester Power?

- Community energy program administered by Sustainable Westchester for 29 Participating Municipalities (a.k.a. “Community Choice Aggregation (CCA)”)
- Regulated by NYS Public Service Commission (PSC)
- Municipally reviewed and approved as a safe avenue for clean energy choices
- Program uses opt-out model for all its offerings
- Two offerings from Westchester Power:
 - **Electricity Supply** launched in 2016 (fixed rate electricity supply) from renewable energy or standard grid mix. 145,000 households and small businesses participate in 29 municipalities.

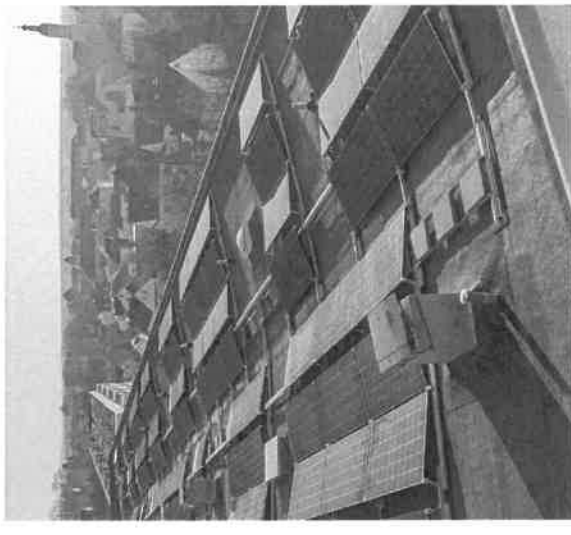
NOTE: Electricity Supply offering is not available for households enrolled in the utility’s assistance programs because fixed rate cannot guarantee saving.

- **Solar Credit** launching Q4 2022 (enhanced community solar)



2. **Westchester Power's Solar Credit offering**

- A enhanced **community** (shared) **solar** offering that provides **solar credits** (monetary savings) in electricity bills to eligible participants on an **opt-out basis**.
- Low- to moderate-income households are our **top priority** to receive solar credit savings and increase climate justice.
- Because solar credits do guarantee savings, **all households enrolled in utility's assistance programs** are eligible to receive solar credits.
- The Solar Credit offering will be made available to **all Westchester County municipalities**.



2.1. Timeline for launching Solar Credit offering



- **Aug 2021:** Sustainable Westchester submits Solar Credit plan to NYS PSC.
- **Oct 2022:** Estimated NYS PSC approval our Solar Credit plan.
- **Jul - Dec 2022:** Municipalities adopt the local Enabling Law.
- **Oct 2022 - ongoing:** Begin the required 60 day education and outreach in municipalities that choose to participate in the offering.
- **Jan 2023 - ongoing:** Obtain NYS approval for each municipality that undergo 60 days of outreach.
- **Apr - May 2023:** Households enrolled in the utility assistance program in first participating municipalities start to see the savings.
- **2023 - 2024:** Continue enrolling utility assistance program households as more solar projects are contracted.
- **2024 - beyond:** After serving all the assistance program households, the offering is expanded to households/businesses/organizations in Disadvantaged Communities and eventually to all others across Westchester County.

2.2. Why are households in utility assistance program a priority for the Solar Credit offering?

- Households enrolled in the utility assistance programs face the highest burden of energy costs with greatest need for any savings from solar credits.
- Utility assistance program participants may be recipients of:
 - Home Energy Assistance Program (HEAP)
 - Supplemental Nutrition Assistance Program (SNAP)
 - Supplemental Security Income (SSI)
 - Temporary Aid to Needy Families (TANF)
 - Safety Net Assistance (SNA)
 - Medicaid and other similar programs...

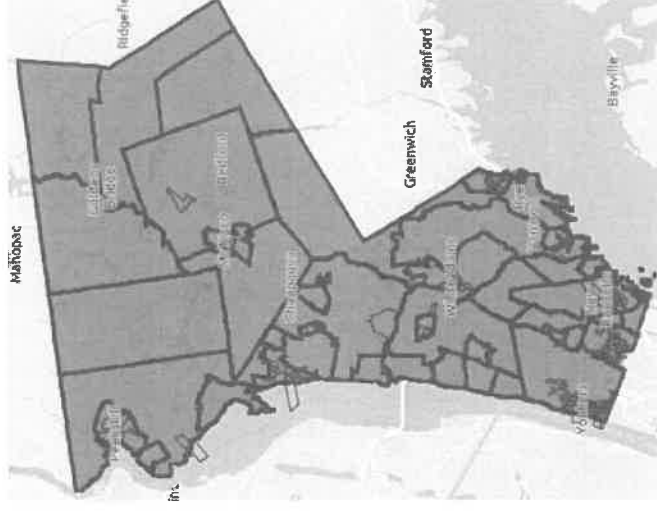
Note: Enrollees in utility' energy assistance programs are referred to as Assistance Program Participants (APP) by the PSC.



2.3. How do we prioritize utility assistance program households?

- 30,000+ households in utility assistance programs in Westchester County and approximately 144 in Somers, according to US Census American Community Survey data.
- Households in census tracts designated as Disadvantaged Communities (DACs) are being prioritized.
 - DAC criteria is developed by the Climate Justice Working Group and takes into account Environmental Burdens and Population Vulnerabilities.
- Then households in non-DAC designated census tracts with the lowest Area Median Household Income will be prioritized.
- Households in utility's assistance programs in municipalities that adopt the enabling law sooner will be prioritized over those municipalities that adopt it later on.
- We will enroll households in utility's assistance programs across all municipalities participating in the Solar Credit offering before moving to the next customer group, households in DACs **not** in the utility's assistance programs.

Source: <https://climate.ny.gov/>



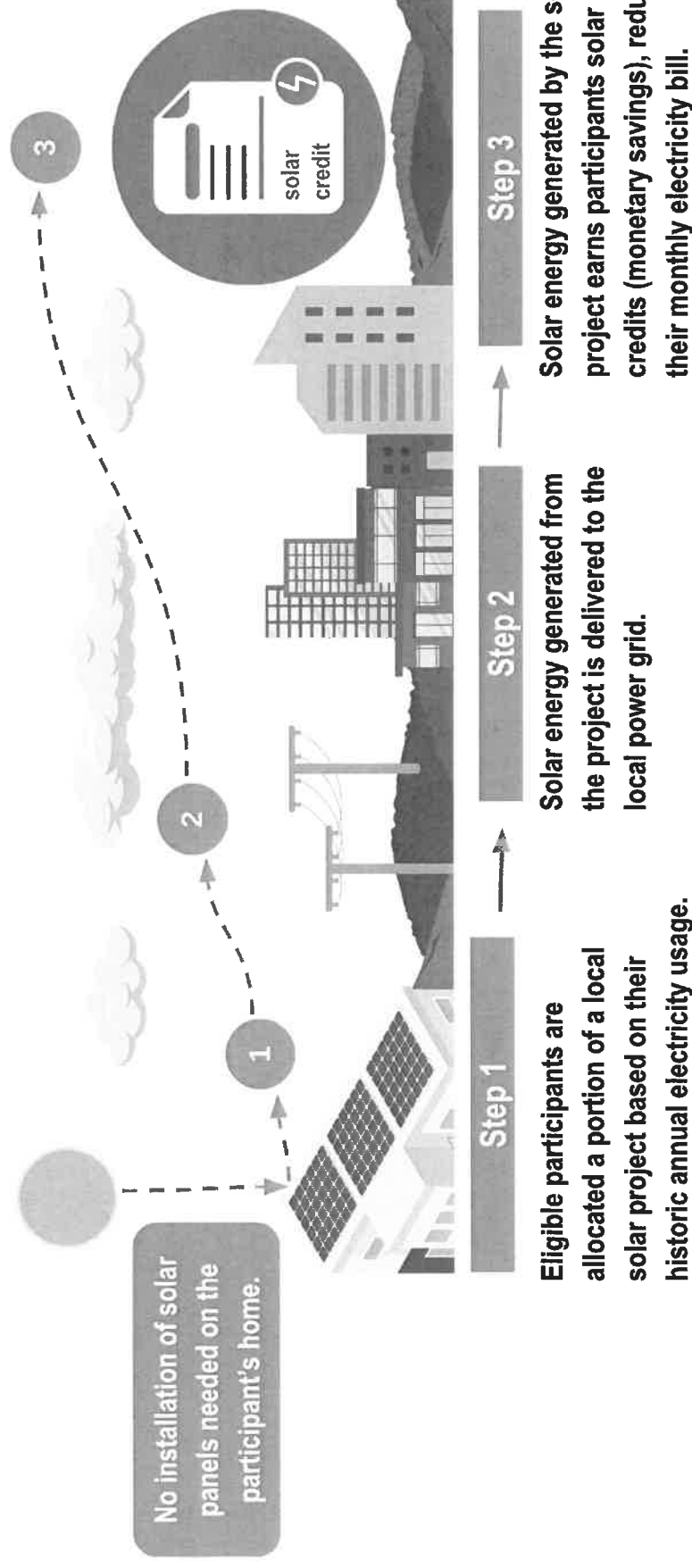
- Designated Disadvantaged Communities



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2.4. How does the Solar Credit offering work?

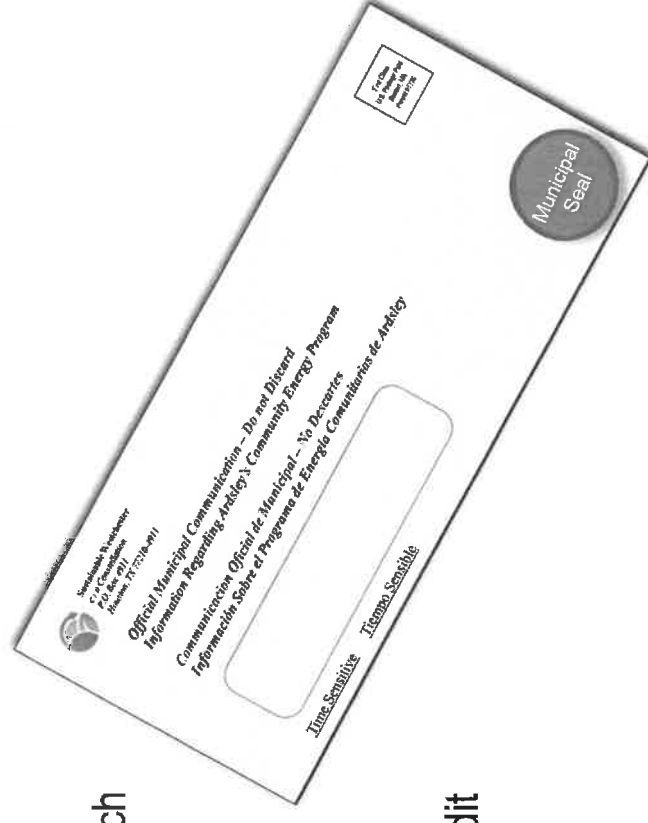
The Solar Credit offering uses NYS's community solar model:



2.4. (cont'd) How does the Solar Credit offering work?

Notification and Enrollment Process:

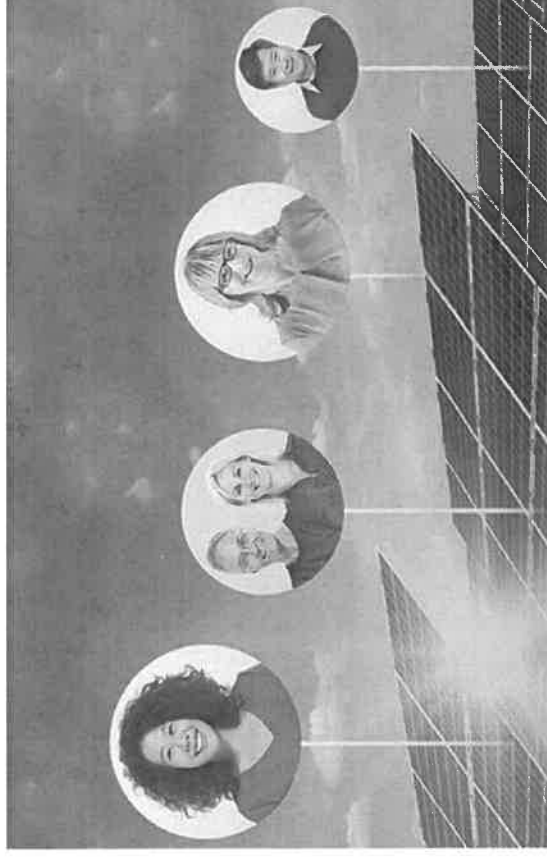
1. Sustainable Westchester performs targeted outreach in each participating municipality through meetings, webinars, etc.
2. Notification letters are sent to each eligible household as local solar project capacity becomes available.
3. Eligible community members have 30 days to opt out before being automatically enrolled as subscribers to the Solar Credit offering.
4. Households that choose not to opt out of the offering are matched to a local solar project for enrollment using NYS community solar model.



2.4. (cont'd) How does the Solar Credit offering work?

The Solar Credit offering uses an opt-out model:

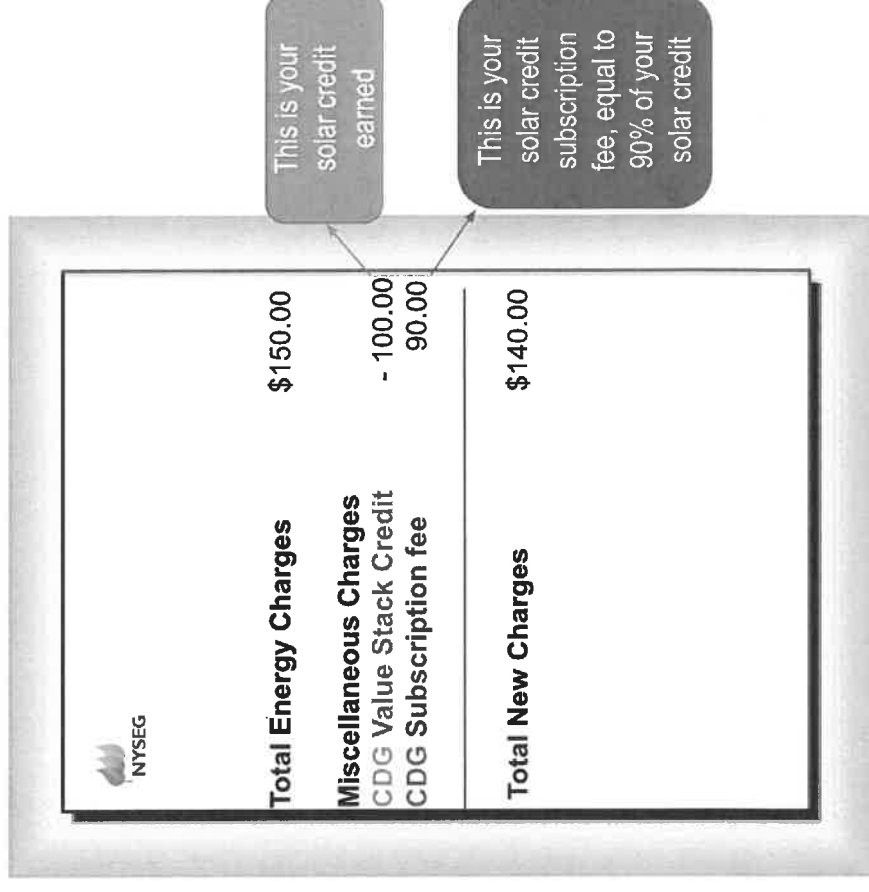
- Although NYS's community solar model has been around for **over 5 years**, the participation of low-to-moderate income households on an sign-up basis has been very low to date, despite **significant** efforts to reach them.
- To reach and direct benefits to low-to-moderate income households on a large scale, Sustainable Westchester is using the **Westchester Power program and its opt-out model**.



2.5. (cont'd) How savings applied to your electricity bill?

For example in this NYSEG bill the participant's **electricity charge is \$150** this month:

1. The participant earned a **\$100 solar credit**, titled “CDG Value Stack Credit” on the participant’s bill
2. **\$90 solar credit subscription fee** is applied, titled “CDG Subscription fee” on the participants bill
3. After the subscription fee reduces the solar credit, the participant **retains \$10 (10% of the solar credit savings)**
4. The participant **pays \$140 in total**. Resulting in a \$10 savings on their overall electric bill this month!



The diagram shows a NYSEG electricity bill with the following items:

Total Energy Charges	\$150.00
Miscellaneous Charges	
CDG Value Stack Credit	- 100.00
CDG Subscription fee	90.00
Total New Charges	\$140.00

Two callout boxes point to the bill items:

- A box pointing to the "CDG Value Stack Credit" line item says: "This is your solar credit earned"
- A box pointing to the "CDG Subscription fee" line item says: "This is your solar credit subscription fee, equal to 90% of your solar credit"



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2.6. What are the benefits for solar credits?

Benefits for Households:

- Save on each electricity bill!
 - Average assistance program household saves \$110/year (\$9/month).
 - 30,000+ households in utility's assistance programs have potential \$62 million in savings over 20 years.
- How customers pay their bills will remain the same. Solar credit savings will be printed on each bill.
- Remain enrolled in utility assistance programs! When eligible participants receive solar credits, this has no impact on their current assistance program benefits



2.6. (cont'd) What are other benefits for solar credits?

Benefits for Households:

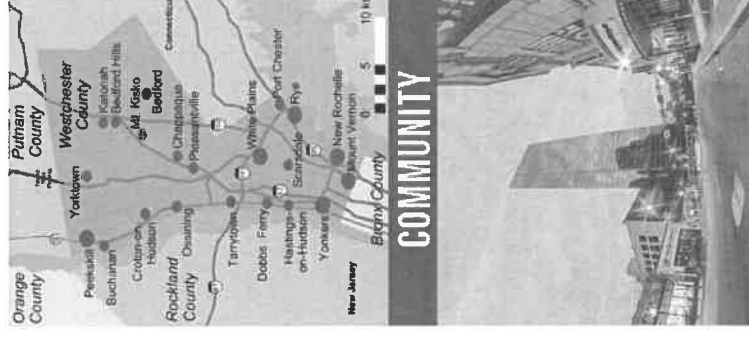
- Keep preferred electricity supplier
 - If you have ConEd now, you can keep ConEd with no impact on or effect from your solar credits.
- Use your power to choose.
 - Eligible participants may choose to participate by doing nothing or to opt out by calling, emailing, or mailing us at any time at no cost.
- Cancel anytime without penalty.
- Support a local solar farm
 - Solar credits must come from solar farms in ConEd territory.
 - Each project decreases fossil fuel use, improves air quality, and provides local jobs for installation and operation.



2.6. (cont'd) What are other benefits for solar credits?

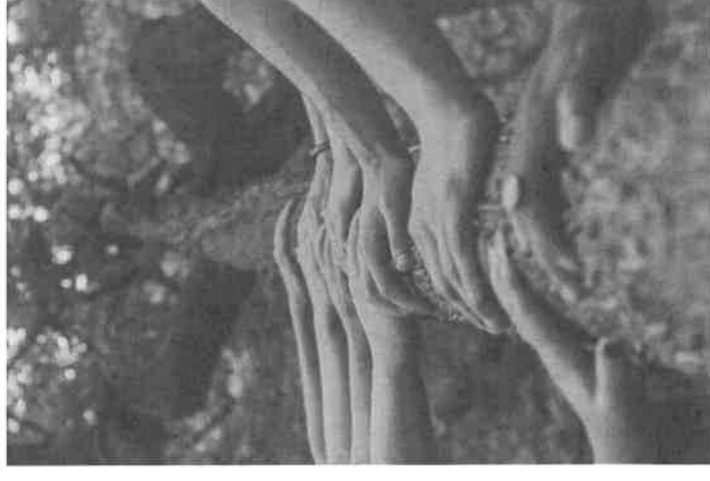
Benefits for Communities:

- Promotes climate justice
- Strengthens local economies with retained savings
- Stimulates and accelerates local renewable energy development at scale, along with environmental benefits & green jobs
- Advances several Reforming the Energy Vision and Climate Leadership and Community Protection Act goals



2.7. Our Support Services for Solar Credit offering

- Community outreach – virtual and in-person (as available)
- community information sessions
- Collateral material (to include newsletter content, social media, flyers, etc.)
- Notification letter sent directly to eligible residents and small businesses to include program offerings, opt-out option and resources links
- Customer service – Monday through Friday, 9am to 5pm (phone calls and emails)
- Support for spanish-speaking residents by offering materials and customer service in Spanish





2.8. Next steps for Somers

1. Municipalities that wish to make the Solar Credit offering available to their eligible residents must:
 - Adopt Updated Enabling Law: The PSC requires that participating municipalities adopt specific language adopting the Solar Credit offering.
 - Sign the Administration Agreement: To enable the Solar Credit offering for your constituents, your municipality must execute the Administration Agreement.
2. After the enabling law is adopted, Sustainable Westchester starts targeted community outreach
 - For NYS approval of municipal participation we must submit:
 - a copy of municipality's up-to-date local enabling law,
 - evidence of at least 2 months of outreach and education after adoption of the enabling law, and
 - a sample notification letter.

2.9. Enabling Law Updates

- The major impetus behind these updates of the enabling law is recent decisions by the PSC that have clarified CCA's procedures and inclusion of new product offerings such as opt-out Community Distributed Generation under CCA
- Sustainable Westchester has worked on definitions of both existing terms and new terms and concepts to help our municipalities participate in opt-out CDG
- This work has been reviewed by the Department of Public Services and Pace Energy & Climate Center

2.10. What else can municipalities do to help our Solar Credit offering?

- Involve Sustainable Westchester in all solar and energy storage projects for which your municipality is a stakeholder
 - Some of these projects may be able to brought into the Solar Credit offering





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THANK YOU!

Carmen Santos, Manager, Solar Programs

Carmen@sustainablewestchester.org, 914-242-4725 x 105

Summary: New Westchester Power Solar Credit Offering

How does the Solar Credit offering work?

The New York State Public Service Commission (PSC) is reviewing the Sustainable Westchester implementation plan to offer **solar credit (monetary) savings** through the Westchester Power program to eligible residents. We hope to roll out the Solar Credit offering in 2022, with the first cohort of eligible residents seeing solar credit savings on utility bills by early 2023.

Our new Solar Credit offering supports local solar projects. Participants will be matched with a specific solar farm and receive solar credit savings on their electricity bill each month. The solar credits applied to participants' electricity bills are based on the value of the solar energy produced by their share of the solar farm each month.

Is the Solar Credit offering compatible with the Electricity Supply offering?

Yes! Per the PSC, eligible customers may participate in both offerings, except for Assistance Program Participants, who are not eligible to participate in the fixed-rate Electricity Supply offering and only eligible for the guaranteed savings of the Solar Credit offering.

How does the Solar Credit offering provide guaranteed savings?

The solar credits are applied to each participant's monthly electricity bills resulting in savings for the customer. Due to our aggregation of thousands of participants, the typical discount we obtain will be larger than New York State's required minimum discount of 5%. The specific savings amount is yet to be determined.

Why are underserved residents a priority to receive the benefits of the Solar Credit offering?

Our Solar Credit offering will be made available first to residents in participating municipalities who are enrolled with the utility's low-income assistance programs. These members of our community face the highest burden of energy costs and, therefore, have the highest need for any savings flowing from New York's transition to clean energy.

Once we have completed enrollment of this customer group, we will enroll other low-to-moderate-income and Environmental Justice Area residents not enrolled in the utility's low-income assistance program. Third, we will enroll small business customers located in and serving low-to moderate-income neighborhoods and Environmental Justice areas. We are identifying these groups on a census tract basis.

As we acquire further solar capacity, the Solar Credit offering will be rolled out to include additional Westchester Power electricity supply residents and small businesses in your municipality.

Will Sustainable Westchester provide community outreach and education?

Yes! Sustainable Westchester will offer ongoing community support and customer service throughout the implementation of the Westchester Power Solar Credit offering. Importantly, we will submit a package to the Department of Public Service for approval of municipal participation in the offering,

including evidence of at least 2 months of outreach and education, a copy of the updated enabling law, and a sample notification letter.

Our outreach and education activities will include:

- Community outreach – virtual and in-person (as available) community information sessions
- Collateral material (to include newsletter content, social media, flyers, etc.) for distribution by municipality/CAC/Sustainability & Environmental Committees, supporting information and messaging on Sustainable Westchester’s website and social media platforms
- Notification letter sent directly to eligible residents and small businesses to include program offerings, opt-out option and resources links
- Customer service (via our Mount Kisco team) answering constituents’ questions and concerns, Monday through Friday, 9 am to 5 pm (phone calls and emails)
- Support for residents with Spanish-speaking materials and customer service

(last updated 5/17/2022)

DRAFT resolution calling for public hearing.

Resolution calling for Public Hearing on the Local Law to update the Community Choice Aggregation (Energy) Program in the ___City/Town/Village___ of _____

On motion of _____, seconded by _____, the following resolution was adopted by the ___Board of Trustees/City Council___ of the ___City/Town/Village___ of _____, New York:

WHEREAS, the ___City/Town/Village___ established a Community Choice Aggregation (Energy) Program in ___[Date]_____; and

WHEREAS, the ___City/Town/Village___ wishes to amend Chapter _____ of its Community Choice Aggregation Program to incorporate opt-out Community Distributed Generation pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law;

NOW, THEREFORE BE IT RESOLVED: that the ___Village Board of Trustees/City Town Council___ hereby calls for a Public Hearing on ___, 2022 at ___ pm in the meeting room of the ___Municipal Building___ to consider Local Law Introductory No. ___ of 2022 creating Chapter ___ of the Village Code.

LOCAL LAW NO. ____

A LOCAL LAW TO AMEND ITS COMMUNITY CHOICE AGGREGATION (ENERGY)
PROGRAM IN THE City, Town, Village of

Be it enacted by the City Council/Town Board/Board of Trustees of City, Town, Village, City of
_____ as follows:

Section 1. Chapter ____ of the Code of the City, Town, Village of titled “Community Choice Aggregation (Energy) Program,” is hereby amended to read as follows:

ARTICLE I

§1. Legislative findings; intent and purpose; authority.

A. It is the policy of both the City, Town, Village of and the State of New York to reduce costs and provide cost certainty for the purpose of economic development, to promote deeper penetration of energy efficiency and renewable energy resources such as wind and solar, and wider deployment of distributed energy resources as well as to examine the retail energy markets and increase participation of and benefits for Eligible Customers in those markets. Among the policies and models that may offer benefits in New York is community choice aggregation (“CCA”), which allows local governments to procure electric and natural gas supply on behalf of its Eligible Customers.

B. The purpose of this CCA Program is to allow participating local governments including City, Town, Village of to procure Energy Services, such as energy supply and Community Distributed Generation (CDG) Credits, for their Eligible Customers, who will have the opportunity to opt out of the procurement, while maintaining transmission and distribution service from the existing Distribution Utility. This Chapter establishes a program that will allow the City, Town, Village of to put out Energy Services for bid. Eligible Customers will have the opportunity to have more control to lower their overall energy costs, to spur clean energy innovation and investment, to improve customer choice and value, and to protect the environment; thereby, fulfilling the purposes of this Chapter and fulfilling an important public purpose.

C. The City, Town, Village of is authorized to implement this COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law; and State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 20, 2016, hereinafter the CCA Framework Order).

D. This Chapter shall be known and may be cited as the “COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM Law of the City, Town Village of”.

§2. Definitions.

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meanings set forth below, or if not so defined, as employed in the State of New York Public Service Commission's Uniform Business Practices:

Community Choice Aggregation Program (or "CCA Program"): A municipal energy procurement program that replaces the incumbent utility as the default electric and/or gas Supplier for all Opt-out Eligible Customers within the *City, Town, Village of*. The CCA Program may include Community Distributed Generation Credits on an opt-out basis and other DER offerings on an opt-in basis.

Community Distributed Generation (or "CDG"): Community shared renewables program expanding customer access to the environmental and system benefits of qualifying renewable project generation located behind a non-residential host meter based on remotely sharing net metering or VDER monetary credits through a monetary credit applied to the utility bills of Participating Customers.

Community Distributed Generation Credits (or "CDG Credits"): The monetary credit applied to the utility bills of Participating Customers through the CDG program.

Customers:

Eligible Customers: Customers of electricity and/or natural gas eligible to participate in CCA, either on an Opt-out or Opt-in basis, as delineated in the CCA Framework Order.

Opt-out Eligible Customers: Eligible Customers that are eligible for opt-out treatment as delineated in the CCA Framework Order.

Participating Customers: Opt-out eligible customers who have been enrolled subsequent to the opt-out process and other customers who have opted in.

Customer-specific Data: Utility data for all Opt-out Eligible Customers including account holder name, service address, primary language, if available, any customer-specific alternate billing name and/or address, and other relevant, authorized data.

Distributed Energy Resources (or "DER"): Reforming the Energy Vision (REV) initiatives that further engage and/or reduce cost of service for participating consumers, optimize system benefits, and/or address infrastructure and demand challenges within the geography of the CCA including, but not limited to, local renewable energy projects, Community Distributed Generation, peak demand management, energy efficiency, demand response, energy storage, community resilience microgrid projects, and other innovative initiatives.

Distribution Utility: Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission.

Energy Services: The provision of energy supply as electric power and/or natural gas or the provision of DER offerings.

Public Service Commission (or "PSC"): New York State Public Service Commission.

Suppliers: Energy service companies (ESCOs) and/or DER providers and/or other entities with authority to provide Energy Services for Participating Customers in connection with this Chapter.

Sustainable Westchester, Inc. (or “Sustainable Westchester”): A not-for-profit organization comprised of member municipalities in Westchester County, New York.

Value of Distributed Energy Resources (or “VDER”): REV proceeding (Case 15-E-0751) that replaces the net metering program with a weighted value stack tariff mechanism for accurately pricing Distributed Energy Resources on the grid as a reflection of their system value. Value stack components include the price of energy, capacity, avoided carbon emissions, cost savings to customers and utilities, demand reduction and locational relief. The goal of this proceeding is to increase DER penetration and benefits of DER installations.

§3. Establishment of a Community Choice Aggregation (Energy) Program.

A. A Community Choice Aggregation (Energy) Program is hereby established by the City, Town, Village of, whereby the City, Town, Village of shall work together with Sustainable Westchester to implement the CCA Program to the full extent permitted by the CCA Framework Order, as set forth more fully herein. The City, Town, Village of role under the CCA Program involves the aggregating of demand for energy of its Eligible Customers and the entering into contracts for Energy Services. Under the CCA Program, the operation and ownership of the utility service shall remain with the Distribution Utility.

B. The City, Town, Village of participation in a CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The City, Town, Village of will not take over any part of the electric or gas transmission or distribution system and will not furnish any type of utility service, but will instead negotiate with Suppliers on behalf of Participating Customers.

C. In order to implement the CCA Program, the City, Town, Village of will adopt one or more resolutions that outline the process of and conditions for participation in the CCA Program, including but not limited to signing a contract for a compliant bid with one or more Suppliers, all as consistent with the Local Law and the CCA Framework Order.

D. The Public Service Commission supervises retail markets and participants in these markets through legislative and regulatory authority and the Uniform Business Practices, which includes rules relating to the eligibility of participating Suppliers, the operation by which Suppliers provide Energy Services and the terms on which customers may be enrolled with Suppliers.

§4. Procedures for Eligibility; Customer Data Sharing.

A. As permitted by the CCA Framework Order, the City, Town, Village of may request from the Distribution Utilities aggregated customer information by fuel type, service classification and other relevant, authorized data.

B. Sustainable Westchester, on behalf of the City, Town, Village of shall issue one or more requests for proposals to Suppliers to provide energy to participants and may then award one or more contracts in accordance with the CCA Program.

- C. Sustainable Westchester or the City, Town, Village of, if the City, Town, Village of so chooses, will then request Customer-specific Data from the Distribution Utility in accordance with the CCA Program.
- D. Sustainable Westchester or the City, Town, Village of, if the City, Town, Village of so chooses, and the selected Supplier(s) will then notify Opt-out Eligible Customers of the contract terms and opportunity to opt out of the CCA Program energy supply and/or CDG Credits.
- E. In accordance with and for purposes of the CCA Framework Order, the Distribution Utility will provide to Sustainable Westchester Customer-specific Data (including usage data, capacity tag obligations, account numbers, and service addresses) of all Eligible Customers in the City, Town, Village of.
- F. Sustainable Westchester and the City, Town, Village of will protect customer information as required by law, subject to the CCA Framework Order and the limitations of the New York State Freedom of Information Law.

§5. Choice of Energy Supplier; Opt-Out Notice and Procedure.

- A. The City, Town, Village of will notify, or will cause notification of, its Opt-out Eligible Customers by letter notice of the City, Town, Village of establishing the CCA Program, of the contract terms with the Supplier, and of the opportunity to opt out of the CCA Program offerings.
- B. The letter notice will be sent to each Opt-out Eligible Customer at the address provided by the Distribution Utility and explain the CCA Program and the material provisions of the Supplier contract, identify the methods by which the customer can opt out of the CCA Program, and provide information on how the customer can access additional information about the CCA Program.
- C. The opt-out period shall be at least thirty (30) Days.

§6. Verification and Reporting.

- A. Sustainable Westchester shall be responsible for filing an annual report with the Public Service Commission as required in the CCA Framework Order.

Section 2. This local law shall take effect upon filing with the Secretary of State.

DRAFT resolution adopting Local Law.

Resolution calling for adoption of the Local Law to establish ~~update the~~ Community Choice Aggregation (Energy) Program in the ___ City/Town/Village ___ of _____

On motion of _____, seconded by _____, the following resolution was adopted by the ___ Board of Trustees/City Council ___ of the ___ City/Town/Village ___ of _____, New York:

WHEREAS, the ___ City/Town/Village ___ established a Community Choice Aggregation (Energy) Program in its Resolution dated _____ pursuant to the State of New York Public Service Commission's Order Granting Petition (Commission Case 14-M-0564) of Sustainable Westchester for Expedited Approval of the Implementation of a Pilot Community Choice Aggregation Program with the County of Westchester;

WHEREAS, the State of New York Public Service Commission has approved changes to Community Choice Aggregation programs by incorporating opt-out Community Distributed Generation feature;

WHEREAS, the ___ City/Town/Village ___ wishes to update its Community Choice Aggregation Program to incorporate opt-out Community Distributed Generation pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law;

WHEREAS, Local Law Introductory No. ___ of 2021 has been drafted to reflect such language to update Chapter ___; and WHEREAS, the ___ City/Town/Village ___ would like to establish a Community Choice Aggregation (Energy) Program and wishes to implement a Community Choice Aggregation Program pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law; and

WHEREAS, Local Law Introductory No. ___ of 2015 has been drafted to reflect such language to create Chapter ___; and

WHEREAS, a Public Hearing was held and closed on _____, 2015,

NOW, THEREFORE BE IT RESOLVED: that the ___ Village Board of Trustees/City Town Council ___ hereby adopts Local Law Introductory No. ___ of 2021+5 to create amend Chapter ___ of the ___ City/Town Village ___ Code to enable the establishment of an updated Community Choice Aggregation Program, which upon adoption will become Local Law No. ___ of 2021+5.

Date: _____, 2021+5

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Town of Somers, NY / Part II, General Legislation

Chapter 83 Community Choice Aggregation (Energy) Program

[HISTORY: Adopted by the Town Board of the Town of Somers 7-9-2015 by L.L. No. 2-2015. Amendments noted where applicable.]

LOCAL LAW NO. ____

**A LOCAL LAW TO AMEND ITS COMMUNITY CHOICE
AGGREGATION (ENERGY) PROGRAM IN THE Town of Somers**

Be it enacted by the Town Board of Town of Somers as follows:

Section 1. Chapter 83 of the Code of the Town of Somers titled “COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM,” is hereby amended to read as follows:

ARTICLE I

§ 83-1. Legislative findings and authority; purpose; title.

- A. It is the policy of both the Town of Somers and the State of New York to reduce costs and provide cost certainty for the purpose of economic development, to promote deeper penetration of energy efficiency and renewable energy resources such as wind and solar, and wider deployment of distributed energy resources as well as to examine the retail energy markets and increase participation of and benefits for residential and small commercial customers Eligible Customers in those markets. Among the policies and models that may offer benefits in New York is community choice aggregation (“CCA”), which allows local governments to determine the default supplier of electricity, procure electric and natural gas supply on behalf of its residential and small commercial customers Eligible Customers.
- B. The purpose of this CCA Program is to allow participating local governments, including the Town of Somers, to procure Energy Services, such as energy supply service and Community Distributed Generation (CDG) Credits, for their residential and small commercial customers Eligible Customers, who will have the opportunity to opt out of the procurement, while maintaining transmission and distribution service from the existing distribution utility Distribution Utility. This eChapter establishes a program that will allow the Town of Somers to put out for bid the total amount of natural gas and/or electricity being purchased by local residential and small commercial customers. Bundled customers CDG- Energy Services for bid. Eligible Customers will have the opportunity to have more control to lower their overall energy costs, to spur clean energy innovation and investment, to improve customer choice and value, and to protect the environment; thereby, fulfilling the purposes of this eChapter and fulfilling an important public purpose.
- C. The Town of Somers is authorized to implement this Community Choice Aggregation (Energy) Program — COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM pursuant to § Section 10, Subdivision 1(ii)a(12), of the New York Municipal Home Rule Law; and State of New York Public Service Commission Case No. 14-M-0564, Petition of Sustainable Westchester for Expedited Approval for the

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~~Implementation of a Pilot Community Choice Aggregation Program within the County of Westchester, Order Granting Petition in Part (issued February 26, 2015) as may be amended, including subsequent orders of the Public Service Commission issued in connection with or related to Case No. 14-M-0564 (collectively, the "order"). "Order" shall also mean orders of the Public Service Commission related to State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 20, 2016, hereinafter the CCA Framework Order).~~

- D. This chapter shall be known and may be cited as the "Community Choice Aggregation (Energy) Program Law of the Town of Somers."

§ 83-2. Definitions.

For purposes of this chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this chapter shall have the meanings set forth below, or if not so defined, as employed in the State of New York Public Service Commission's Uniform Business Practices; or, if not so defined there, as indicated below:

BUNDLED CUSTOMERS— Residential and small commercial customers of electricity or natural gas ("fuels") who are purchasing the fuels from the distribution utility.

Community Choice Aggregation Program (or "CCA Program")— A municipal energy procurement program, which that replaces the incumbent utility as the default supplier electric and/or gas Supplier for all bundled customers. Opt-out Eligible Customers within the Town of Somers. The CCA Program may include Community Distributed Generation Credits on an opt-out basis and other DER offerings on an opt-in basis.

Community Distributed Generation (or "CDG"): Community shared renewables program expanding customer access to the environmental and system benefits of qualifying renewable project generation located behind a non-residential host meter based on remotely sharing net metering or VDER monetary credits through a monetary credit applied to the utility bills of Participating Customers.

Community Distributed Generation Credits (or "CDG Credits"): The monetary credit applied to the utility bills of Participating Customers through the CDG program.

Customers:

Eligible Customers: Customers of electricity and/or natural gas eligible to participate in CCA, either on an Opt-out or Opt-in basis, as delineated in the CCA Framework Order.

Opt-out Eligible Customers: Eligible Customers that are eligible for opt-out treatment as delineated in the CCA Framework Order.

Participating Customers: Opt-out eligible customers who have been enrolled subsequent to the opt-out process and other customers who have opted in.

Customer-specific Data: Utility data for all Opt-out Eligible Customers including account holder name, service address, primary language, if available, any customer-specific alternate billing name and/or address, and other relevant, authorized data.

Distributed Energy Resources (or "DER"): Reforming the Energy Vision (REV) initiatives that further engage and/or reduce cost of service for participating consumers, optimize system benefits, and/or address infrastructure and demand challenges within the geography of the CCA including, but not limited to, local renewable energy projects, Community Distributed Generation, peak demand management, energy efficiency, demand response, energy storage, community resilience microgrid projects, and other innovative initiatives.

DISTRIBUTION UTILITY :— Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission.

Energy Services: The provision of energy supply as electric power and/or natural gas or the provision of DER offerings.

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~~PUBLIC SERVICE COMMISSION (or PSC) —New York State Public Service Commission. SMALL COMMERCIAL —Nonresidential customers as permitted by the order.~~

~~Suppliers~~UPPLIERS:— Energy service companies (ESCOs) that procure electric power and natural gas and/or DER providers and/or other entities with authority to provide Energy Services for bundled customers Participating Customers in connection with this eChapter, or, alternatively, generators of electricity and natural gas and/or DERs, or other entities who procure and resell electricity or natural gas.

~~Sustainable Westchester, Inc. (or “Sustainable Westchester”);~~USTAINABLE WESTCHESTER— A not-for-profit organization comprised of member municipalities in Westchester County, New York.

~~Value of Distributed Energy Resources (or “VDER”); REV proceeding (Case 15-E-0751) that replaces the net metering program with a weighted value stack tariff mechanism for accurately pricing Distributed Energy Resources on the grid as a reflection of their system value. Value stack components include the price of energy, capacity, avoided carbon emissions, cost savings to customers and utilities, demand reduction and locational relief. The goal of this proceeding is to increase DER penetration and benefits of DER installations.~~

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§ 83-3. Establishment of a program.

- A. A Community Choice Aggregation (Energy) Program is hereby established by the Town of Somers, whereby the Town of Somers shall work together with Sustainable Westchester to implement the CCA Program to the full extent permitted by the CCA Framework eOrder, as set forth more fully herein. The Town of Somers' role under the CCA Program involves the aggregating of the electric and/or natural gas supply demand for energy of its residents Eligible Customers and the entering into a contract with one or more suppliers for supply and services contracts for Energy Services. Under the CCA Program, the operation and ownership of the utility service shall remain with the distribution utility.
- B. The Town of Somers' participation in purchase of energy supply through a CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The Town of Somers will not take over any part of the electric or gas transmission or distribution system and will not furnish any type of utility service, but will instead negotiate with Suppliers on behalf of Participating Residential and small commercial customers.
- C. In order to implement the CCA Program, the Town will adopt one or more resolutions that outline the process of and conditions for participation in the CCA Program, including but not limited to signing a contract for a compliant bid with one or more suppliers, all as consistent with this chapter and the CCA Framework eOrder.
- D. The Public Service Commission supervises retail markets and participants in these markets through legislative and regulatory authority and the Uniform Business Practices, which includes rules relating to the eligibility of participating ESCOs Suppliers, the operation by which ESCOs Suppliers provide energy services Energy Services, and the terms on which customers may be enrolled with ESCOs Suppliers.

§ 83-4. Procedures for eligibility; customer data sharing.

- A. As permitted by the order, the Town of Somers may request from the Distribution Utilities aggregated customer information by fuel type, and service classification and other relevant, authorized data on a rolling basis.
- B. Sustainable Westchester, on behalf of the Town of Somers, shall issue one or more requests for proposals to Suppliers to provide energy to participants and may then award one or more contracts in accordance with the CCA Program.
- C. Sustainable Westchester or the Town of Somers, if the Town of Somers so chooses, will then request Individual customer-specific Data from the Distribution Utility in accordance with the CCA Program.
- D. Sustainable Westchester or the Town of Somers, if the Town of Somers so chooses, and the selected Supplier(s) will then notify Opt-out Eligible Bundled customers of the contract terms and their opportunity to opt out of the CCA Program energy supply and/or CDG Credits.
- E. In accordance with and for purposes of the CCA Framework Order, the existing distribution utility, New York State Electric and Gas Corporation, the Distribution Utility will provide to Sustainable Westchester Aggregate and customer-specific Data (including usage data, capacity tag obligations, account numbers, and service addresses) of all Eligible Bundled customers in the Town of Somers not currently enrolled with an ESCO.
- F. Sustainable Westchester and the Town of Somers will protect customer information as required by law, subject to the order and the limitations of the New York State Freedom of Information Law.

§ 83 83-5. Choice of energy supplier; opt-out notice and procedure.

- A. The Town of Somers or in conjunction with the ESCO will notify, or will cause notification of its residential and small commercial customers Opt-out Eligible Customers, by letter notice, of the Town of Somers decision to establishing the CCA Program, of the contract terms with an ESCO the Supplier, and of the opportunity to opt out of the CCA Program offerings.
- B. The letter notice will be sent to each Opt-out Eligible Customer at the address provided by the Distribution Utility and explain the CCA Program and the material provisions of the ESCO Supplier contract, identify the methods by which the customer can opt out of the CCA Program, and provide information on how the customer can access additional information about the CCA Program.
- C. The opt-out period shall be at least (3)twenty (20) Days.

D. CCA Program bundled customers, upon enrollment, will receive a welcome letter that will explain the customers' options for canceling the enrollment if they believe they were enrolled incorrectly or otherwise decide to withdraw from the CCA Program in favor of another supplier. The welcome letter also will explain that residential customers are entitled to the added protection of the mandated three-day rescission period as detailed in Section 5(B)(3) of the Uniform Business Practices.

§ 83 83-6. Verification and Rreporting.

- A. Sustainable Westchester shall be responsible for filing an annual report with the Public Service Commission as required in the CCA Framework Order, which identifies the number of customers enrolled in the CCA Program by municipality and customer class, the number of customers who returned to utility service or service with

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~~another supplier during the reporting period, and the average cost of commodity supply by month for the reporting period.~~

Section 2. This local law shall take effect upon filing with the Secretary of State.

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City of New Rochelle, NY / The Code / Part II. General Legislation

Chapter 131 Community Choice Aggregation Energy Program

[HISTORY: Adopted by the Council of the City of New Rochelle 9-16-2015 by Ord. No. 176-2015. Amendments noted where applicable.]

LOCAL LAW NO. _____

A LOCAL LAW TO AMEND ITS COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM IN THE City of New Rochelle

Be it enacted by the City Council of City of New Rochelle as follows:

Section 1. Chapter 131 of the Code of the City of New Rochelle titled “COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM,” is hereby amended to read as follows:

§ 131-1. Legislative findings; Intent and Purpose; Authority.

- A. It is the policy of both the City of New Rochelle and the State of New York to reduce municipal operating costs while providing and provide cost certainty for the purpose of economic development, to promote deeper penetration of energy efficiency and renewable energy resources such as wind and solar, and wider deployment of distributed energy resources as well as to examine the retail energy markets and increase participation of and benefits for residential and small commercial customers. Eligible Customers in those markets. Among the policies and models that may offer benefits in New York is Community Choice Aggregation community choice aggregation (“CCA”), which allows local governments to determine the default supplier of electricity procure electric and natural gas supply on behalf of its residential and small commercial customers Eligible Customers.
- B. The purpose of this CCA Program is to allow participating local governments including the City of New Rochelle to procure Energy Services, such as energy supply, distribution and Community Distributed Generation (CDG) Credits, for their residential and small commercial customers Eligible Customers, who will have the opportunity to opt out of the procurement, while maintaining transmission and distribution service from the existing distribution utility Distribution Utility. This chapter establishes a program that will allow the City of New Rochelle to put out for bid the total amount of natural gas and/or electricity being purchased by local residential and small commercial customers. Bundled customers- Energy Services for bid. Eligible Customers will have the opportunity to have more control to lower their overall energy costs, to spur clean energy innovation and investment, to improve customer choice and value, and to protect the environment; thereby, fulfilling the purposes of this chapter and fulfilling an important public purpose.
- C. The City of New Rochelle is authorized to implement this Community Choice Aggregation (Energy) Program pursuant to § Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law; and State of New York Public Service Commission Case No. 14-M-0564. Petition of Sustainable Westchester for Expedited Approval for the Implementation of a Pilot Community Choice Aggregation Program within the County

Annotation of the Community Choice (Energy) Aggregation Program Local Law, May 2022, Prepared by Sustainable Westchester.

This annotation of the 2022 amendments for the Community Choice (Energy) Aggregation (CCA) Program highlight the major updates for Westchester Power municipalities. Its purpose is to facilitate timely review and adoption of these important updates. Time is of the essence in order to enable CCA programs to offer Community Distributed Generation (CDG) credits to eligible customers.

We have prepared a redline for each Westchester Power municipality to compare to the template of a clean version of the updated local law. This annotation uses a typical form of the local law adopted by the City of New Rochelle in 2015 as the base for the redline of changes.

The major impetus behind these updates is recent decisions by the New York State Public Service Commission that have clarified CCA's procedures and inclusion of new product offerings such as opt-out CDG under CCA. Sustainable Westchester has worked on definitions of both existing terms and the introduction of new terms and concepts to help our municipalities participate in opt-out CDG. This work has been reviewed by the Department of Public Services Pace Energy & Climate Center.

Here and throughout, the definitions of “customers” have been clarified and updated to reflect the latest definitions needed for CCA going forward as follows: “**Eligible Customers**,” “**Opt-out Eligible Customers**,” and “**Participating Customers**.”

Here and throughout, the term “**Energy Services**” will be an umbrella for defining all the potential offerings as defined in section 2 below.

Here, the term “**Community Distributed Generation (CDG) Credits**” is introduced and defined in section 2 below.

Here and throughout, the PSC has clarified the foundational order upon which the CCA authorizations are granted as the “**CCA Framework Order**,” which rests on Case 14-M-0224 issued in April 2016. Most Westchester Power municipalities adopted their CCA local laws in 2015, based on an earlier order granting the “first in New York” pilot program for CCA.

of Westchester, Order Granting Petition in Part (issued February 26, 2015) as may be amended, including subsequent orders of the Public Service Commission issued in connection with or related to Case No. 14-M-0564 (collectively, the "Order"). "Order" shall also mean orders of the Public Service Commission related to State of New York Public Service Commission Case No. 14-M-0224. Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued December 13, 2014) to the extent that orders related to Case No. 14-M-0224 enable actions by the City of New Rochelle not otherwise permitted pursuant to orders related to Case 14-M-0564; provided, April 20, 2016, hereinafter the CCA Framework Order. However, that in the event of any conflict between orders from Case No. 14-M-0564 and orders from Case No. 14-M-0224, orders from Case No. 14-M-0564 shall govern the CCA Program.

- D. This chapter shall be known and may be cited as the "Community Choice Aggregation (Energy) Program of the City of New Rochelle."

§ 131-2. Definitions.

For purposes of this chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this chapter shall have the meanings set forth below, or if not so defined, as employed in the State of New York Public Service Commission's Uniform Business Practices, or if not so defined there, as indicated below:

BUNDLED CUSTOMERS—Residential and small commercial customers of electricity or natural gas ("fuels") who are purchasing the fuels from the distribution utility.

Community Choice Aggregation Program (or "CCA Program")—A municipal energy procurement program, which replaces the incumbent utility as the default supplier of electric and/or gas for all bundled customers within the City of New Rochelle. The CCA Program may include Community Distributed Generation Credits on an opt-out basis and other DER offerings on an opt-in basis.

Community Distributed Generation (or "CDG")—Community shared renewables program expanding customer access to the environmental and system benefits of quality, renewable project generation located behind a non-residential host meter based on remotely sharing net metering or VDER monetary credits through a monetary credit applied to the utility bills of Participating Customers.

Community Distributed Generation Credits (or "CDG Credits")—The monetary credit applied to the utility bills of Participating Customers through the CDG program.

Customers:

Eligible Customers: Customers of electricity and/or natural gas eligible to participate in CCA, either on an Opt-out or Opt-in basis, as delineated in the CCA Framework Order.

Opt-out Eligible Customers: Eligible Customers that are eligible for opt-out treatment as delineated in the CCA Framework Order.

Participating Customers: Opt-out eligible customers who have been enrolled subsequent to the opt-out process and other customers who have opted in.

Here, the term "Community Choice Aggregation Program" is expanded to include the offering of CDG Credits (a.k.a. Solar Credit) etc.

- Other new terms, or terms that require revised definitions, include:
- Community Distributed Generation,
 - Community Distributed Generation Credits (or "CDG Credits"),
 - Eligible Customers,
 - Opt-out Eligible Customers,
 - Participating Customers,
 - Customer-specific Data,
 - Distributed Energy Resources (or "DER"),
 - Energy Services,
 - Suppliers,
 - Value of Distributed Energy Resources (or "VDER")

Customer-specific Data: Utility data for all Out-of Eligible Customers including account holder name, service address, primary language, if available, any customer-specific alternate billing name and/or address, and other relevant, authorized data.

Distributed Energy Resources (or “DER”): Reforming the Energy Vision (REV) initiatives that further engage and/or reduce cost of service for participating consumers, optimize system benefits, and/or address infrastructure and demand challenges within the geography of the CCA including, but not limited to, local renewable energy projects, Community Distributed Generation, peak demand management, energy efficiency, demand response, energy storage, community resilience microgrid projects, and other innovative initiatives.

Energy Services: The provision of energy supply as electric power and/or natural gas or the provision of DER offerings.

Distribution Utility: Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission.

Public Service Commission (or “PSC”): New York State Public Service Commission.

SMALL COMMERCIAL: Nonresidential customers as permitted by the Order.

Suppliers: Energy service companies (ESCOs) that procure electric power and natural gas and/or DER providers and/or other entities with authority to provide Energy Services for bundled customers Participating Customers in connection with this Chapter, or alternatively, generators of electricity and natural gas and/or DERs or other entities who procure and resell electricity or natural gas or DERs.

Sustainable Westchester, Inc. (or “Sustainable Westchester”): A not-for-profit organization comprised of member municipalities in Westchester County, New York.

Value of Distributed Energy Resources (or “VDER”): REV proceeding (Case 15-E-0751) that replaces the net metering program with a weighted value stack tariff mechanism for accurately pricing Distributed Energy Resources on the grid as a reflection of their system value. Value stack components include the price of energy, capacity, avoided carbon emissions, cost savings to customers and utilities, demand reduction and locational relief. The goal of this proceeding is to increase DER penetration and benefits of DER installations.

§ 131-3. Establishment of a program.

- A. A Community Choice Aggregation (Energy) Program is hereby established by the City of New Rochelle, whereby the City of New Rochelle shall work together with Sustainable Westchester to implement the CCA Program to the full extent permitted by the CCA Framework Order, as set forth more fully herein. The City of New Rochelle's role under the CCA Program involves the aggregating of the electric and/or natural gas supply demand for energy of its residents Eligible Customers and the entering into a contract with one or more suppliers for supply and services contracts for Energy Services. Under the CCA Program, the operation and ownership of the utility service shall remain with the distribution utility Distribution Utility.
- B. The City of New Rochelle's purchase of energy supply through participation in a CCA

The changes in this section are consistent with the updates above.

Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The City of New Rochelle will not take over any part of the electric or gas transmission or distribution system and will not furnish any type of utility service, but will instead negotiate with suppliers on behalf of participating residential and small commercial customers Participating Customers.

- C. In order to implement the CCA Program, the City of New Rochelle will adopt one or more measures resolutions that outline the process of and conditions for participation in the CCA Program, including but not limited to signing a contract for a compliant bid with one or more suppliers, all as consistent with this chapter and the CCA Framework Order.

- D. The Public Service Commission supervises retail markets and participants in these markets through legislative and regulatory authority and the Uniform Business Practices, which includes rules relating to the eligibility of participating ESCOs. Suppliers, the operation by which ESCOs Suppliers provide energy services, and the terms on which customers may be enrolled with ESCOs Suppliers.

The changes in this section are consistent with the updates above.

§ 131-4. Procedures for eligibility; customer data sharing.

- A. As permitted by the CCA Framework Order, the City of New Rochelle may request from the distribution utilities Distribution Utilities aggregated customer information by fuel type, and service classification on a rolling basis and other relevant, authorized data.

- B. Sustainable Westchester, on behalf of the City of New Rochelle, shall issue one or more requests for proposals to suppliers to provide energy to participants and may then award a contract in accordance with the CCA Program one or more contracts in accordance with the CCA Program.

- C. Sustainable Westchester or the City of New Rochelle, if the City so chooses, will then request individual customer data Customer-specific Data from the distribution utility Distribution Utility in accordance with the CCA Program.

- D. Sustainable Westchester or the City of New Rochelle, if the City so chooses, and the selected supplier Supplier(s) will then notify bundled customers Out-of-Eligible Customers of the contract terms and their opportunity to opt out of the CCA Program energy supply and/or CDG Credits.

- E. In accordance with and for purposes of the CCA Framework Order, the existing distribution utility Consolidated Edison Company of New York, Inc., and/or New York State Electric and Gas Corporation; the Distribution Utility will provide to Sustainable Westchester aggregate and customer Customer-specific Data (including usage data capacity tag obligations, account numbers, and service addresses) of all bundled customers Eligible Customers in the City of New Rochelle, not currently enrolled with an ESCO.

- F. Sustainable Westchester and the City of New Rochelle will protect customer information as required by law, subject to the CCA Framework Order and the limitations of the New York State Freedom of Information Law.

The changes in this section are consistent with the updates above.

§ 131-5. Choice of energy supplier; opt-out notice and procedure.

- A. The City of New Rochelle or in conjunction with the ESCO will notify or will

cause notification of, its residential and small commercial customers. Opt-out Eligible Customers by letter notice, of the City of New Rochelle's decision to establish establishing the CCA Program, of the contract terms with an ESCO the Supplier, and of the opportunity to opt out of the CCA Program offerings.

B. The letter notice will be sent to each customer Opt-out Eligible Customer at the address provided by the distribution utility Distribution Utility and explain the CCA Program and the material provisions of the ESCO Supplier contract, identify the methods by which the customer can opt out of the CCA Program, and provide information on how the customer can access additional information about the CCA Program.

The PSC has lengthened the mandatory period notification for opt-out to 30 days. The details are spelled out in the CCA Framework Order.

C. The opt-out period shall be 20 days at least thirty (30) Days.

D. CCA Program bundled customers upon enrollment will receive a welcome letter that will explain the customers' options for canceling the enrollment if they believe they were enrolled incorrectly or otherwise decide to withdraw from the CCA Program in favor of another supplier. The welcome letter also will explain that residential customers are entitled to the added protection of the mandated three-day rescission period as detailed in Section 5(B)(3) of the Uniform Business Practices.

The PSC spells out the mandatory Uniform Business Practices that each CCA Program must follow with regard to notification ("welcome letter"), rescission and other practices. No need to reiterate this information here.

§ 131-6. Verification and reporting.

Sustainable Westchester shall be responsible for filing an annual report with the Public Service Commission, which identifies the number of customers enrolled in the CCA Program by municipality and customer class, the number of customers who returned to utility service or service with another supplier during the reporting period, and the average cost of commodity supply by month for the reporting period as required in the CCA Framework Order.

The PSC stipulates the reporting requirements in the CCA Framework Order and any future updates. No need to reiterate this information.

Section 2. This local law shall take effect upon filing with the Secretary of State.

Sent to:
TB, TA, TC
11/29/2022
KD

TAX MAP MAINTENANCE PROPOSAL FOR THE TOWN OF SOMERS, NY

For processing data recorded 01/01/2023 through 12/31/2023

September 7, 2022

Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, in Littleton, N.H. 03561, hereinafter called CAI, proposes to the Town of Somers, NY, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written:

SCOPE OF SERVICES

A. Compilation

1. CAI shall review and incorporate all subdivisions, boundary line adjustments and surveys and make any required property line, area, and/or frontage changes.
2. CAI shall review all title conveyance deeds and make any required changes. - N/A*
3. CAI shall calculate the area of any parcel that is changed as a result of the above Items 1 and 2, following professionally accepted roundoff rules.
4. If copies of the property record cards for parcels with new or changed buildings, including the building sketches, are provided, CAI shall use the most recent available orthoimagery to accurately place building footprints.
5. CAI shall review information from the previous tax year, regarding problem areas and shall attempt to resolve any discrepancies or problems in a fair and equitable manner for tax assessment purposes.
6. As all the above referenced data are compiled throughout the year, CAI shall mark each document confirming the intent stated therein. If the intent is not a direct conveyance, CAI shall label the document appropriately with the new parcel number and area.
7. All data shall be incorporated and formatted in a manner consistent with the existing map/GIS data.
8. All work shall be reviewed and checked for errors and preliminary PDFs shall be provided for review prior to finalizing the annual service.

B. Computer Map Index Services - N/A*

1. CAI shall maintain an index of property records that corresponds to the the property maps.
2. All index changes shall be coded in the change field as follows:

M1 - Name/Book and Page	A - Add New Lot
M2 - Area	D - Delete Lot
M3 - Parcel Id Number (i.e. Map and/or Lot number	
M4 - Multiple of M1, M2, M3	
M5 - Other (such as plan name or plan lot number)	
3. CAI shall provide computer index printouts to the CLIENT sorted as follows:
 - a. Numerical by map and lot number
 - b. Alphabetical by owner's name
 - c. Change list by change code with secondary sorting by map and lot
 - d. Other index printouts will be available upon request, at current CAI prices

C. GIS

1. All digital files will be processed using Esri GIS software.
2. All data will be checked for topology errors and corrected.
3. GIS data will be delivered in Esri's shape file, geodatabase, or other format, depending on the format of the existing data.

D. Responsibilities of the CLIENT

1. The CLIENT shall provide a copy of each deed, keyed to the correct map and lot. - N/A*
2. The CLIENT shall provide a print of each subdivision plan, boundary adjustment plan, and map to be incorporated, keyed to the correct map & lot.
3. The CLIENT shall acquire as much information as possible about any questions and/or problems.
4. If buildings are to be added or changed, the CLIENT shall provide a copy of the appropriate Property Record Card, including the building sketch.
5. The CLIENT shall notify CAI of approval of preliminary PDFs or edits to be made within thirty days of receipt of said preliminary PDFs.

ADMINISTRATIVE

A. Documenting Progress

1. An officer of CAI shall be responsible for monitoring and documenting the progress of the maintenance process.
2. Flow charts shall be maintained, monitoring the progress of the maintenance procedure; the purpose of which is to be able to inform the CLIENT of exactly where the project stands at any given time. The charts shall include the following:

a. receipt date of data to be processed	e. completion date of second draft
b. completion date of compilation	f. date printed
c. completion date of first draft	g. date shipped
d. completion date of checking	

TIMING

CAI shall complete and deliver the work described within 45 days of the receipt of the final information to be incorporated as defined in this proposal.

COST

Map/GIS Maintenance Service	\$4,300.00
Building Footprints (if building sketches are provided as described above)	\$20.00/building added or changed

DELIVERABLES

Deliverables shall include two (2) complete sets reduced size tax map prints and GIS data, all current to June 1st, PDFs

PAYMENT

Payment shall be made to CAI within thirty (30) days of invoicing, per terms of the invoice. Said invoicing shall be done on a quarterly basis throughout the project cycle, unless other payment arrangements have been made.

GUARANTEE

CAI shall guarantee all data generated against any errors or omissions for one (1) full year from the date of delivery. This guarantee does not include any changes due to data not made available under the terms of this proposal or any new information that is made available subsequent to the delivery date.

TAX MAP MAINTENANCE CONTRACT FOR THE TOWN OF SOMERS, NY

For processing data recorded 01/01/2023 through 12/31/2023

This is a contract made this 7 day of September, 2022, between Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI, and the Town of Somers, NY, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written.

Witnesseth, the above parties agree as follows:

1. All work shall be done according to the Tax Map Maintenance Proposal, dated September 7, 2022, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.
2. The CLIENT shall pay \$4,300.00 for the map/GIS maintenance services under this contract. If Property Record cards, including building sketches are provided, the CLIENT shall pay an additional \$15.00/building added or changed. There will be no additional charge if Property Record cards are not provided.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed, or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest, or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested mapping services.


This contract shall be construed under the laws of the State of New York.

The parties hereto have executed this agreement by their duly authorized officers.

Town of Somers, NY

CAI Technologies

BY: _____
TITLE: _____


Franco D. Rossi
President

BY: _____
TITLE: _____

BY: _____
TITLE: _____

BY: _____
TITLE: _____

Telephone
(914) 277-3539

FAX
(914) 277-3790

Thomas J. Tooma, Jr.
Building Inspector

BUILDING DEPARTMENT
Town of Somers
WESTCHESTER COUNTY, N.Y.

**TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589**



MEMO TO: Town Board

FROM: Thomas J. Tooma, Jr.
Building Inspector

RE: Building Department Fees

DATE: December 2, 2022

This is a proposed fee schedule adjusting existing fees and adding new fees. I am presenting this proposal for your consideration. Plumbing permits will no longer exist. Instead they will all be considered building permits with the reflected fees in this proposal. Upon your review and if approved, an adjusted fee schedule will need to be completed in addition to our software program and forms updated.

TT: SC

Attachments:

Previously approved fee schedules
Subsections of pertinent Town Code

PROPOSED NEW ADDITIONS TO CURRENT FEE SCHEDULE

Electrical Permit Fees

*Electrical permits will only be issued for stand-alone electrical projects I.E.: Upgrades to systems, car charger installations, and any other project that does not already have a building permit in conjunction with the work being done.

Town	Residential	Commercial
PROPOSED -Somers	\$25	\$50
Bedford	\$50	\$150
New Castle	\$100 for 1 st \$1,000 \$15 each additional \$1,000	\$150 for 1 st \$1,000 \$18 each additional \$1,000
North Salem	\$50	\$50
Yorktown	\$50 and \$100 new	\$150 and \$250 new

Fire Safety and Property Maintenance Permit Fees

*Performed by the Fire Inspector, required by code; Multi-Family Commercial, places of Assembly, etc.

As per §74-11 of the Somers Town Code (please see attached)

Town	
PROPOSED - Somers	\$50
Bedford	\$30
New Castle	\$50
North Salem	\$100
Yorktown	No charge

Operating Permit Fees

*Performed by the Fire Inspector, required by code; Multi-Family Commercial, places of Assembly, etc.

As per §74-10 of the Somers Town Code (please see attached)

Town	
PROPOSED - Somers	\$100
Bedford	\$100
New Castle	\$100
North Salem	\$100
Yorktown	No charge

Re-Roofing Fees

Town	
PROPOSED - Somers	\$85

Temporary CO Fees

Town	
PROPOSED - Somers	\$400 for 90 days

Renewal Fees

Presently the original building permit fee/plumbing permit fee is being charged when a permit expires after one year. I propose the following for all permits:

If 0 to 25% of the job is completed – 100% of the original fee is required to renew

If 26% to 50% of the job is completed – 75% of the original fee is required to renew

If 51% to 75% of the job is completed – 50% of the original fee is required to renew

If 76% or more of the job is completed – 25% of the original fee is required to renew

If 100% of the job is completed – the renewal fee will be \$25.00 for paperwork

PROPOSED AMENDMENTS TO CURRENT FEE SCHEDULE

Somers Building and Zoning Fees

Permit Type	Current	Proposed
New House	\$150.00 per square foot	Cost of construction
Addition	\$150.00 per square foot	Cost of construction
Alteration	Cost of Construction	No change
Shed – up to 300 sq. ft.	\$225.00	Cost of construction
Shed – over 301 sq. ft.	\$275.00	Cost of construction
Decks	\$25.00 per square foot	Cost of construction
Certificate of Occupancy	\$60.00 – residential \$100.00 – commercial	10% of building permit fee - Minimum \$50.00
Certificate of Non-Conformity	\$100.00	\$200.00
Demolition	\$100.00	\$150.00 residential \$300.00 commercial
Zoning	\$10.00 included in Building Permit fee	\$35.00 included in the building permit fee (internal note- the fee scale will need to have \$25.00 added to each)
Legalization Building Permit Fee	Cost of construction and fees doubled	Cost of construction and fees tripled (maximum of \$1500.00)
Legalization Certificate of Occupancy	Cost of construction and fees doubled	Cost of construction and fees tripled (maximum of \$1500.00)

Bureau of Fire Prevention Fees

Permit Type	Current	Proposed
Blasting	\$150.00	No change
Bonfire	\$75.00	No change
Fire Alarm – Residential and Commercial	\$75.00	\$100.00 – Commercial \$75.00 - Residential
Fireworks	\$150.00	No change
Tent	\$75.00	No change

Architectural Review

Permit Type	Current	Proposed
Sign Application	\$25.00	No change
ARB Application	\$75.00	No change
Signs	\$150.00 first sign \$50.00 each additional sign	No change

Zoning Board of Appeals

Permit Type	Current	Proposed
Area Variance	\$150.00	No change
Built Prior Variance	\$200.00	No change
Special Exception Use Permit – Accessory Apartment	\$200.00	No change
Special Exception Use Permit – Cell Tower	\$350.00	No change
Illegal Accessory Apartment	\$500.00	No change
Use Variance	\$150.00	No change

Building Permits - Plumbing

Permit Type	Current	Proposed
Plumbing Fixtures	\$65.00 – first 3 \$20.00 each – 4 or more	No change
Legalization Building Permit Fee *Plumbing*	Fees doubled	Fees tripled (maximum of \$1500.00)

Building Permits – Mechanical

Permit Type	Current	Proposed
Mechanical – Boiler, Heat Pump, Air Conditioning Unit, HVAC, etc.	\$75.00	\$100.00
Legalization Building Permit Fee *Mechanical*	Fees doubled	Fees tripled maximum of \$1500.00

Building Permits – Gas/Oil

Gas Tank	\$60.00	No change
Gas Line	\$25.00	No change
Gas Appliance	\$65.00 – first 3 \$20.00 each – 4 or more	No change
Pool Heater	\$50.00	No change
Generator	\$50.00	No change
Oil Tank – Installation	Under 550 gallons - \$50.00 550+ gallons - \$75.00 1,000+ gallons - \$100.00	No change
Oil Tank – Removal	Under 550 gallons - \$50.00 550+ gallons - \$75.00 1,000+ gallons - \$100.00	No change
Legalization Building Permit Fee *Oil/Gas*	Fees doubled	Fees tripled maximum of \$1500.00

NEW BUILDING DEPARTMENT FEES 2012

\$1,000	\$85.00	\$26,000	\$235.00	\$51,000	\$385.00	\$76,000	\$535.00
\$2,000	\$91.00	\$27,000	\$241.00	\$52,000	\$391.00	\$77,000	\$541.00
\$3,000	\$97.00	\$28,000	\$247.00	\$53,000	\$397.00	\$78,000	\$547.00
\$4,000	\$103.00	\$29,000	\$253.00	\$54,000	\$403.00	\$79,000	\$553.00
\$5,000	\$109.00	\$30,000	\$259.00	\$55,000	\$409.00	\$80,000	\$559.00
\$6,000	\$115.00	\$31,000	\$265.00	\$56,000	\$415.00	\$81,000	\$565.00
\$7,000	\$121.00	\$32,000	\$271.00	\$57,000	\$421.00	\$82,000	\$571.00
\$8,000	\$127.00	\$33,000	\$277.00	\$58,000	\$427.00	\$83,000	\$577.00
\$9,000	\$133.00	\$34,000	\$283.00	\$59,000	\$433.00	\$84,000	\$583.00
\$10,000	\$139.00	\$35,000	\$289.00	\$60,000	\$439.00	\$85,000	\$589.00
\$11,000	\$145.00	\$36,000	\$295.00	\$61,000	\$445.00	\$86,000	\$595.00
\$12,000	\$151.00	\$37,000	\$301.00	\$62,000	\$451.00	\$87,000	\$601.00
\$13,000	\$157.00	\$38,000	\$307.00	\$63,000	\$457.00	\$88,000	\$607.00
\$14,000	\$163.00	\$39,000	\$313.00	\$64,000	\$463.00	\$89,000	\$613.00
\$15,000	\$169.00	\$40,000	\$319.00	\$65,000	\$469.00	\$90,000	\$619.00
\$16,000	\$175.00	\$41,000	\$325.00	\$66,000	\$475.00	\$91,000	\$625.00
\$17,000	\$181.00	\$42,000	\$331.00	\$67,000	\$481.00	\$92,000	\$631.00
\$18,000	\$187.00	\$43,000	\$337.00	\$68,000	\$487.00	\$93,000	\$637.00
\$19,000	\$193.00	\$44,000	\$343.00	\$69,000	\$493.00	\$94,000	\$643.00
\$20,000	\$199.00	\$45,000	\$349.00	\$70,000	\$499.00	\$95,000	\$649.00
\$21,000	\$205.00	\$46,000	\$355.00	\$71,000	\$505.00	\$96,000	\$655.00
\$22,000	\$211.00	\$47,000	\$361.00	\$72,000	\$511.00	\$97,000	\$661.00
\$23,000	\$217.00	\$48,000	\$367.00	\$73,000	\$517.00	\$98,000	\$667.00
\$24,000	\$223.00	\$49,000	\$373.00	\$74,000	\$523.00	\$99,000	\$673.00
\$25,000	\$229.00	\$50,000	\$379.00	\$75,000	\$529.00	\$100,000	\$679.00
\$101,000	\$685.00	\$126,000	\$835.00	\$151,000	\$985.00	\$176,000	\$1,135.00
\$102,000	\$691.00	\$127,000	\$841.00	\$152,000	\$991.00	\$177,000	\$1,141.00
\$103,000	\$697.00	\$128,000	\$847.00	\$153,000	\$997.00	\$178,000	\$1,147.00
\$104,000	\$703.00	\$129,000	\$853.00	\$154,000	\$1,003.00	\$179,000	\$1,153.00
\$105,000	\$709.00	\$130,000	\$859.00	\$155,000	\$1,009.00	\$180,000	\$1,159.00
\$106,000	\$715.00	\$131,000	\$865.00	\$156,000	\$1,015.00	\$181,000	\$1,165.00
\$107,000	\$721.00	\$132,000	\$871.00	\$157,000	\$1,021.00	\$182,000	\$1,171.00
\$108,000	\$727.00	\$133,000	\$877.00	\$158,000	\$1,027.00	\$183,000	\$1,177.00
\$109,000	\$733.00	\$134,000	\$883.00	\$159,000	\$1,033.00	\$184,000	\$1,183.00
\$110,000	\$739.00	\$135,000	\$889.00	\$160,000	\$1,039.00	\$185,000	\$1,189.00
\$111,000	\$745.00	\$136,000	\$895.00	\$161,000	\$1,045.00	\$186,000	\$1,195.00
\$112,000	\$751.00	\$137,000	\$901.00	\$162,000	\$1,051.00	\$187,000	\$1,201.00
\$113,000	\$757.00	\$138,000	\$907.00	\$163,000	\$1,057.00	\$188,000	\$1,207.00
\$114,000	\$763.00	\$139,000	\$913.00	\$164,000	\$1,063.00	\$189,000	\$1,213.00
\$115,000	\$769.00	\$140,000	\$919.00	\$165,000	\$1,069.00	\$190,000	\$1,219.00
\$116,000	\$775.00	\$141,000	\$925.00	\$166,000	\$1,075.00	\$191,000	\$1,225.00
\$117,000	\$781.00	\$142,000	\$931.00	\$167,000	\$1,081.00	\$192,000	\$1,231.00
\$118,000	\$787.00	\$143,000	\$937.00	\$168,000	\$1,087.00	\$193,000	\$1,237.00
\$119,000	\$793.00	\$144,000	\$943.00	\$169,000	\$1,093.00	\$194,000	\$1,243.00
\$120,000	\$799.00	\$145,000	\$949.00	\$170,000	\$1,099.00	\$195,000	\$1,249.00
\$121,000	\$805.00	\$146,000	\$955.00	\$171,000	\$1,105.00	\$196,000	\$1,255.00
\$122,000	\$811.00	\$147,000	\$961.00	\$172,000	\$1,111.00	\$197,000	\$1,261.00
\$123,000	\$817.00	\$148,000	\$967.00	\$173,000	\$1,117.00	\$198,000	\$1,267.00
\$124,000	\$823.00	\$149,000	\$973.00	\$174,000	\$1,123.00	\$199,000	\$1,273.00
\$125,000	\$829.00	\$150,000	\$979.00	\$175,000	\$1,129.00	\$200,000	\$1,279.00

NEW BUILDING DEPARTMENT FEES 2012

\$201,000	\$1,285.00	\$226,000	\$1,435.00	\$251,000	\$1,585.00	\$276,000	\$1,735.00
\$202,000	\$1,291.00	\$227,000	\$1,441.00	\$252,000	\$1,591.00	\$277,000	\$1,741.00
\$203,000	\$1,297.00	\$228,000	\$1,447.00	\$253,000	\$1,597.00	\$278,000	\$1,747.00
\$204,000	\$1,303.00	\$229,000	\$1,453.00	\$254,000	\$1,603.00	\$279,000	\$1,753.00
\$205,000	\$1,309.00	\$230,000	\$1,459.00	\$255,000	\$1,609.00	\$280,000	\$1,759.00
\$206,000	\$1,315.00	\$231,000	\$1,465.00	\$256,000	\$1,615.00	\$281,000	\$1,765.00
\$207,000	\$1,321.00	\$232,000	\$1,471.00	\$257,000	\$1,621.00	\$282,000	\$1,771.00
\$208,000	\$1,327.00	\$233,000	\$1,477.00	\$258,000	\$1,627.00	\$283,000	\$1,777.00
\$209,000	\$1,333.00	\$234,000	\$1,483.00	\$259,000	\$1,633.00	\$284,000	\$1,783.00
\$210,000	\$1,339.00	\$235,000	\$1,489.00	\$260,000	\$1,639.00	\$285,000	\$1,789.00
\$211,000	\$1,345.00	\$236,000	\$1,495.00	\$261,000	\$1,645.00	\$286,000	\$1,795.00
\$212,000	\$1,351.00	\$237,000	\$1,501.00	\$262,000	\$1,651.00	\$287,000	\$1,801.00
\$213,000	\$1,357.00	\$238,000	\$1,507.00	\$263,000	\$1,657.00	\$288,000	\$1,807.00
\$214,000	\$1,363.00	\$239,000	\$1,513.00	\$264,000	\$1,663.00	\$289,000	\$1,813.00
\$215,000	\$1,369.00	\$240,000	\$1,519.00	\$265,000	\$1,669.00	\$290,000	\$1,819.00
\$216,000	\$1,375.00	\$241,000	\$1,525.00	\$266,000	\$1,675.00	\$291,000	\$1,825.00
\$217,000	\$1,381.00	\$242,000	\$1,531.00	\$267,000	\$1,681.00	\$292,000	\$1,831.00
\$218,000	\$1,387.00	\$243,000	\$1,537.00	\$268,000	\$1,687.00	\$293,000	\$1,837.00
\$219,000	\$1,393.00	\$244,000	\$1,543.00	\$269,000	\$1,693.00	\$294,000	\$1,843.00
\$220,000	\$1,399.00	\$245,000	\$1,549.00	\$270,000	\$1,699.00	\$295,000	\$1,849.00
\$221,000	\$1,405.00	\$246,000	\$1,555.00	\$271,000	\$1,705.00	\$296,000	\$1,855.00
\$222,000	\$1,411.00	\$247,000	\$1,561.00	\$272,000	\$1,711.00	\$297,000	\$1,861.00
\$223,000	\$1,417.00	\$248,000	\$1,567.00	\$273,000	\$1,717.00	\$289,000	\$1,867.00
\$224,000	\$1,423.00	\$249,000	\$1,573.00	\$274,000	\$1,723.00	\$299,000	\$1,873.00
\$225,000	\$1,429.00	\$250,000	\$1,579.00	\$275,000	\$1,729.00	\$300,000	\$1,879.00

\$301,000	\$1,885.00	\$326,000	\$2,035.00	\$351,000	\$2,185.00	\$376,000	\$2,335.00
\$302,000	\$1,891.00	\$327,000	\$2,041.00	\$352,000	\$2,191.00	\$377,000	\$2,341.00
\$303,000	\$1,897.00	\$328,000	\$2,047.00	\$353,000	\$2,197.00	\$378,000	\$2,347.00
\$304,000	\$1,903.00	\$329,000	\$2,053.00	\$354,000	\$2,203.00	\$379,000	\$2,353.00
\$305,000	\$1,909.00	\$330,000	\$2,059.00	\$355,000	\$2,209.00	\$380,000	\$2,359.00
\$306,000	\$1,915.00	\$331,000	\$2,065.00	\$356,000	\$2,215.00	\$381,000	\$2,365.00
\$307,000	\$1,921.00	\$332,000	\$2,071.00	\$357,000	\$2,221.00	\$382,000	\$2,371.00
\$308,000	\$1,927.00	\$333,000	\$2,077.00	\$358,000	\$2,227.00	\$383,000	\$2,377.00
\$309,000	\$1,933.00	\$334,000	\$2,083.00	\$359,000	\$2,233.00	\$384,000	\$2,383.00
\$310,000	\$1,939.00	\$335,000	\$2,089.00	\$360,000	\$2,239.00	\$385,000	\$2,389.00
\$311,000	\$1,945.00	\$336,000	\$2,095.00	\$361,000	\$2,245.00	\$386,000	\$2,395.00
\$312,000	\$1,951.00	\$337,000	\$2,101.00	\$362,000	\$2,251.00	\$387,000	\$2,401.00
\$313,000	\$1,957.00	\$338,000	\$2,107.00	\$363,000	\$2,257.00	\$388,000	\$2,407.00
\$314,000	\$1,963.00	\$339,000	\$2,113.00	\$364,000	\$2,263.00	\$389,000	\$2,413.00
\$315,000	\$1,969.00	\$340,000	\$2,119.00	\$345,000	\$2,269.00	\$390,000	\$2,419.00
\$316,000	\$1,975.00	\$341,000	\$2,125.00	\$366,000	\$2,275.00	\$391,000	\$2,425.00
\$317,000	\$1,981.00	\$342,000	\$2,131.00	\$367,000	\$2,281.00	\$392,000	\$2,431.00
\$318,000	\$1,987.00	\$343,000	\$2,137.00	\$368,000	\$2,287.00	\$393,000	\$2,437.00
\$319,000	\$1,993.00	\$344,000	\$2,143.00	\$369,000	\$2,293.00	\$394,000	\$2,443.00
\$320,000	\$1,999.00	\$345,000	\$2,149.00	\$370,000	\$2,299.00	\$395,000	\$2,449.00
\$321,000	\$2,005.00	\$346,000	\$2,155.00	\$371,000	\$2,305.00	\$396,000	\$2,455.00
\$322,000	\$2,011.00	\$347,000	\$2,161.00	\$372,000	\$2,311.00	\$397,000	\$2,461.00
\$323,000	\$2,017.00	\$348,000	\$2,167.00	\$373,000	\$2,317.00	\$398,000	\$2,467.00
\$324,000	\$2,023.00	\$349,000	\$2,173.00	\$374,000	\$2,323.00	\$399,000	\$2,473.00
\$325,000	\$2,029.00	\$350,000	\$2,179.00	\$375,000	\$2,329.00	\$400,000	\$2,479.00

NEW BUILDING DEPARTMENT FEES 2012

\$401,000	\$2,485.00	\$426,000	\$2,635.00	\$451,000	\$2,785.00	\$176,000	\$2,935.00
\$402,000	\$2,491.00	\$427,000	\$2,641.00	\$452,000	\$2,791.00	\$477,000	\$2,941.00
\$403,000	\$2,497.00	\$428,000	\$2,647.00	\$453,000	\$2,797.00	\$478,000	\$2,947.00
\$404,000	\$2,503.00	\$429,000	\$2,653.00	\$454,000	\$2,803.00	\$479,000	\$2,953.00
\$405,000	\$2,509.00	\$430,000	\$2,659.00	\$455,000	\$2,809.00	\$480,000	\$2,959.00
\$406,000	\$2,515.00	\$431,000	\$2,665.00	\$456,000	\$2,815.00	\$481,000	\$2,965.00
\$407,000	\$2,521.00	\$432,000	\$2,671.00	\$457,000	\$2,821.00	\$482,000	\$2,971.00
\$408,000	\$2,527.00	\$433,000	\$2,677.00	\$458,000	\$2,827.00	\$483,000	\$2,977.00
\$409,000	\$2,533.00	\$434,000	\$2,683.00	\$459,000	\$2,833.00	\$484,000	\$2,983.00
\$410,000	\$2,539.00	\$435,000	\$2,689.00	\$460,000	\$2,839.00	\$485,000	\$2,989.00
\$411,000	\$2,545.00	\$436,000	\$2,695.00	\$461,000	\$2,845.00	\$486,000	\$2,995.00
\$412,000	\$2,551.00	\$437,000	\$2,701.00	\$462,000	\$2,851.00	\$487,000	\$3,001.00
\$413,000	\$2,557.00	\$438,000	\$2,707.00	\$463,000	\$2,857.00	\$488,000	\$3,007.00
\$414,000	\$2,563.00	\$439,000	\$2,713.00	\$464,000	\$2,863.00	\$489,000	\$3,013.00
\$415,000	\$2,569.00	\$440,000	\$2,719.00	\$465,000	\$2,869.00	\$490,000	\$3,019.00
\$416,000	\$2,575.00	\$441,000	\$2,725.00	\$466,000	\$2,875.00	\$491,000	\$3,025.00
\$417,000	\$2,581.00	\$442,000	\$2,731.00	\$467,000	\$2,881.00	\$492,000	\$3,031.00
\$418,000	\$2,587.00	\$443,000	\$2,737.00	\$468,000	\$2,887.00	\$493,000	\$3,037.00
\$419,000	\$2,593.00	\$444,000	\$2,743.00	\$469,000	\$2,893.00	\$494,000	\$3,043.00
\$420,000	\$2,599.00	\$445,000	\$2,749.00	\$470,000	\$2,899.00	\$495,000	\$3,049.00
\$421,000	\$2,605.00	\$446,000	\$2,755.00	\$471,000	\$2,905.00	\$496,000	\$3,055.00
\$422,000	\$2,611.00	\$447,000	\$2,761.00	\$472,000	\$2,911.00	\$497,000	\$3,061.00
\$423,000	\$2,617.00	\$448,000	\$2,767.00	\$473,000	\$2,917.00	\$498,000	\$3,067.00
\$424,000	\$2,623.00	\$449,000	\$2,773.00	\$474,000	\$2,923.00	\$499,000	\$3,073.00
\$425,000	\$2,629.00	\$450,000	\$2,779.00	\$475,000	\$2,929.00	\$500,000	\$3,079.00

\$501,000	\$3,085.00	\$526,000	\$3,235.00	\$551,000	\$3,385.00	\$576,000	\$3,535.00
\$502,000	\$3,091.00	\$527,000	\$3,241.00	\$552,000	\$3,391.00	\$577,000	\$3,541.00
\$503,000	\$3,097.00	\$528,000	\$3,247.00	\$553,000	\$3,397.00	\$578,000	\$3,547.00
\$504,000	\$3,103.00	\$529,000	\$3,253.00	\$554,000	\$3,403.00	\$579,000	\$3,553.00
\$505,000	\$3,109.00	\$530,000	\$3,259.00	\$555,000	\$3,409.00	\$580,000	\$3,559.00
\$506,000	\$3,115.00	\$531,000	\$3,265.00	\$556,000	\$3,415.00	\$581,000	\$3,565.00
\$507,000	\$3,121.00	\$532,000	\$3,271.00	\$557,000	\$3,421.00	\$582,000	\$3,571.00
\$508,000	\$3,127.00	\$533,000	\$3,277.00	\$558,000	\$3,427.00	\$583,000	\$3,577.00
\$509,000	\$3,133.00	\$534,000	\$3,283.00	\$559,000	\$3,433.00	\$584,000	\$3,583.00
\$510,000	\$3,139.00	\$535,000	\$3,289.00	\$560,000	\$3,439.00	\$585,000	\$3,589.00
\$511,000	\$3,145.00	\$536,000	\$3,295.00	\$561,000	\$3,445.00	\$586,000	\$3,595.00
\$512,000	\$3,151.00	\$537,000	\$3,301.00	\$562,000	\$3,451.00	\$587,000	\$3,601.00
\$513,000	\$3,157.00	\$538,000	\$3,307.00	\$563,000	\$3,457.00	\$588,000	\$3,607.00
\$514,000	\$3,163.00	\$539,000	\$3,313.00	\$564,000	\$3,463.00	\$589,000	\$3,613.00
\$515,000	\$3,169.00	\$540,000	\$3,319.00	\$565,000	\$3,469.00	\$590,000	\$3,619.00
\$516,000	\$3,175.00	\$541,000	\$3,325.00	\$566,000	\$3,475.00	\$591,000	\$3,625.00
\$517,000	\$3,181.00	\$542,000	\$3,331.00	\$567,000	\$3,481.00	\$592,000	\$3,631.00
\$518,000	\$3,187.00	\$543,000	\$3,337.00	\$568,000	\$3,487.00	\$593,000	\$3,637.00
\$519,000	\$3,193.00	\$544,000	\$3,343.00	\$569,000	\$3,493.00	\$594,000	\$3,643.00
\$520,000	\$3,199.00	\$545,000	\$3,349.00	\$570,000	\$3,499.00	\$595,000	\$3,649.00
\$521,000	\$3,205.00	\$546,000	\$3,355.00	\$571,000	\$3,505.00	\$596,000	\$3,655.00
\$522,000	\$3,211.00	\$547,000	\$3,361.00	\$572,000	\$3,511.00	\$597,000	\$3,661.00
\$523,000	\$3,217.00	\$548,000	\$3,367.00	\$573,000	\$3,517.00	\$598,000	\$3,667.00
\$524,000	\$3,223.00	\$549,000	\$3,373.00	\$574,000	\$3,523.00	\$599,000	\$3,673.00
\$525,000	\$3,229.00	\$550,000	\$3,379.00	\$575,000	\$3,529.00	\$600,000	\$3,679.00

NEW BUILDING DEPARTMENT FEES 2012

\$601,000	\$3,685.00	\$626,000	\$3,835.00	\$651,000	\$3,985.00	\$676,000	\$4,135.00
\$602,000	\$3,691.00	\$627,000	\$3,841.00	\$652,000	\$3,991.00	\$677,000	\$4,141.00
\$603,000	\$3,697.00	\$628,000	\$3,847.00	\$653,000	\$3,997.00	\$678,000	\$4,147.00
\$604,000	\$3,703.00	\$629,000	\$3,853.00	\$654,000	\$4,003.00	\$679,000	\$4,153.00
\$605,000	\$3,709.00	\$630,000	\$3,859.00	\$655,000	\$4,009.00	\$680,000	\$4,159.00
\$606,000	\$3,715.00	\$631,000	\$3,865.00	\$656,000	\$4,015.00	\$681,000	\$4,165.00
\$607,000	\$3,721.00	\$632,000	\$3,871.00	\$657,000	\$4,021.00	\$682,000	\$4,171.00
\$608,000	\$3,727.00	\$633,000	\$3,877.00	\$658,000	\$4,027.00	\$683,000	\$4,177.00
\$609,000	\$3,733.00	\$634,000	\$3,883.00	\$659,000	\$4,033.00	\$684,000	\$4,183.00
\$610,000	\$3,739.00	\$635,000	\$3,889.00	\$660,000	\$4,039.00	\$685,000	\$4,189.00
\$611,000	\$3,745.00	\$636,000	\$3,895.00	\$661,000	\$4,045.00	\$686,000	\$4,195.00
\$612,000	\$3,751.00	\$637,000	\$3,901.00	\$662,000	\$4,051.00	\$687,000	\$4,201.00
\$613,000	\$3,757.00	\$638,000	\$3,907.00	\$663,000	\$4,057.00	\$688,000	\$4,207.00
\$614,000	\$3,763.00	\$639,000	\$3,913.00	\$664,000	\$4,063.00	\$689,000	\$4,213.00
\$615,000	\$3,769.00	\$640,000	\$3,919.00	\$665,000	\$4,069.00	\$690,000	\$4,219.00
\$616,000	\$3,775.00	\$641,000	\$3,925.00	\$666,000	\$4,075.00	\$691,000	\$4,225.00
\$617,000	\$3,781.00	\$642,000	\$3,931.00	\$667,000	\$4,081.00	\$692,000	\$4,231.00
\$618,000	\$3,787.00	\$643,000	\$3,937.00	\$668,000	\$4,087.00	\$693,000	\$4,237.00
\$619,000	\$3,793.00	\$644,000	\$3,943.00	\$669,000	\$4,093.00	\$694,000	\$4,243.00
\$620,000	\$3,799.00	\$645,000	\$3,949.00	\$670,000	\$4,099.00	\$695,000	\$4,249.00
\$621,000	\$3,805.00	\$646,000	\$3,955.00	\$671,000	\$4,105.00	\$696,000	\$4,255.00
\$622,000	\$3,811.00	\$647,000	\$3,961.00	\$672,000	\$4,111.00	\$697,000	\$4,261.00
\$623,000	\$3,817.00	\$648,000	\$3,967.00	\$673,000	\$4,117.00	\$698,000	\$4,267.00
\$624,000	\$3,823.00	\$649,000	\$3,973.00	\$674,000	\$4,123.00	\$699,000	\$4,273.00
\$625,000	\$3,829.00	\$650,000	\$3,979.00	\$675,000	\$4,129.00	\$700,000	\$4,279.00

\$701,000	\$4,285.00	\$726,000	\$4,435.00	\$751,000	\$4,585.00	\$776,000	\$4,735.00
\$702,000	\$4,291.00	\$727,000	\$4,441.00	\$752,000	\$4,591.00	\$777,000	\$4,741.00
\$703,000	\$4,297.00	\$728,000	\$4,447.00	\$753,000	\$4,597.00	\$778,000	\$4,747.00
\$704,000	\$4,303.00	\$729,000	\$4,453.00	\$754,000	\$4,603.00	\$779,000	\$4,753.00
\$705,000	\$4,309.00	\$730,000	\$4,459.00	\$755,000	\$4,609.00	\$780,000	\$4,759.00
\$706,000	\$4,315.00	\$731,000	\$4,465.00	\$756,000	\$4,615.00	\$781,000	\$4,765.00
\$707,000	\$4,321.00	\$732,000	\$4,471.00	\$757,000	\$4,621.00	\$782,000	\$4,771.00
\$708,000	\$4,327.00	\$733,000	\$4,477.00	\$758,000	\$4,627.00	\$783,000	\$4,777.00
\$709,000	\$4,333.00	\$734,000	\$4,483.00	\$759,000	\$4,633.00	\$784,000	\$4,783.00
\$710,000	\$4,339.00	\$735,000	\$4,489.00	\$760,000	\$4,639.00	\$785,000	\$4,789.00
\$711,000	\$4,345.00	\$736,000	\$4,495.00	\$761,000	\$4,645.00	\$786,000	\$4,795.00
\$712,000	\$4,351.00	\$737,000	\$4,501.00	\$762,000	\$4,651.00	\$787,000	\$4,801.00
\$713,000	\$4,357.00	\$738,000	\$4,507.00	\$763,000	\$4,657.00	\$788,000	\$4,807.00
\$714,000	\$4,363.00	\$739,000	\$4,513.00	\$764,000	\$4,663.00	\$789,000	\$4,813.00
\$715,000	\$4,369.00	\$740,000	\$4,519.00	\$765,000	\$4,669.00	\$790,000	\$4,819.00
\$716,000	\$4,375.00	\$741,000	\$4,525.00	\$766,000	\$4,675.00	\$791,000	\$4,825.00
\$717,000	\$4,381.00	\$742,000	\$4,531.00	\$767,000	\$4,681.00	\$792,000	\$4,831.00
\$718,000	\$4,387.00	\$743,000	\$4,537.00	\$768,000	\$4,687.00	\$793,000	\$4,837.00
\$719,000	\$4,393.00	\$744,000	\$4,543.00	\$769,000	\$4,693.00	\$794,000	\$4,843.00
\$720,000	\$4,399.00	\$745,000	\$4,549.00	\$770,000	\$4,699.00	\$795,000	\$4,849.00
\$721,000	\$4,405.00	\$746,000	\$4,555.00	\$771,000	\$4,705.00	\$796,000	\$4,855.00
\$722,000	\$4,411.00	\$747,000	\$4,561.00	\$772,000	\$4,711.00	\$797,000	\$4,861.00
\$723,000	\$4,417.00	\$748,000	\$4,567.00	\$773,000	\$4,717.00	\$798,000	\$4,867.00
\$724,000	\$4,423.00	\$749,000	\$4,573.00	\$774,000	\$4,723.00	\$789,000	\$4,873.00
\$725,000	\$4,429.00	\$750,000	\$4,579.00	\$775,000	\$4,729.00	\$800,000	\$4,879.00

NEW BUILDING DEPARTMENT FEES 2012

\$801,000	\$4,885.00	\$826,000	\$5,035.00	\$851,000	\$5,185.00	\$876,000	\$5,335.00
\$802,000	\$4,891.00	\$827,000	\$5,041.00	\$852,000	\$5,191.00	\$877,000	\$5,341.00
\$803,000	\$4,897.00	\$828,000	\$5,047.00	\$853,000	\$5,197.00	\$878,000	\$5,347.00
\$804,000	\$4,903.00	\$829,000	\$5,053.00	\$854,000	\$5,203.00	\$879,000	\$5,353.00
\$805,000	\$4,909.00	\$830,000	\$5,059.00	\$855,000	\$5,209.00	\$880,000	\$5,359.00
\$806,000	\$4,915.00	\$831,000	\$5,065.00	\$856,000	\$5,215.00	\$881,000	\$5,365.00
\$807,000	\$4,921.00	\$832,000	\$5,071.00	\$857,000	\$5,221.00	\$882,000	\$5,371.00
\$808,000	\$4,927.00	\$833,000	\$5,077.00	\$858,000	\$5,227.00	\$883,000	\$5,377.00
\$809,000	\$4,933.00	\$834,000	\$5,083.00	\$859,000	\$5,233.00	\$884,000	\$5,383.00
\$810,000	\$4,939.00	\$835,000	\$5,089.00	\$860,000	\$5,239.00	\$885,000	\$5,389.00
\$811,000	\$4,945.00	\$836,000	\$5,095.00	\$861,000	\$5,245.00	\$886,000	\$5,395.00
\$812,000	\$4,951.00	\$837,000	\$5,101.00	\$862,000	\$5,251.00	\$887,000	\$5,401.00
\$813,000	\$4,957.00	\$838,000	\$5,107.00	\$863,000	\$5,257.00	\$888,000	\$5,407.00
\$814,000	\$4,963.00	\$839,000	\$5,113.00	\$864,000	\$5,263.00	\$889,000	\$5,413.00
\$815,000	\$4,969.00	\$840,000	\$5,119.00	\$865,000	\$5,269.00	\$890,000	\$5,419.00
\$816,000	\$4,975.00	\$841,000	\$5,125.00	\$866,000	\$5,275.00	\$891,000	\$5,425.00
\$817,000	\$4,981.00	\$842,000	\$5,131.00	\$867,000	\$5,281.00	\$892,000	\$5,431.00
\$818,000	\$4,987.00	\$843,000	\$5,137.00	\$868,000	\$5,287.00	\$893,000	\$5,437.00
\$819,000	\$4,993.00	\$844,000	\$5,143.00	\$869,000	\$5,293.00	\$894,000	\$5,443.00
\$820,000	\$4,999.00	\$845,000	\$5,149.00	\$870,000	\$5,299.00	\$895,000	\$5,449.00
\$821,000	\$5,005.00	\$846,000	\$5,155.00	\$871,000	\$5,305.00	\$896,000	\$5,455.00
\$822,000	\$5,011.00	\$847,000	\$5,161.00	\$872,000	\$5,311.00	\$897,000	\$5,461.00
\$823,000	\$5,017.00	\$848,000	\$5,167.00	\$873,000	\$5,317.00	\$898,000	\$5,467.00
\$824,000	\$5,023.00	\$849,000	\$5,173.00	\$874,000	\$5,323.00	\$899,000	\$5,473.00
\$825,000	\$5,029.00	\$850,000	\$5,179.00	\$875,000	\$5,329.00	\$900,000	\$5,479.00

\$901,000	\$5,485.00	\$926,000	\$5,635.00	\$951,000	\$5,785.00	\$976,000	\$5,935.00
\$902,000	\$5,491.00	\$927,000	\$5,641.00	\$952,000	\$5,791.00	\$977,000	\$5,941.00
\$903,000	\$5,497.00	\$928,000	\$5,647.00	\$953,000	\$5,797.00	\$978,000	\$5,947.00
\$904,000	\$5,503.00	\$929,000	\$5,653.00	\$954,000	\$5,803.00	\$979,000	\$5,953.00
\$905,000	\$5,509.00	\$930,000	\$5,659.00	\$955,000	\$5,809.00	\$980,000	\$5,959.00
\$906,000	\$5,515.00	\$931,000	\$5,665.00	\$956,000	\$5,815.00	\$981,000	\$5,965.00
\$907,000	\$5,521.00	\$932,000	\$5,671.00	\$957,000	\$5,821.00	\$982,000	\$5,971.00
\$908,000	\$5,527.00	\$933,000	\$5,677.00	\$958,000	\$5,827.00	\$983,000	\$5,977.00
\$909,000	\$5,533.00	\$934,000	\$5,683.00	\$959,000	\$5,833.00	\$984,000	\$5,983.00
\$910,000	\$5,539.00	\$935,000	\$5,689.00	\$960,000	\$5,839.00	\$985,000	\$5,989.00
\$911,000	\$5,545.00	\$936,000	\$5,695.00	\$961,000	\$5,845.00	\$986,000	\$5,995.00
\$912,000	\$5,551.00	\$937,000	\$5,701.00	\$962,000	\$5,851.00	\$987,000	\$6,001.00
\$913,000	\$5,557.00	\$938,000	\$5,707.00	\$963,000	\$5,857.00	\$988,000	\$6,007.00
\$914,000	\$5,563.00	\$939,000	\$5,713.00	\$964,000	\$5,863.00	\$989,000	\$6,013.00
\$915,000	\$5,569.00	\$940,000	\$5,719.00	\$965,000	\$5,869.00	\$990,000	\$6,019.00
\$916,000	\$5,575.00	\$941,000	\$5,725.00	\$966,000	\$5,875.00	\$991,000	\$6,025.00
\$917,000	\$5,581.00	\$942,000	\$5,731.00	\$967,000	\$5,881.00	\$992,000	\$6,031.00
\$918,000	\$5,587.00	\$943,000	\$5,737.00	\$968,000	\$5,887.00	\$993,000	\$6,037.00
\$919,000	\$5,593.00	\$944,000	\$5,743.00	\$969,000	\$5,893.00	\$994,000	\$6,043.00
\$920,000	\$5,599.00	\$945,000	\$5,749.00	\$970,000	\$5,899.00	\$995,000	\$6,049.00
\$921,000	\$5,605.00	\$946,000	\$5,755.00	\$971,000	\$5,905.00	\$996,000	\$6,055.00
\$922,000	\$5,611.00	\$947,000	\$5,761.00	\$972,000	\$5,911.00	\$997,000	\$6,061.00
\$923,000	\$5,617.00	\$948,000	\$5,767.00	\$973,000	\$5,917.00	\$998,000	\$6,067.00
\$924,000	\$5,623.00	\$949,000	\$5,773.00	\$974,000	\$5,923.00	\$999,000	\$6,073.00
\$925,000	\$5,629.00	\$950,000	\$5,779.00	\$975,000	\$5,929.00	\$1,000,000	\$6,079.00

OTHER FEES	
SLED UP TO 120 SQ. FT	150.00
SLED 121 SQ. FT. TO 300 SQ. FT.	225.00
SLED OVER 301 SQ. FT.	275.00
DECKS PER SQ. FT.	25.00 SQ. FT.
GARAGE/TAG SALE SIGN APPLICATION	
* Garage/Tag sale signs to be posted no more than four (4) days prior to sale and must be removed one (1) day after.	10.00
* Garage/Tag sale signs not to be posted on utility poles or town or state right of way.	
SIGN PERMIT	150.00
ADDITIONAL SIGNS	50.00
CERTIFICATE OF OCCUPANCY:	Residential: 60.00
	Commercial: 100.00
CERTIFICATE OF NON-CONFORMITY:	100.00
DEMOLITION:	100.00
RENEWAL'S: (After (1) one year cost of original permit)	
ZONE FEE: (Included in building permit fee)	10.00
WORK DONE WITHOUT PERMIT - BUILDING PERMIT FEES DOUBLE **CO FEES DOUBLE** BUREAU OF FIRE PREVENTION FEES	
FIRE ALARM PERMIT:	75.00
BLASTING PERMIT	150.00
FIREWORK PERMIT	150.00
BONFIRE PERMIT	75.00
TENT PERMIT	75.00
ARB APPLICATIONS	50.00

2012 PLUMBING FEES

OIL TANKS

Installation / Removal under 550 gal	\$50.00
Installation / Removal 550 + gal	\$75.00
Installation / Removal 1000 + gal	\$100.00

**** (Removals must be witnessed by inspector) ****

**** (Soil test is required for leaking tanks) ****

BOILERS/ HEAT PUMPS / AIR CONDITIONERS

\$75.00

GAS PERMITS

Gas Tanks	\$60.00 each tank
Gas Lines	\$25.00 each line
Gas Connections to:	\$65.00
Heat, Clothes Dryer, Stove	minimum
Oven, Fireplace, BBQ	\$20.00 per
Gas Meter, Misc.	connection
Pool Heater / Generator	\$50.00

PLUMBING PERMITS

	\$65.00
Toilet, Sink, Bath Tub, Basin, Shower	minimum
Dishwasher, Laundry Tub, Washing Machine	\$20.00 per
Urinal, Bidet, Sewage Ejector, Other	fixture

Chapter 74. Building Construction

Article I. Building Code Administration

§ 74-11. Firesafety and property maintenance inspections.

- A. Inspections required. Firesafety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Officer or an inspector designated by the Code Enforcement Officer at the following intervals:
- (1) Firesafety and property maintenance inspections of buildings or structures which contain an area of public assembly shall be performed at least once every 12 months.
 - (2) Firesafety and property maintenance inspections of buildings or structures being occupied as dormitories shall be performed at least once every 12 months.
 - (3) Firesafety and property maintenance inspections of all multiple dwellings not included in Subsection A(1) or (2), and all nonresidential buildings, structures, uses and occupancies not included in Subsection A(1) or (2) shall be performed at least once every 36 months.
- B. Inspections permitted. In addition to the inspections required by Subsection A of this section, a firesafety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Officer or an inspector designated by the Code Enforcement Officer at any time upon: the request of the owner of the property to be inspected or an authorized agent of such owner; receipt by the Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist; provided, however, that nothing in this subsection shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.
- C. OFPC inspections. Nothing in this section or in any other provision of this article shall supersede, limit or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator under Executive Law § 156-e and Education Law § 807-b. Notwithstanding any other provision of this section to the contrary:
- (1) The Code Enforcement Officer shall not perform firesafety and property maintenance inspections of a building or structure which contains an area of public assembly if OFPC performs firesafety and property maintenance inspections of such building or structure at least once every 12 months;
 - (2) The Code Enforcement Officer shall not perform firesafety and property maintenance inspections of a building or structure occupied as a dormitory if OFPC performs firesafety and property maintenance inspections of such building or structure at least once every 12 months;
 - (3) The Code Enforcement Officer shall not perform firesafety and property maintenance inspections of a multiple dwelling not included in Subsection A(1) or (2) of this section if OFPC

performs firesafety and property maintenance inspections of such multiple dwelling at intervals not exceeding the interval specified in Subsection **A(3)** of this section; and

- (4) The Code Enforcement Officer shall not perform firesafety and property maintenance inspections of a nonresidential building, structure, use or occupancy not included in Subsection **A(1)** or **(2)** of this section if OFPC performs firesafety and property maintenance inspections of such nonresidential building, structure, use or occupancy at intervals not exceeding the interval specified in Subsection **A(3)** of this section.

D. Fee. The fee specified in or determined in accordance with the provisions set forth in § 74-16, Fees, of this article must be paid prior to or at the time of each inspection performed pursuant to this section. This subsection shall not apply to inspections performed by OFPC.

E. Garages.

[Added 10-13-2016 by L.L. No. 4-2016]

- (1) Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with 3/4-hour fire-protection-rated assemblies equipped with self-closing devices.
 - (a) Duct penetration. Ducts in the garage and ducts penetrating the walls or ceilings separating the dwelling from the garage shall be constructed of a minimum No. 26 gage (0.48 mm) sheet steel or other approved material and shall have no openings into the garage.
 - (b) Other penetrations. Penetrations through the separation required in Subsection **E(2)(b)** shall be protected by filling the opening around the penetrating item with approved material to resist the free passage of flame and products of combustion.
- (2) Separation required. The garage shall be separated from the residence and its attic area by horizontal or vertical separations conforming to Subsection **E(2)(a)** and **(b)**.
 - (a) Vertical separations. Where partitions are used to separate an attached garage from a living space or its attic, the partition assembly shall have a 3/4-hour fire-resistance rating. Exception: In lieu of providing partitions that have a 3/4-hour fire-resistance rating, one layer of 5/8-inch thick type-X gypsum board may be installed on the garage side and one layer of 1/2-inch type X gypsum board may be installed on the opposite side. Application shall be in accordance with Section R702.3 of the International Residential Code (2015) (hereinafter the "Residential Code").
 - (b) Horizontal separations. Where horizontal construction is used to separate the garage from the living space or its attic, such construction shall be protected with one layer of 5/8-inch thick type X gypsum board, installed in accordance with the requirements of Section R805.1 of the Residential Code. Openings in horizontal separations shall not be permitted except where the residence is otherwise protected by vertical separations. Where the horizontal separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than 5/8-inch (15.87 mm) type X gypsum board or equivalent.
- (3) Floors. Garage floor surfaces shall be of approved noncombustible material. The area of floor used for parking of automobiles or other vehicles shall be sloped to facilitate the movement of liquids to a drain or toward the main vehicle entry doorway.
- (4) Carports. Carports shall be open on not less than two sides. Carport floor surfaces shall be of approved noncombustible material. Carports not open on two or more sides shall be considered to be a garage and shall comply with the provisions of this section for garages. Exception: Asphalt surfaces shall be permitted at ground level in carports. The area of floor used for parking of automobiles or other vehicles shall be sloped to facilitate the movement of liquids to a drain or toward the main vehicle entry doorway.

- (5) Flood hazard areas. For building located in flood hazard areas as established by Table R301.2(1) of the Residential Code, garage floors shall be:
- (a) Elevated to or above the design flood elevation as determined in accordance with Section R322 of the Residential Code; or
 - (b) Located below the design flood elevation provided that the floors are at or above grade on not less than one side, are used solely for parking, building access or storage, meet the requirements of Section R322 and are otherwise constructed in accordance with this Code.
- (6) Automatic garage door openers. Automatic garage door openers, if provided, shall be listed and labeled in accordance with UL 325.
- (7) Fire sprinklers. Private garages shall be protected by fire sprinklers where the garage wall has been designed based on Table R302.1(2) of the Residential Code, Footnote a. Sprinklers in garages shall be connected to an automatic sprinkler system that complies with Section P2904 of the Residential Code. Garage sprinklers shall be residential sprinklers or quick-response sprinklers, designed to provide a density of 0.05 gpm/ft². Garage doors shall not be considered obstructions with respect to sprinkler placement.

Chapter 74. Building Construction

Article I. Building Code Administration

§ 74-10. Operating permits.

A. Operating permits required.

- (1) Operating permits shall be required for conducting the activities or using the categories of buildings listed below:
 - (a) Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Table 2703.1.1(1), 2703.1.1(2), 2703.1.1(3) or 2703.1.1(4) in the publication entitled "Fire Code of New York State" and incorporated by reference in 19 NYCRR 1225.1;
 - (b) Hazardous processes and activities, including but not limited to commercial and industrial operations which produce combustible dust as a byproduct, fruit and crop ripening, and waste handling;
 - (c) Use of pyrotechnic devices in assembly occupancies;
 - (d) Buildings containing one or more areas of public assembly with an occupant load of 100 persons or more; and
 - (e) Buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the Town Board of this Town.
- (2) Any person who proposes to undertake any activity or to operate any type of building listed in this Subsection A shall be required to obtain an operating permit prior to commencing such activity or operation.

- B. Applications for operating permits. An application for an operating permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Officer determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant.
- C. Inspections. The Code Enforcement Officer or an inspector authorized by the Code Enforcement Officer shall inspect the subject premises prior to the issuance of an operating permit.
- D. Multiple activities. In any circumstance in which more than one activity listed in Subsection A of this section is to be conducted at a location, the Code Enforcement Officer may require a separate operating permit for each such activity, or the Code Enforcement Officer may, in his or her discretion, issue a single operating permit to apply to all such activities.

- E. Duration of operating permits. Operating permits shall be issued for such period of time, not to exceed one year in the case of any operating permit issued for an area of public assembly and not to exceed three years in any other case, as shall be determined by the Code Enforcement Officer to be consistent with local conditions. The effective period of each operating permit shall be specified in the operating permit. An operating permit may be reissued or renewed upon application to the Code Enforcement Officer, payment of the applicable fee, and approval of such application by the Code Enforcement Officer.
- F. Revocation or suspension of operating permits. If the Code Enforcement Officer determines that any activity or building for which an operating permit was issued does not comply with any applicable provision of the Uniform Code, such operating permit shall be revoked or suspended.
- G. Fee. The fee specified in or determined in accordance with the provisions set forth in § 74-16, Fees, of this article must be paid at the time of submission of an application for an operating permit, for an amended operating permit, or for reissue or renewal of an operating permit.

Chapter 74. Building Construction

Article I. Building Code Administration

§ 74-16. Fees.

A fee schedule shall be established by local law of the Town Board of this Town. Such fee schedule may thereafter be amended from time to time. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of building permits, amended building permits, renewed building permits, certificates of occupancy/certificates of compliance, temporary certificates, operating permits, firesafety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this article.

Sent to:
TB, TA, TC
12/21/2022
KD

INTEROFFICE MEMORANDUM

TO: TOWN SUPERVISOR AND MEMBERS OF THE TOWN BOARD
FROM: SENIORS DEPARTMENT DIRECTOR, BARBARA TABERER
SUBJECT: AMERICAN RESCUE PLAN GRANT
DATE: NOVEMBER 18, 2022
CC: DIRECTOR FINANCE, TOWN CLERK

The Director of Senior Programs requests American Rescue Plan grant not to exceed \$90,304.00 be executed and sent in to Westchester County by December 13, 2022 as per email received this week.



George Latimer
County Executive

Department of Senior Programs and Services

Mac Carpenter
Commissioner

November 21, 2022

Ms. Barbara Taberer
Director, Somers Senior Services
TOWN OF SOMERS
P.O. Box 236
Lincolndale, NY 10540

RE: American Rescue Plan Act CMC6 – HDC6 grant funds for Title III-C-2 Nutrition Programs Contract, PY 2021 – 2024. April 1, 2021 and continuing through September 30, 2024

Dear Ms. Taberer:

Attached to the e-mail that was sent with this letter is a blank copy of the contract for the provision of nutrition and nutrition-related services by the **TOWN OF SOMERS**, comprised of an Agreement and Schedules “A”, “B”, “C” “D”, “E”. The contract shall be for a term commencing retroactive to **April 1, 2021 and continuing through September 30, 2024**, payable with federal American Rescue Plan Act grant funds for CMC6 and HDC6 programs (“Programs”) corresponding with Title III-C-1 & III-C-2 of the Older Americans Act. Funding for the programs will be in the amounts indicated below for actual services provided and data-entered in the New York State Office for the Aging’s (NYSOFA’S) electronic reporting system: PeerPlace. ARP funding for the program will be in an amount not to exceed **\$90,304**, comprised of **\$36,169 in CMC6 funds**, and **\$54,135 in HDC6 funds**, and **\$ 4,019 CMC6 and \$ 6,016 HDC6, in Contractor matching funds**, payable based on an approved line item budget. Payment shall only be made for nutrition and/or nutrition-related services actually delivered by the **TOWN OF SOMERS** in accordance with the Programs. The Department may reduce the amount payable to its contractors if the New York State Office for the Aging reduces the Department’s federal funding, in which case you will be notified.

PROGRAM Title III-C-1 & III-C-2

Services	CMC6	CMC6 Contractor Match	HDC6	HDC6 Contractor Match
Other - Consumable Supplies	\$6,329	\$ 703	\$9,473	\$1,053
Meals	\$7,234	\$ 804	\$10,827	\$1,203
Equipment, Supplies, Repairs & Vehicle Expenses	\$16,277	\$1,809	\$24,362	\$2,707
In-Home Contact and Support	\$6,329	\$ 703	\$9,473	\$1,053

You MUST use the original contract documents that we have provided. NO ALTERATIONS may be made to the contract without the prior consent of the Dept. We also recommend that you keep an electronic copy of the contract on hand in the event that you need to reprint a page. With the exception of the applicable Excel Pages, **DO NOT fill out the contract electronically as we want to maintain the integrity of the document. Noncompliance with these requests will result in the contract returned to your agency.**

Please **print a copy of the contract** and fill it out making sure that where signatures are required on all documents that they are original. With the exception of the applicable Excel Pages, **DO NOT fill out the contract electronically as we want to maintain the integrity of the document. Noncompliance with these requests will result in the contract returned to your agency.** Return the ENTIRE originally signed contract to me at the address in the footer below. Contracts with COPIED signatures are unacceptable.

Please refer to the "Standard Insurance Provisions" in Schedule "A" for detailed information regarding ALL required insurances. Contracts will be on hold pending receipt of any missing insurance form. Remember to list the County of Westchester as an Additional Insured on the Certificate of Liability Insurance

You are required to mail in the completed PeerPlace Monthly Nutrition Report signed by the staff member responsible for the report. The reports should be received by the County no later than the tenth (10th) day of the following month. The County reserves the right to withhold payment to Contractor for its failure to submit the monthly report by the deadline, until the monthly report is received by the County.

Please direct program-related questions to your program liaison Patricia Szeliga at 914-813-6432 or via e-mail at pls3@westchestergov.com. You may also contact me at 914-813-6058 or via e-mail at ssj3@westchestergov.com for questions pertaining to the processing of the contract.

Sincerely,



Sharon Johnson
Program Administrator

Attachments.

THIS AGREEMENT ("Agreement"), made this
_____ day of _____, 2022, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the "County") acting by and through its Department of Senior Programs and Services (hereinafter referred to as the "Department")

and

TOWN OF SOMERS, a municipal corporation organized under the laws of the State of New York, having an office and principal place of business at P.O. Box 236 Lincolndale, NY 10540
(hereinafter referred to as the "Municipality", and together with the County hereinafter collectively referred to as the "Parties")

WITNESSETH:

WHEREAS, the County, acting by and through its Department, has been awarded certain federal grants from the New York State Office for the Aging ("NYSOFA") to expand certain existing Nutrition Services and In-Home Contact and Support Services to County seniors 60 years and older in accordance with Title III-C-1 and Title III-C-2 of the Older Americans Act ("OAA") (the "Program Services"), to be paid with American Rescue Plan ("ARP") grant funds under the CMC6 Program and the HDC6 Program (collectively, the "Program"); and

WHEREAS, the Municipality represents that it is an organization capable of coordinating and providing said Program Services including home-delivered meals and groceries to senior County residents who are at high risk of malnutrition, to improve their well-being as required by the Program,

WHEREAS, the County will also reimburse the Municipality for actual expenses incurred by the Municipality in connection with the use of equipment, supplies, repairs and vehicle in accordance with the Program; and

WHEREAS, the Municipality desires to provide the Program Services upon the terms and conditions hereinafter set forth, and the County desires the Municipality to provide such Program Services upon such terms and conditions.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and agreements contained herein, the Parties hereto agree as follows:

1. The Municipality shall provide the Program Services, as more particularly described in Schedule "C" (the "Work"). All Work must be performed in accordance with the terms of the Standard Assurances in Schedule "C" and the Standard Assurances in the Annual Update to the approved Four Year Plan (the "Plan") attached hereto and made a part hereof in the form of Schedule "F." The Municipality shall also comply with the terms and conditions set forth in Schedules "A", "D" and "E". It is expressly understood and agreed by the Parties hereto that all schedules to this Agreement applicable to the New York State Office for the Aging ("NYSOFA") and all schedules applicable to the County are subject to the approval of and modification of each, as necessary.

2. The term of the Agreement shall commence retroactive to April 1, 2021 and expire on September 30, 2024, unless terminated sooner pursuant to the provisions hereof.

3. The aggregate amount to be paid to the Municipality under this Agreement including actual expenses, shall not exceed the sum of \$ 90304, comprised of \$ 36169 in CMC6 Program funds and \$ 54135 in HDC6 Program funds in accordance with the approved budget in Schedule "B."

4. The County shall reimburse the Municipality for the operation of the Program described in Paragraph 1 hereof after the County has received the Notice of Grant Award Letter from the NYSOFA. Payment shall be made on a monthly basis in accordance with an approved budget in Schedule "B" and upon submission by the

Municipality of claims or vouchers and such supporting documentation as the County may require for actual Program Services delivered by the Municipality and actual expenses incurred by the Municipality for equipment, supplies, repairs and vehicle, in accordance with the Program, which payment shall be reduced by the County based upon the actual services delivered by the Municipality and the actual expenses incurred by the Municipality for equipment, supplies, repairs and vehicles in accordance with the Program during the term of this Agreement, and subject to the approval of same by the Department's Commissioner or her duly authorized designee (hereinafter, "Commissioner").

If, for any reason, the Notification of Grant Award Letter is not received by the County from NYSOFA, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the sole and complete discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, the Parties recognize and acknowledge that the foregoing obligation of the County to make payment is expressly conditioned upon the County's receipt of the Notification of Grant Award Letter from NYSOFA. Except that the County may, in its discretion, if it shall deem such payment to be required in furtherance of the Program, pay the Municipality prior to receipt of payment or approval thereof from NYSOFA, provided that, in the event NYSOFA subsequently fails or refuses to pay the County, the Municipality shall immediately reimburse the County for such payment made to the Municipality, or, the County, in its sole discretion, may deduct such amount from future payments due and owing the Municipality under this Agreement or other agreements the County may have with the Municipality, in the sole discretion of the County. In no event shall final payment be made to the Municipality prior to completion of all Work, the submission of reports and the approval of same by the Department.

The Municipality understands and agrees that it shall be solely responsible for any

over expenditures or overserved units of services that it provides, and the County shall have no liability whatsoever therefore.

In addition, the Parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and the County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The Parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County

finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

The County shall not be obligated to make any payment to the Municipality hereunder unless and until the Municipality has complied with all of the terms and conditions contained in this Agreement.

5 The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the Work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

6. The Municipality shall comply, at its own expense, with the provisions of all applicable Federal, State and local laws, regulations, rules, executive orders, policies,

orders, notices, and related guidance, as such provisions may be amended from time to time, including, but not limited to the laws, rules and regulations detailed in Schedule "F", which is attached hereto and made a part hereof.

In addition, the Municipality shall cause to be prominently posted, on the site where services hereunder are to be provided, a statement regarding non-discrimination, which statement shall be similar in form to the following:

"In compliance with 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973, as amended) and 42 U.S.C. § 2000d et. seq. (Title VI of the 1964 Civil Rights Act) and New York State Executive Law and orders, no persons will be denied service or access to service based upon race, creed, color, national origin, religion, marital status, sexual orientation, genetic predisposition, carrier status, or handicapping condition."

7. The Municipality hereby expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of the County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, s, or others.

8. (a) There shall be no partisan political activity in connection with this Agreement, including (i) candidate endorsements (ii) registration activities which are partisan in nature (iii) scheduled meetings of services recipients with public officials or candidates unless event is open on an equal basis to all candidates and officials regardless of policy views or partisan affiliation. This does not preclude the legitimate right of elected officials and other community leaders to visit programs in their areas.

(b) The Municipality shall ensure that any services to be provided under this

Agreement shall be secular in nature and scope and in no event shall there be any sectarian or religious services, counseling, proselytizing, instruction or other sectarian, religious influence undertaken in connection with the provision of such services. The Municipality shall refrain from using funds to advance any sectarian effort.

9. Except for subcontracts specifically provided for in Schedule "C", if applicable, the Municipality shall not assign, transfer, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein, without the prior express written approval of the County. Any attempted assignment, transfer, subcontract or other disposal of any right, duty or interest under this Agreement not in compliance with this section shall be void ab initio.

All subcontracts for which the Municipality has obtained such prior written approval shall provide that subcontractors are subject to all terms and conditions set forth in the Agreement. All Work performed by an approved subcontractor shall be deemed Work performed by the Municipality.

10. The Municipality must attempt to provide service to low-income minority older individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by such Municipality. As a material element of this Agreement, Municipality agrees to fully comply with the provisions required by the Office for the Aging concerning equal access to services, non-discrimination and concentration of services on target populations, as more fully set forth in Schedule "C", attached hereto and made a part hereof.

11. Statistical information and supporting documentation concerning the Program conducted hereunder shall be provided to the County by the Municipality on request of the County.

Documentation of reports and expenses shall include, without limiting the right to require additional documentation: invoices for all purchases, payroll time records, payroll records for local support contribution, municipal payment vouchers for governmental agencies and canceled checks for private agencies, as required.

The Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted electronically in the NYSOFA'S Client Statewide Data System (PeerPlace). Until further notice, the Municipality is required to mail in the PeerPlace MONTHLY ELECTRONIC PAPER REPORT and or other approved reporting measure, signed by the staff member responsible for the report. The reports should be received by the County no later than the tenth (10th) day of the following month and/or entered on the website at the same time. The Municipality understands and agrees that submission of the monthly report by the deadline set forth above constitutes a material element of this Agreement. The County reserves the right to withhold payment to the Municipality for its failure to submit the monthly report by the deadline, until such time as the monthly report is received by the County. Repeated failures by the Municipality to submit the monthly report by the stated deadline will constitute a material breach of this Agreement justifying termination for cause as provided in Paragraph "16" hereof.

The Municipality shall furnish the County with copies of all insurance certificates, food contracts, rental agreements, and transportation agreements relating to the service provided by the Municipality hereunder.

The Municipality agrees to procure and maintain insurance naming the County of Westchester as additional insured, as provided and described in Schedule "A", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of, the insurance provisions contained in Schedule "A", the Municipality agrees:

a. that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

b. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

c. In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

12. The Municipality agrees that any program, public information materials, or other printed or published materials on the Work which is supported with the Program funds will give due recognition to NYSOFA and the Department and as appropriate the Administration on Aging/Administration for Community Living (AoA/ACL) of the United States Department of Health and Human Services ("HHS").

13. All records compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, drawings, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use.

14. If equipment costing \$1,000.00 or more is purchased with any Federal or State funds under the Plan, and the equipment is no longer needed for activities supported by such Programs, NYSOFA/County reserve the right to select a recipient for and approve the transfer to such recipient of such equipment, which must be used for services to older adults. The Municipality understands, acknowledges, and agrees that it shall have no ownership interest in such equipment.

15. The Municipality shall provide adequate qualified and trained personnel for supervision and fiscal management of the Program.

16. (a) The County, upon ten (10) days' notice to the Municipality, may

terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered and actual expenses already incurred under this Agreement prior to the effective date of termination based upon an approved budget as specified in specified in paragraph "4" above. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Municipality shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County Attorney shall determine the value of such Work rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by Municipality of any particular duty or obligation under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective on the date of receipt.

17. The failure of the County to insist, in any one or more instances, upon a strict performance of any of the terms, covenants, agreements and conditions of this Agreement, shall not be considered as a waiver or relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

18. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the addresses as set forth below or to such other addresses as the respective Parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: Commissioner
Department of Senior Programs and Services
9 South First Avenue, 10th Floor
Mount Vernon, New York 10550-3414

with a copy to: County Attorney
Michaelian Office Building
148 Martine Avenue, Room 600
White Plains, New York 10601

To the Municipality **TOWN OF SOMERS**
P.O. Box 236
Lincolndale, NY 10540

19. The Municipality expressly agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Work and duties hereunder. The Municipality further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it. The Municipality shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Municipality shall also use all reasonable means to avoid any appearance of impropriety.

The Municipality represents and warrants that it has not employed or retained any

person, other than a bona fide full time salaried employee working solely for the Municipality, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Municipality), any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

20. The Municipality agrees, as a material element of this Agreement, that no information about an elderly person, or obtained from such elderly person, shall be disclosed by the Municipality to a third party in a form that identifies such elderly person, unless the disclosure is specifically required by court order, program monitoring by authorized Federal, State or local monitoring agencies, or by actual or immediate danger to the health, safety or welfare of such elderly person.

21. The Municipality represents and warrants that it, its principals, and affiliates (as defined in 2 C.F.R. Part 180) are not currently debarred or suspended and the Municipality agrees to complete the "Certification Regarding Debarment and Suspension," which is attached hereto and made a part hereof of Schedule "D." The Municipality agrees that it shall immediately notify the County if it, its principals, and/or affiliates is/are debarred or suspended, or its, its principals', and/or affiliates' debarment or suspension appears likely. The Municipality further agrees to comply, and to require its subcontractors to comply, with the debarment and suspension regulations in 2 C.F.R. Part 376, as well as the applicable requirements of 2 C.F.R. Part 180.

The Municipality represents and warrants that it is not currently excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits, by virtue of being on the United States General Service Administration's the Excluded Parties List System (EPLS), available at <http://www.sam.gov> as part of the System for Awards Management (SAM).

The Municipality agrees that it shall immediately notify the County if it is so-excluded, or its exclusion appears likely.

The Municipality represents and warrants that it is not currently on any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, and has not been found non-responsible by New York State or any political subdivision thereof. The Municipality agrees that it shall immediately notify the County if it is added to any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, or its addition to such lists appears likely. The Municipality agrees that it shall immediately notify the County if it is found non-responsible by New York State or any political subdivision thereof, or such a finding of non-responsibility appears likely.

The Municipality understands and acknowledges that the County is relying upon the Municipality's above-described representations and warranties.

Without limiting any of the foregoing, the Municipality certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2 C.F.R. Part 376, regarding nonprocurement debarment and suspension concerning public (Federal, State or local) transactions. If necessary, the Municipality will submit an explanation of why it cannot provide this certification.

All payments made by the County to the Municipality will be made by electronic funds transfer pursuant to the County's Vendor Direct Program. The Municipality acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the County's Finance Department directly.

22. As a material element of this Agreement, the Municipality agrees to fully comply with the Contributions Policy in NYSOFA's Program Instruction 18-PI-17 that is attached hereto as Schedule "E" and forms a part of this Agreement. The Municipality shall provide participants an opportunity to voluntarily contribute to the cost of the service received, as appropriate. The Municipality shall use all collected contributions

to expand the Program Services for which the contributions were given to supplement the funds received under the Program. The Municipality shall advise the participant that he or she may make a money contribution toward each meal received by participant pursuant to this Agreement. The amount of such contribution shall be suggested and posted by the Nutrition Site Council for the Municipality. The Municipality shall not however, deny a meal to a participant who does not make such contribution.

23. This Agreement shall be governed by the laws of New York State. In addition, the Parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

24. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the Parties prior to the determination of such invalidity or unenforceability.

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

Additionally, in the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the Parties.

26. This Agreement shall not be enforceable until signed by all Parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

THE COUNTY OF WESTCHESTER

By _____
Mae Carpenter, Commissioner
Department of Senior Programs
and Services

TOWN OF SOMERS

By _____
(Signature)

(Name)

(Title)

Approved by the Westchester County Board of Legislators pursuant to Act 10-2022,
adopted on the 7th day of March, 2022.
Approved:

Assistant County Attorney
The County of Westchester
21-24 CMC6 HDC6 IMA Template for III-C (Nutrition Scvs) WITHOUT Drug Free
Lobby.cmc.09.13.2022.docx

MUNICIPALITY ACKNOWLEDGMENT
(Municipal Corporation)

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

On this _____ day of _____, 20_____, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is _____

_____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing Agreement)

_____ of the _____
(Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing Agreement that _____
(Person executing Agreement)

who signed said Agreement on behalf of the Municipality was, at the time of execution

_____ of the Municipality,
(Title of such person),

that said Agreement was duly signed for on behalf of said Municipality by authority of its

_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this ___ day of _____, 20____, before me personally came _____
whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____
resides at _____, and that he/she is
the _____ of said municipal corporation.
(Title)

Notary Public

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS

(Municipality)

1. Prior to commencing Work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."
- b) Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- c) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Municipality and Sub-Contractor.
- iv. Products and Completed Operations.

- d) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground Work shall provide proof that XCU is covered.

- e) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the Parties that the insurance policies so effected shall protect both Parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

Important information for Municipalities and Insurance Brokers:

(The below is required for all insurance certificates)

For Additionally Insured & Waiver of Subrogation status on an ACORD certificate:

- a. Check off the additional insured (ADDL INSD) and waiver of subrogation (SUBR WVD) boxes next to the following policies:**

- Commercial General Liability
- Automobile Liability
- Umbrella/Excess Liability

And input the following language into Description of Operations box: "Certificate holder is included as additional insured on a primary & non-contributory basis"

OR

- b. Input following language into Description of Operations box:**

"Certificate holder is included as additional insured on a primary & non-contributory basis under the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies. All policies include a waiver of subrogation in favor of the certificate holder applies as required by written contract"

*For insurance certificates other than ACORD or with no check boxes please use **option b***

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

SCHEDULE "B"

**FEDERAL FUNDS
CMC6 & HDC6 - AMERICAN RESCUE PLAN ACT FUNDS
FOR NUTRITION PROGRAMS UNDER
TITLE III-C-1 & III-C-2 UNDER OF THE OLDER AMERICANS ACT OF 1965,
AS AMENDED**

NUTRITION PROGRAMS

SUBMITTED BY:

(MUNICIPALITY)

PERIOD COVERED: **APRIL 1, 2021 TO SEPTEMBER 30, 2024**

REQUIRED ACTION: **SUBMIT ONE (1) COMPLETED COPY OF THIS
SCHEDULE TO:**

**WESTCHESTER COUNTY DEPARTMENT
OF SENIOR PROGRAMS AND SERVICES
9 SOUTH FIRST AVENUE, 10TH FLOOR
MT. VERNON, NEW YORK 10550-3414**

**ONE (1) COPY MUST BE MAINTAINED BY
EACH OF THE INDIVIDUALS LISTED ON
PAGE 1, ITEM 6 AND PAGE 2, ITEM NUMBER 7
OF THIS SCHEDULE "C"**

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
CMC6 & HDC6 - AMERICAN RESCUE PLAN FUNDS FOR
TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS**

SCHEDULE "B"

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Excel Docs:	
CMC6 Budget & Budget Summary	1a - 1g
HDC6: Budget & Budget Summary	1a - 1g

WESTCHESTER COUNTY

MUNICIPALITY:

**DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
CMC6 & HDC6 - AMERICAN RESCUE PLAN FUNDS FOR
TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS**

AMOUNT OF CONTRACT

	<u>CONGREGATE</u>	<u>HOME DELIVERED</u>
	CMC6	HDC6
a. Federal Funds for Meals:	\$ _____	\$ _____
b. Federal Funds for In-Home Contact & Support:	\$ _____	\$ _____
c. Federal Funds for Other: Consumable Supplies:	\$ _____	\$ _____
d. Federal Funds for Equipment, Supplies Repairs & Vehicle Expenses:	\$ _____	\$ _____
e. County Match Funds:	\$0 _____	\$0 _____
f. Municipality Match Funds:	\$ _____	\$ _____
g. Total Funds Above (Lines a through f):	\$ _____	\$ _____
h. Total Participant Contributions:	\$ _____	\$ _____
i. Total Gross Amount (Lines g and h):	\$ _____	\$ _____
j. Other Resources (not included in grant budget):	\$0 _____	\$0 _____

SCHEDULE "B"

WESTCHESTER COUNTY

MUNICIPALITY _____

DEPT. OF SENIOR PROGRAMS AND SERVICES

2021 - 2024 CMC6 ARP ACT FUNDS FOR

SERVICE: Nutrition & Nutrition-related Services

TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS

SAMPLE PERSONNEL GROSS UNIT COST WORKSHEET

GENERIC PAGE FOR GUIDANCE IN FILLING OUT PAGE 1b AND MAY NOT BE SPECIFIC TO THE ACTUAL CONTRACTED SERVICE/S

	1	2	3	4	5	6
	Assigned Personnel for this Grant Service	Total FTE %	% of Time Working on Grant Service	FTE Actual % of time for this Grant Service col. 2 x col. 3	Annual Salary	Salary for this Grant Service col. 4 x col. 5
A. Administrative Positions: CANNOT EXCEED 15% OF TOTAL FOR COL. 6						
1	Assistant Director	100.00%	2.00%	2.00%	\$42,300	\$846
2						
3						
4						
5						
	Administrative Staff TOTAL	100.00%	2.00%	2.00%	\$42,300	\$846
B. Program/Service Positions:						
1	Transportation Coordinator	100.00%	12.50%	12.50%	\$32,645	\$4,081
2	Scheduling Assistant	100.00%	10.00%	10.00%	\$23,125	\$2,313
3						
4						
5						
6						
	Program Staff TOTAL	200.00%	22.50%	22.50%	\$55,770	\$6,393
	Grand Totals	300.00%	24.50%	24.50%	\$98,070	\$7,239

Administration Cannot Exceed 15% = col. 6 Admin Staff Total divided by col. 6 Grand Total :
11.69%

Instructions: Identify each position to be supported by this service. Round Numbers to whole dollars.

Column 1 Separate Administration and Program Salaried Staff

Column 2 Example: full time staff = 100% FTE

Example: part-time staff working 21 out of 35 total hours = 21 hrs / 35 hrs = 60% FTE

Column 3 Indicate the % of time the employee is working on this grant and service

SCHEDULE "B"

WESTCHESTER COUNTY

MUNICIPALITY: _____

DEPT. OF SENIOR PROGRAMS AND SERVICES

2021 - 2024 CMC6 ARP ACT FUNDS FOR

SERVICE: Nutrition & Nutrition-related Services

TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS

PERSONNEL GROSS UNIT COST WORKSHEET

(see sample on page 1a)

	1	2	3	4	5	6
	Assigned Personnel for this Grant Service	Total FTE %	% of Time Working on Grant Service	FTE Actual % of time for this Grant Service col. 2 x col. 3	Annual Salary	Salary for this Grant Service col. 4 x col. 5
A. Administrative Positions:	CANNOT EXCEED 15% OF TOTAL FOR COL. 6					
1						
2						
3						
4						
5						
	Administrative Staff TOTAL	0.00%	0.00%	0.00%	\$0	\$0
B. Program/Service Positions:						
1						
2						
3						
4						
5						
6						
	Program Staff TOTAL	0.00%	0.00%	0.00%	\$0	\$0
	Grand Totals	0.00%	0.00%	0.00%	\$0	\$0

Administration Cannot Exceed 15% = col. 6 Admin Staff Total divided by col. 6 Grand Total :

#DIV/0!

Instructions: Identify each position to be supported by this service. Round Numbers to whole dollars.

Column 1 Separate Administration and Program Salaried Staff

Column 2 Example: full time staff = 100% FTE

Example: part-time staff working 21 out of 35 total hours = 21 hrs / 35 hrs = 60% FTE

Column 3 Indicate the % of time the employee is working on this grant and service

SCHEDULE "B"

WESTCHESTER COUNTY

MUNICIPALITY: _____

DEPT. OF SENIOR PROGRAMS AND SERVICES

2021 - 2024 CMC6 ARP ACT FUNDS FOR

SERVICE: Nutrition & Nutrition-related Services

TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS

2. FRINGE BENEFITS:				
Social Security _____ % Retirement _____ % Health Insurance _____ % Life Insurance _____ %	Disability _____ % Worker's Compensation _____ % Unemployment Insurance _____ % Other (Specify): _____ %			
Composite Percentage _____ %		TOTAL \$		
3. CONSULTANTS:				
(List Name and Title for Each Entry)	Type of Service	Unit Cost (Rate/Hr.)	No. of Units (Hours/Sessions)	Amount
Name _____ Title _____				\$
Name _____ Title _____				\$
Name _____ Title _____				\$
Name _____ Title _____				\$
TOTAL				\$
4. EQUIPMENT:				
(List only equipment having a unit cost of \$300 or more.) For all equipment rentals, attach a copy of the agreement.				
Item and Description	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program
				\$
				\$
				\$
				\$
				\$
TOTAL				\$

SCHEDULE "B"

WESTCHESTER COUNTY
DEPT. OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 ARP ACT FUNDS FOR
TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS

MUNICIPALITY: _____

SERVICE: Nutrition & Nutrition-related Services

5. TRAVEL: (Staff, Volunteers, Advisory Committee, and Transportation of Participants)			
Mileage:	_____ miles @ _____	* cents per mile	\$ _____
Lodging and meals @	_____	per diem	\$ _____
Public Transportation			\$ _____
Gasoline and Oil			\$ _____
Other Travel Costs (specify):			\$ _____
			\$ _____
*Attach a copy of your agency's approved travel policies.			
TOTAL			
6. RENT: (Include information below for all rental property. Also include total maintenance-in-lieu of rent charges for all sponsor owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for owned property). Use extra sheets if there are more than three rental properties - complete same information.			
1)	Address _____	Owner _____	
	Square Footage _____ @ \$ _____/Sq.ft.	Check if In-Kind ()	
	Monthly Rental \$ _____ x 12 = \$ _____		
	Utilities \$ _____	Janitorial Services _____	
	Maintenance-in-lieu of rent \$ _____		
2)	Address _____	Owner _____	
	Square Footage _____ @ \$ _____/Sq.ft.	Check if In-Kind ()	
	Monthly Rental \$ _____ x 12 = \$ _____		
	Utilities \$ _____	Janitorial Services _____	
	Maintenance-in-lieu of rent \$ _____		
3)	Address _____	Owner _____	
	Square Footage _____ @ \$ _____/Sq.ft.	Check if In-Kind ()	
	Monthly Rental \$ _____ x 12 = \$ _____		
	Utilities \$ _____	Janitorial Services _____	
	Maintenance-in-lieu of rent \$ _____		
TOTAL			\$ _____
7. COMMUNICATIONS:			
Telephone: Briefly describe type and amount of charges, e.g., charge back by sponsor or monthly charge per phone, plus toll calls.			
	Telephone Cost:		\$ _____
	Postage: General Mailing Cost		\$ _____
	Postage: Special Bulk Mailing Cost		\$ _____
	Other		\$ _____
TOTAL			\$ _____

SCHEDULE "B"

WESTCHESTER COUNTY

MUNICIPALITY: _____

DEPT. OF SENIOR PROGRAMS AND SERVICES

SERVICE: Nutrition & Nutrition-related Services

2021 - 2024 CMC6 ARP ACT FUNDS FOR

TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS

8. PRINTING AND SUPPLIES:					
Printing:					
Description of Item	Quantity	Amount			
		\$			
		\$			
		\$			
		\$			
		\$			
		\$			
Supplies:	Office, Program and Janitorial	\$			
					TOTAL \$
9. OTHER EXPENSES: (List specific items and costs)					
Insurance	\$	Minor Alterations & Renovations	\$		
Bonding	\$	Photocopying	\$		
Equip. Maint. & Repair	\$	Data Processing	\$		
Vehicle Maint. & Repair	\$	Other (specify)			
Conferences, Seminars & Training Funds	\$		\$		
Memberships &					
Subscriptions	\$		\$		
Audits	\$				
					TOTAL \$
10. SUBCONTRACTS: (List each contract and cost. Use extra sheets if necessary.)					
Total Number of Subcontractors:					
					TOTAL \$

SCHEDULE "B"

WESTCHESTER COUNTY

MUNICIPALITY: _____

DEPT. OF SENIOR PROGRAMS AND SERVICES

2021 - 2024 CMC6 ARP ACT FUNDS FOR

SERVICE: Nutrition & Nutrition-related Services

TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS

12. PARTICIPANT CONTRIBUTIONS:			
1.) Municipality Provided Services	1) \$ _____		
2.) Other Income (specify):			
_____ \$ _____			
_____ \$ _____			
_____ \$ _____	2) \$ _____		
3.) Total Income (# 1 + # 2)	3) \$ _____		
4.) Less Income Used As Matching Funds	4) \$ _____		
NET TOTAL (# 3 - # 4)		\$	
14. FEDERAL/STATE FUNDS		TOTAL	\$
15. COUNTY FUNDS		TOTAL	\$
16. MUNICIPALITY MATCH FUNDS:			
SOURCE	AMOUNT	CHECKMARK IF IN-KIND	
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
TOTAL			\$
17 OTHER RESOURCES		TOTAL	\$

SCHEDULE "B"

Page _____ of _____

WESTCHESTER COUNTY

MUNICIPALITY _____

DEPT. OF SENIOR PROGRAMS AND SERVICES

2021 - 2024 CMC6 ARP ACT FUNDS FOR

SERVICE: _____

TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS

Budget Summary

BUDGET CATEGORY	Program Activity*	Direct Client Service*	Admin Support Functions*	Total Budget for this Service	Total Budget For All Services
1. Personnel (must agree with budget for all employees providing the service on page 1b)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Fringe Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Consultants	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. Equipment	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. Travel	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6. Rent	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7. Communications	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8. Printing & Supplies	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9. Other Expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10. Subcontracts	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11. Total Budget (lines 1-10)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11a. % of Total Budget	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12. Less Participant Contributions	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13. Net Total (line 11-line 12)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
14. Federal/State Funds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15. County Funds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16. Municipality Match Funds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
17. Other Resources	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

* Program Activity is the service being provided

* Direct Client Services are provided directly to the program participant

* Support Functions not to exceed 15% of total budget

SCHEDULE "B"

WESTCHESTER COUNTY

MUNICIPALITY _____

DEPT. OF SENIOR PROGRAMS AND SERVICES

2021 - 2024 HDC6 ARP ACT FUNDS FOR

SERVICE: Nutrition & Nutrition-related Services

TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS

SAMPLE PERSONNEL GROSS UNIT COST WORKSHEET

GENERIC PAGE FOR GUIDANCE IN FILLING OUT PAGE 1b AND MAY NOT BE SPECIFIC TO THE ACTUAL CONTRACTED SERVICE/S

	1	2	3	4	5	6
	Assigned Personnel for this Grant Service	Total FTE %	% of Time Working on Grant Service	FTE Actual % of time for this Grant Service col. 2 x col. 3	Annual Salary	Salary for this Grant Service col. 4 x col. 5
A. Administrative Positions: CANNOT EXCEED 15% OF TOTAL FOR COL. 6						
1	Assistant Director	100.00%	2.00%	2.00%	\$42,300	\$846
2						
3						
4						
5						
	Administrative Staff TOTAL	100.00%	2.00%	2.00%	\$42,300	\$846
B. Program/Service Positions:						
1	Transportation Coordinator	100.00%	12.50%	12.50%	\$32,645	\$4,081
2	Scheduling Assistant	100.00%	10.00%	10.00%	\$23,125	\$2,313
3						
4						
5						
6						
	Program Staff TOTAL	200.00%	22.50%	22.50%	\$55,770	\$6,393
	Grand Totals	300.00%	24.50%	24.50%	\$98,070	\$7,239

**Administration Cannot Exceed 15% = col. 6 Admin Staff Total divided by col. 6 Grand Total :
11.69%**

Instructions: Identify each position to be supported by this service. Round Numbers to whole dollars.

Column 1 Separate Administration and Program Salaried Staff

Column 2 Example: full time staff = 100% FTE

Example: part-time staff working 21 out of 35 total hours = 21 hrs / 35 hrs = 60% FTE

Column 3 Indicate the % of time the employee is working on this grant and service

SCHEDULE "B"

WESTCHESTER COUNTY

MUNICIPALITY: _____

DEPT. OF SENIOR PROGRAMS AND SERVICES

2021 - 2024 HDC6 ARP ACT FUNDS FOR

SERVICE: Nutrition & Nutrition-related Services

TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS

PERSONNEL GROSS UNIT COST WORKSHEET

(see sample on page 1a)

	1	2	3	4	5	6
	Assigned Personnel for this Grant Service	Total FTE %	% of Time Working on Grant Service	FTE Actual % of time for this Grant Service col. 2 x col. 3	Annual Salary	Salary for this Grant Service col. 4 x col. 5
A. Administrative Positions:	CANNOT EXCEED 15% OF TOTAL FOR COL. 6					
1						
2						
3						
4						
5						
	Administrative Staff TOTAL	0.00%	0.00%	0.00%	\$0	\$0
B. Program/Service Positions:						
1						
2						
3						
4						
5						
6						
	Program Staff TOTAL	0.00%	0.00%	0.00%	\$0	\$0
	Grand Totals	0.00%	0.00%	0.00%	\$0	\$0

Administration Cannot Exceed 15% = col. 6 Admin Staff Total divided by col. 6 Grand Total :

#DIV/0!

Instructions: Identify each position to be supported by this service. Round Numbers to whole dollars.

Column 1 Separate Administration and Program Salaried Staff

Column 2 Example: full time staff = 100% FTE

Example: part-time staff working 21 out of 35 total hours = 21 hrs / 35 hrs = 60% FTE

Column 3 Indicate the % of time the employee is working on this grant and service

SCHEDULE "B"**WESTCHESTER COUNTY****MUNICIPALITY:** _____**DEPT. OF SENIOR PROGRAMS AND SERVICES****2021 - 2024 HDC6 ARP ACT FUNDS FOR****SERVICE: Nutrition & Nutrition-related Services****TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS**

2. FRINGE BENEFITS:				
Social Security _____ %	Disability _____ %			
Retirement _____ %	Worker's Compensation _____ %			
Health Insurance _____ %	Unemployment Insurance _____ %			
Life Insurance _____ %	Other (Specify): _____ %			
Composite Percentage _____ %				
TOTAL \$				
3. CONSULTANTS:				
(List Name and Title for Each Entry)	Type of Service	Unit Cost (Rate/Hr.)	No. of Units (Hours/Sessions)	Amount
Name _____ Title _____				\$
Name _____ Title _____				\$
Name _____ Title _____				\$
Name _____ Title _____				\$
TOTAL \$				
4. EQUIPMENT: (List only equipment having a unit cost of \$300 or more.) For all equipment rentals, attach a copy of the agreement.				
Item and Description	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program
				\$
				\$
				\$
				\$
				\$
TOTAL \$				

SCHEDULE "B"**WESTCHESTER COUNTY****MUNICIPALITY:** _____**DEPT. OF SENIOR PROGRAMS AND SERVICES****2021 - 2024 HDC6 ARP ACT FUNDS FOR****SERVICE:** Nutrition & Nutrition-related Services**TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS**

5. TRAVEL: (Staff, Volunteers, Advisory Committee, and Transportation of Participants)			
Mileage:	_____ miles @ _____	* cents per mile	\$ _____
Lodging and meals @	_____	per diem	\$ _____
Public Transportation			\$ _____
Gasoline and Oil			\$ _____
Other Travel Costs (specify):			\$ _____
			\$ _____
*Attach a copy of your agency's approved travel policies.			
TOTAL			
6. RENT: (Include information below for all rental property. Also include total maintenance-in-lieu of rent charges for all sponsor owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for owned property). Use extra sheets if there are more than three rental properties - complete same information.			
1)	Address _____	Owner _____	
	Square Footage _____ @ \$ _____ /Sq.ft.	Check if In-Kind ()	
	Monthly Rental \$ _____ x 12 = \$ _____		
	Utilities \$ _____	Janitorial Services _____	
	Maintenance-in-lieu of rent \$ _____		
2)	Address _____	Owner _____	
	Square Footage _____ @ \$ _____ /Sq.ft.	Check if In-Kind ()	
	Monthly Rental \$ _____ x 12 = \$ _____		
	Utilities \$ _____	Janitorial Services _____	
	Maintenance-in-lieu of rent \$ _____		
3)	Address _____	Owner _____	
	Square Footage _____ @ \$ _____ /Sq.ft.	Check if In-Kind ()	
	Monthly Rental \$ _____ x 12 = \$ _____		
	Utilities \$ _____	Janitorial Services _____	
	Maintenance-in-lieu of rent \$ _____		
TOTAL			\$ _____
7. COMMUNICATIONS:			
Telephone:	Briefly describe type and amount of charges, e.g., charge back by sponsor or monthly charge per phone, plus toll calls.		
	Telephone Cost:		\$ _____
	Postage: General Mailing Cost		\$ _____
	Postage: Special Bulk Mailing Cost		\$ _____
	Other		\$ _____
TOTAL			\$ _____

SCHEDULE "B"

WESTCHESTER COUNTY

MUNICIPALITY: _____

DEPT. OF SENIOR PROGRAMS AND SERVICES

2021 - 2024 HDC6 ARP ACT FUNDS FOR

SERVICE: Nutrition & Nutrition-related Services

TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS

8. PRINTING AND SUPPLIES:				
Printing:				
Description of Item	Quantity		Amount	
_____	_____		\$ _____	
_____	_____		\$ _____	
_____	_____		\$ _____	
_____	_____		\$ _____	
_____	_____		\$ _____	
_____	_____		\$ _____	
Supplies: Office, Program and Janitorial			\$ _____	
TOTAL				\$ _____
9. OTHER EXPENSES: (List specific items and costs)				
Insurance	\$ _____	Minor Alterations & Renovations	\$ _____	
Bonding	\$ _____	Photocopying	\$ _____	
Equip. Maint. & Repair	\$ _____	Data Processing	\$ _____	
Vehicle Maint. & Repair	\$ _____	Other (specify)		
Conferences, Seminars & Training Funds	\$ _____		\$ _____	
Memberships & Subscriptions	\$ _____		\$ _____	
Audits	\$ _____			
TOTAL				
10. SUBCONTRACTS: (List each contract and cost. Use extra sheets if necessary.)				
			\$ _____	
			\$ _____	
			\$ _____	
			\$ _____	
			\$ _____	
			\$ _____	
			\$ _____	
Total Number of Subcontractors: _____				
TOTAL				\$ _____

SCHEDULE "B"

WESTCHESTER COUNTY

MUNICIPALITY: _____

DEPT. OF SENIOR PROGRAMS AND SERVICES

2021 - 2024 HDC6 ARP ACT FUNDS FOR

SERVICE: Nutrition & Nutrition-related Services

TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS

12. PARTICIPANT CONTRIBUTIONS:		
1.) Municipality Provided Services	1) \$ _____	
2.) Other Income (specify):		
_____ \$ _____		
_____ \$ _____		
_____ \$ _____	2) \$ _____	
3.) Total Income (# 1 + # 2)	3) \$ _____	
4.) Less Income Used As Matching Funds	4) \$ _____	
NET TOTAL (# 3 - # 4)		\$ _____
14. FEDERAL/STATE FUNDS		TOTAL \$ _____
15. COUNTY FUNDS		TOTAL \$ _____
16. MUNICIPALITY MATCH FUNDS:		
SOURCE	AMOUNT	CHECKMARK IF IN-KIND
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
TOTAL		\$ _____
17 OTHER RESOURCES		TOTAL \$ _____

SCHEDULE "B"

Page _____ of _____

WESTCHESTER COUNTY

MUNICIPALITY _____

DEPT. OF SENIOR PROGRAMS AND SERVICES

2021 - 2024 HDC6 ARP ACT FUNDS FOR

SERVICE: _____

TITLE III-C-1 & III-C-2 NUTRITION PROGRAMS

Budget Summary

BUDGET CATEGORY	Program Activity*	Direct Client Service*	Admin Support Functions*	Total Budget for this Service	Total Budget For All Services
1. Personnel (must agree with budget for all employees providing the service on page 1b)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Fringe Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Consultants	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. Equipment	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. Travel	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6. Rent	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7. Communications	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8. Printing & Supplies	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9. Other Expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10. Subcontracts	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11. Total Budget (lines 1-10)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11a. % of Total Budget	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12. Less Participant Contributions	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13. Net Total (line 11-line 12)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
14. Federal/State Funds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15. County Funds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16. Municipality Match Funds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
17. Other Resources	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

* Program Activity is the service being provided

* Direct Client Services are provided directly to the program participant

* Support Functions not to exceed 15% of total budget

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

SCHEDULE "C"

**FEDERAL FUNDS
CMC6 & HDC6 – AMERICAN RESCUE PLAN (ARP) ACT FUNDS
FOR NUTRITION PROGRAMS UNDER
TITLE III-C-1 & TITLE III-C-2 OF THE OLDER AMERICANS ACT OF 1965, AS AMENDED**

SUBMITTED BY:

(MUNICIPALITY)

PERIOD COVERED: APRIL 1, 2021 TO SEPTEMBER 30, 2024

**REQUIRED ACTION: SUBMIT ONE (1) COMPLETED COPY OF THIS
SCHEDULE TO:**

THE WESTCHESTER COUNTY DEPARTMENT OF
SENIOR PROGRAMS AND SERVICES
9 SOUTH FIRST AVENUE, 10TH FLOOR
MT. VERNON, NEW YORK 10550-3414

ONE (1) COPY MUST BE MAINTAINED BY
EACH OF THE INDIVIDUALS LISTED ON
PAGE 1, ITEM NUMBER 6 AND PAGE 2,
ITEM NUMBER 7 OF THIS SCHEDULE

WESTCHESTER COUNTY**DEPARTMENT OF SENIOR PROGRAMS AND SERVICES****2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS****SCHEDULE “C”****TABLE OF****CONTENTS**

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Standard Definitions of Services and Units of Service	4
Standard Assurances	5 – 6
Summary of Unit of Service and Recipient Target Information (Excel Doc.)	7a - 7e
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Recipient Characteristics Definitions	9
Nutrition Program Standards	10 – 18
Program Requirements:	
Congregate Meals Program	19
Home Delivered Meals Program	20
Miscellaneous Agreements	21
PLAN FOR SERVICES USING STANDARD DEFINITIONS	
<i>(check only those that apply)</i>	
(x) Congregate Setting Nutrition Program	22a – 22b
(x) Home Delivered Meals Program	23a – 23b
(x) In-Home Contact and Support: Grocery Delivery	24a – 24d
(x) Other: Consumable Supplies	25a – 25d
Job Descriptions (Attach Job Description for Each Position Funded)	26
Additional Agreement Provisions	27
Caterer Agreement (Attachment 1)	28 - 30*
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Plan for Audit	36
Advocacy and Related Activities	37
Executive Order 11246	38* - 40
Municipality Staffing Information	41

Pages marked with an asterisk (*) require original signatures and dates.
Include page(s) only for the service(s), which is (are) being provided

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES**

**FEDERAL FUNDS
CMC6 & HDC6 – ARP ACT FUNDS FOR
CONGREGATE MEALS AND HOME DELIVERED MEALS PROGRAMS UNDER
TITLE III-C-1 & TITLE III-C-2 OF THE OLDER AMERICANS ACT, AS AMENDED**

1. Municipality: _____
Address: _____
City: _____, State: _____, Zip Code: _____
Phone: _____
Person Submitting Schedule: _____ Title: _____
Phone: _____ E-mail Address: _____
Program Director: _____ Title: _____
Phone: _____ E-mail Address: _____

2. **Program Period:** **FROM:** April 1, 2021 **TO:** September 30, 2024

3. **Type of Organization:** () Public () Private Not-for-Profit () Minority Not-for-Profit

4. **Check One:** () Program Currently Operating - Started in _____ (year)
() Program to Start On: _____

5. **Names of Municipalities to be Served:** (1) _____
(2) _____ (3) _____

6. **Official Authorized to Receive Payments:**
Name: _____ Title: _____
Address: _____
City: _____, State: _____, Zip Code _____
Phone: (914) _____ E-mail Address: _____

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY:

7 Person Responsible for:

Program Development and Operation:

Name: _____ Title: _____

Phone: _____ Email: _____

Preparation of Fiscal Claims and Vouchers:

Name: _____ Title: _____

Phone: _____ Email: _____

Preparation of Monthly Reports (PeerPlace):

Name: _____ Title: _____

Phone: _____ Email: _____

8. Westchester County Grant Funding for 2021 - 2024:

List all Westchester County Departments (including Department of Senior Programs and Services) that the Municipality has received or will receive grant money from. Include the department's name, the type of grant, and the amount for each grant.

<u>Department</u>	<u>Type of Grant</u>	<u>Amount of Grant</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ Please check this box, if you do not receive any other grants from Westchester County

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY:

9. Terms and Conditions: The undersigned agrees, with respect to any funds used for Programs described in this Schedule, to comply with all applicable Federal, State and Local laws not limited to and including the following:

- A. Nutrition Programs for the Elderly under the Older Americans Act, as amended
- B. Administration on Aging Rules and Regulations for Title III.
- C. NYS Office for the Aging Rules & Regulations for Nutrition Programs for the Elderly.
- D. Article 15 of the Executive Law of New York State (Law against Discrimination).
- E. Governor's 1960 Code of Fair Practice.
- F. Title VI of the Civil Rights Act of 1964.
- G. Standard Assurances included with this Schedule.
- H. Section 504 of the Rehabilitation Act of 1975.
- I. Governor's Executive Order #19 (Prevention of Sexual Harassment).
- J. Americans with Disabilities Act of 1990.
- K. Age Discrimination in Employment Act of 1975.
- L. Section 220-e of the Labor Law.
- M. Section 296 of the Executive Law as amended in 1996.

Signature of person on No. 6 or an authorized representative.
"Per" signature not acceptable.

Date

PLEASE LEAVE BLANK - DEPARTMENT OF SENIOR PROGRAMS AND SERVICES USE

Date Received

Date Requested Revisions

Date Revisions Received

Date Requested Revisions

Date Revisions Received

Date Requested Revisions

Date Revisions Received

Dept. of Senior Programs and Services Representative

Date Approved

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY: _____

STANDARD DEFINITIONS FOR SERVICES AND UNITS OF SERVICE (NYSOFA last rev. 9/17/20)

Congregate Setting Nutrition Program:

Congregate Meal - A hot or other appropriate meal which meets nutritional requirements and is served to an eligible participant in a group setting.

Unit: Each meal served. Meals served to individuals through means-tested programs such as Medicaid Title XIX waiver meals.

Home Delivered Meal Program:

Home Delivered Meal - A hot or other appropriate meal which meets nutritional requirements and is provided to an eligible person for home consumption.

Unit: Each meal provided. Meals served to individuals through means-tested programs such as Medicaid Title XIX waiver meals.

In-home Contact and Support: Services and activities designed to provide support to older people who are isolated because of physical and/or cognitive limitations. These services are not defined separately elsewhere in the standard definitions and may include but are not limited to:

Unit: One contact/delivery of Groceries/Consumable Supplies

Other - Consumable Supplies: Purchase of consumable supplies or material aid to meet basic necessities to benefit older adult and/or their family caregiver. The supplies or material may include, for example, groceries, cleaning supplies, masks, gloves, continence items, personal hygiene supplies (including soap, toothpaste, toilet paper, sanitary wipes, incontinence supplies), cell phone access or internet access. Note: This is to report an instance of purchasing groceries, supplies, cell phone access or internet access or other items with program funds. For reporting the delivery, please also see In-Home Contact and Support.

Unit: One activity

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

STANDARD ASSURANCES

1. The Municipality understands and agrees that the funds provided under this Agreement must be used to provide meals and/or services related to the provision of meals, including outreach, nutrition education, nutrition counseling, shopping assistance, delivery of foods and home delivery of meals, transportation to and from nutrition sites for elderly participants and food production equipment essential and appropriate for the maximum number of meals funded under this agreement.
2. The Municipality agrees that it will comply with all requirements under the Consolidated Appropriations Act, the Older Americans Act and the New York State Office for the Aging (NYSOFA) Program Instructions regarding procedures for obtaining and accounting for program contributions and that all such contributions will be used to expand the Title III-C Programs.
3. The Municipality agrees to comply with the reporting requirements for the Title III-C Nutrition Programs as set forth by NYSOFA and the Area Agency on Aging (the "AAA" also the Westchester County Department of Senior Programs and Services "WCDSPS").
4. The Municipality agrees that it shall be their responsibility to:
 - a. identify and reach out to currently unserved and underserved mobility impaired individuals
 - b. cooperate closely with public health personnel to accomplish the activities in nutrition surveillance; and
 - c. at a minimum serve, minorities in sufficient numbers to indicate targeting.
5. Nutrition Site/Food Service Facility & Catered Operations

The Municipality will consult WCDSPS and receive approval from NYSOFA through the WCDSPS, for the operation of any new subcontracted or directly operated WCDSPS nutrition site/food service facility. WCDSPS must also be notified of any catered operation providing meals under contract for Title III-C Nutrition Programs.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

STANDARD ASSURANCES

6. The Municipality shall:

- a. serve any senior citizen, and ensure equal access for participation, services, activities and informational sessions without regard to race, color, religion, sex, national origin or partisan affiliation;
- b. ensure that any services to be provided under this Agreement shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; refrain from using funds to advance any sectarian effort;
- c. refrain from using funds to advance any partisan candidate or effort however, the Municipality shall ensure that candidates have equal access regardless of policy views or party affiliation;
- d. prevent the use of official authority, influence or coercion to interfere with or affect elections or nomination for office;
- e. ensure no coercion nor advice to other persons to contribute anything of value to a party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 - ARP ACT FUNDS FOR TITLE III-C-1 & TITLE III-C-2 PROGRAMS

INDICATE () MUNICIPALITY
() COUNTYWIDE
() REGIONAL

MUNICIPALITY
ONE PG. PER SERVICE: CONGREGATE MEALS
CONGREGATE SETTING NUTRITION PRG.

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

	(1)	(1A)	(1B)	(2)	CHARACTERISTIC				NUMBER OF TOTAL MINORITY (COLUMN 13)							(14)
					(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	
	TOTAL UNITS OF SERVICE	Total # of Per Person Trips	Total # of Per Person Contacts	# of 60+ ELDERLY UNDUPLICATED	LOW INCOME	FRAIL/ DISABLED	AGED 75+	AGED 85+	LIVING ALONE	LOW INCOME MINORITY	NATIVE AMERICAN/ ALASKAN	ASIAN PAC ISL.	BLACK - NOT OF HISPANIC ORIGIN	HISPANIC/ LATINO	Total Minority Pop. Cols 9-12	LTD ENG. PROF.
1. # of Elderly County-Wide BY Characteristic				192,309	19,709	41,028	69,302	22,581	40,573	7,878	293	5,866	20,315	12,878	39,352	10,977
2. % Of Elderly County-Wide By Characteristic				100%	10.25%	21.33%	36.04%	11.74%	21.10%	4.10%	0.15%	3.05%	10.66%	6.70%	20.46%	5.71%
3. County-Wide Minimum Targeting Objectives according to NYSOFA				12,411	3,562	5,784	6,786	2,947	6,071	1,907	23	271	2,023	1,174		1,304
4. County-wide Minimum Targeting % compared to Total Pop				6%	18%	14%	10%	13%	15%	24%	8%	5%	10%	9%		12%
5. # of Countywide, Regional or Municipal Elderly By Characteristic	List Municipality (ies) Municipality will serve:															
6. %of County wide, Regional or Municipal Elderly BY Characteristic compared to Total Pop.				0%	0.00%	0.00%	#VALUE!	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
7. #of County-wide, Regional or Municipal targeted Elderly to be Served By Characteristic				0	0	0	#VALUE!	0	0	0	0	0	0	0	0	0
8. #of elderly Municipality is projecting to serve By Characteristic																
9. % of Targeted Population on Line 7 Municipality is projecting to serve																

Please find DETAILED instructions for completion on next page LINE ITEM INSTRUCTIONS

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 - ARP ACT FUNDS FOR TITLE III-C-1 & TITLE III-C-2 PROGRAMS

INDICATE () MUNICIPALITY
() COUNTYWIDE
() REGIONAL

MUNICIPALITY
ONE PG. PER SERVICE: HOME DELIVERED MEALS
HOME DELIVERED MEALS PROGRAM

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

	(1)	(1A)	(1B)	(2)	CHARACTERISTIC				NUMBER OF TOTAL MINORITY (COLUMN 13)							
					(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
	TOTAL UNITS OF SERVICE	Total # of Per Person Trips	Total # of Per Person Contacts	# of 60+ ELDERLY UNDUPLICATED	LOW INCOME	FRAIL/ DISABLED	AGED 75+	AGED 85+	LIVING ALONE	LOW INCOME MINORITY	NATIVE AMERICAN/ ALASKAN	ASIAN PAC ISL.	BLACK - NOT OF HISPANIC ORIGIN	HISPANIC/ LATINO	Total Minority Pop. Cols.9-12	LTD ENG. PROF.
1. # of Elderly County-Wide BY Characteristic				192,309	19,709	41,028	69,302	22,581	40,573	7,878	293	5,866	20,315	12,878	39,352	10,977
2. % Of Elderly County-Wide By Characteristic				100%	10.25%	21.33%	36.04%	11.74%	21.10%	4.10%	0.15%	3.05%	10.56%	6.70%	20.46%	5.71%
3. County-Wide Minimum Targeting Objectives according to NYSOFA				12,411	3,562	5,784	6,786	2,947	6,071	1,907	23	271	2,023	1,174		1,304
4. County-wide Minimum Targeting % compared to Total Pop				6%	18%	14%	10%	13%	15%	24%	8%	5%	10%	9%		12%
5. # of Countywide, Regional or Municipal Elderly By Characteristic	List Municipality (ies) Municipality will serve:															
6. % of County wide, Regional or Municipal Elderly BY Characteristic compared to Total Pop.				0%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
7. # of County-wide, Regional or Municipal targeted Elderly to be Served By Characteristic				0	0	0	0	0	0	0	0	0	0	0	0	0
8. # of elderly Municipality is projecting to serve By Characteristic																
9. % of Targeted Population on Line 7 Municipality is projecting to serve				#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Please find DETAILED instructions for completion on next page LINE ITEM INSTRUCTIONS

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 - ARP ACT FUNDS FOR TITLE III-C-1 & TITLE III-C-2 PROGRAMS

INDICATE () MUNICIPALITY
() COUNTYWIDE
() REGIONAL

MUNICIPALITY:

ONE PG. PER SERVICE: IN-HOME CONTACT AND SUPPORT:
GROCERY DELIVERY

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

	(1)	(1A)	(1B)	(2)	CHARACTERISTIC					NUMBER OF TOTAL MINORITY (COLUMN 13)						
					(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
	TOTAL UNITS OF SERVICE	Total # of Per Person Trips	Total # of Per Person Contacts	# of 60+ ELDERLY UNDUPLICATED	LOW INCOME	FRAIL/ DISABLED	AGED 75+	AGED 85+	LIVING ALONE	LOW INCOME MINORITY	NATIVE AMERICAN/ ALASKAN	ASIAN PAC ISL	BLACK - NOT OF HISPANIC ORIGIN	HISPANIC/ LATINO	Total Minority Pop. Cols.9-12	LTD ENG. PROF.
1. # of Elderly County-Wide BY Characteristic				192,309	19,709	41,028	69,302	22,581	40,573	7,878	293	5,866	20,315	12,878	39,352	10,977
2. % Of Elderly County-Wide By Characteristic				100%	10.25%	21.33%	36.04%	11.74%	21.10%	4.10%	0.15%	3.05%	10.56%	6.70%	20.46%	5.71%
3. County-Wide Minimum Targeting Objectives according to NYSOFA				12,411	3,562	5,784	6,786	2,947	6,071	1,907	23	271	2,023	1,174		1,304
4. County-wide Minimum Targeting % compared to Total Pop				6%	18%	14%	10%	13%	15%	24%	8%	5%	10%	9%		12%
5. # of Countywide, Regional or Municipal Elderly BY Characteristic	List Municipality (ies) Municipality will serve:															
6. % of County wide, Regional or Municipal Elderly BY Characteristic compared to Total Pop.				0%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
7. #of County-wide, Regional or Municipal targeted Elderly to be Served BY Characteristic				0	0	0	0	0	0	0	0	0	0	0	0	0
8. #of elderly Municipality is projecting to serve By Characteristic																
9. % of Targeted Population on Line 7 Municipality is projecting to serve																

Please find DETAILED instructions for completion on next page LINE ITEM INSTRUCTIONS

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 - ARP ACT FUNDS FOR TITLE III-C-1 & TITLE III-C-2 PROGRAMS

INDICATE () MUNICIPALITY

() COUNTYWIDE

() REGIONAL

MUNICIPALITY

ONE PG. PER SERVICE: | OTHER - CONSUMABLE SUPPLIES

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

	(1)	(1A)	(1B)	(2)	CHARACTERISTIC				NUMBER OF TOTAL MINORITY (COLUMN 13)							(14)
					(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	
	TOTAL UNITS OF SERVICE	Total # of Per Person Trips	Total # of Per Person Contacts	# of 60+ ELDERLY UNDUPLICATED	LOW INCOME	FRAIL/ DISABLED	AGED 75+	AGED 85+	LIVING ALONE	LOW INCOME MINORITY	NATIVE AMERICAN/ ALASKAN	ASIAN PAC ISL.	BLACK - NOT OF HISPANIC ORIGIN	HISPANIC/ LATINO	Total Minority Pop. Cols.9-12	LTD ENG. PROF.
1. # of Elderly County-Wide BY Characteristic				192,309	19,709	41,028	69,302	22,581	40,573	7,878	293	5,866	20,315	12,878	39,352	10,977
2. % of Elderly County-Wide By Characteristic				100%	10.25%	21.33%	36.04%	11.74%	21.10%	4.10%	0.15%	3.05%	10.56%	6.70%	20.46%	5.71%
3. County-Wide Minimum Targeting Objectives according to NYSOFA				12,411	3,562	5,784	6,786	2,947	6,071	1,907	23	271	2,023	1,174		1,304
4. County-wide Minimum Targeting % compared to Total Pop				6%	18%	14%	10%	13%	15%	24%	8%	5%	10%	9%		12%
5. # of Countywide, Regional or Municipal Elderly By Characteristic	List Municipality (ies) Municipality will serve:															
6. %of County wide, Regional or Municipal Elderly BY Characteristic compared to Total Pop.				0%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
7. #of County-wide, Regional or Municipal targeted Elderly to be Served By Characteristic				0	0	0	0	0	0	0	0	0	0	0	0	0
8. #of elderly Municipality is projecting to serve By Characteristic																
9. % of Targeted Population on Line 7 Municipality is projecting to serve																

Please find DETAILED instructions for completion on next page LINE ITEM INSTRUCTIONS

DETAILED LINE ITEM INSTRUCTIONS FOR COMPLETING PAGE 7a - 7d:

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

- Lines 1 through 4 have been completed by DSPS
- Municipality should complete Lines 5 and 8
- Line 6, 7 and 9 will automatically calculate when Municipality inputs data on Lines 5 and 8 (Using Excel Program)
- If you do NOT have Excel, please use the formulas below to compute Lines 6, 7 and 9
- Municipality should use the Targeting Appendix on pages 7g (Pages 1-4) for Line 5
- An example of a completed page 7a - 7d has been provided for you on page 7f. Please refer to it for guidance

*Please do not hesitate to call your program liaison
if you should need additional assistance with completing page 7a - 7d*

1. # of Elderly Countywide:

of 60+ population/ BY characteristic in Westchester County according to Census 2000

2. % of Elderly Countywide:

% of 60+ population/BY characteristic in Westchester County according to Census 2000

3. Countywide Minimum Targeting Objectives according to NYSOFA:

Minimum targeting objectives BY characteristics according to the New York State Office for the Aging

4. Countywide Minimum Targeting Objectives % of Total population:

Percentage of minimum targeted objectives compared to total population BY characteristic

Lines 3 divided by Line 1

5. # of Countywide, Regional or Municipal Elderly BY population Characteristic:

Please use Targeting Appendix Form for this line - if you are serving one municipality use the appropriate municipal data BY characteristic for that municipality - if you are serving more than one municipality, you will need to add appropriate data for each, and insert totals on this line. The same method should be used if you are serving a region, add all municipal data for that region by characteristic. If your service is County-wide use County-wide data on Line #1

6. % of County wide, Regional or Municipal Elderly BY Characteristic against total population Characteristic:

Percentage of population in service areas BY characteristic compared to total population BY characteristic

Line 5 divided by Line 1. If County-wide use data on Line #2

7. #of Countywide, Regional or Municipal targeted Elderly to be served BY Characteristic - at 100%:

Targeting potential by characteristic: *Line 3 X Line 6*

8 # of Elderly Municipality is projecting to serve BY Characteristic:

Municipality should insert # you expect to serve based upon budget capacity with acceptable units and per person costs

9. % of the Targeted Population BY characteristic, Municipality is projecting to serve:

Line 8 divided by Line 7. This indicator shows how much of the targeted population Municipality is projected to serve in proportion to the number of target elderly residing in the municipality to be served. Of course, budget determines service capacity.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 - ARP ACT FUNDS FOR TITLE III-C-1 & TITLE III-C-2 PROGRAMS

EXAMPLE

INDICATE () MUNICIPALITY
() COUNTYWIDE
() REGIONAL

MUNICIPALITY:

ONE PG. PER SERVICE: IN-HOME CONTACT & SUPPORT

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

					CHARACTERISTIC					NUMBER OF TOTAL MINORITY (COLUMN 13)						
	(1)	(1A)	(1B)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
	UNITS OF	Total # Person	Total # Person	ELDERLY	LOW	FRAIL/	AGED	AGED	LIVING	INCOME	AMERICAN/	ASIAN	BLACK -	HISPANIC	Total	LTD ENG.
1. # of Elderly County-Wide BY Characteristic				192,309	19,709	41,028	69,302	22,581	40,573	7878	283	5,866	20,315	12,878	39,352	10,977
2. % Of Elderly County-Wide BY Characteristic				100%	10.25%	21.33%	36.04%	11.74%	21.10%	4.10%	0.15%	3.05%	10.56%	6.70%	20.46%	5.71%
3. County-Wide Minimum Targeting Objectives according to NYSOFA				12,411	3,562	5,784	6,786	2,947	6,071	1,907	23	271	2,023	1,174		1,304
4. County-wide Minimum Targeting % compared to Total Pop				6%	18%	14%	10%	13%	15%	24%	8%	5%	10%	9%		12%
5. # of Countywide, Regional or Municipal Elderly BY Characteristic	List Municipality (ies) Municipality will serve			25,873	5,036	7,008	13,414	3,220	7,076	2,809	27	415	8,285	1,473		1,125
6. % of County wide, Regional or Municipal Elderly BY Characteristic compared to Total Pop.																
7. # of County-wide, Regional or Municipal targeted Elderly to be Served BY Characteristic				13%	25.56%	17.08%	19.36%	14.26%	17.44%	35.66%	9.22%	7.07%	40.78%	11.44%		10.25%
8. # of elderly Municipality is projecting to serve BY Characteristic				1,670	910	988	1,313	420	1,059	680	2	19	825	134	981	134
9. % of Targeted Population on Line 7 Municipality is projecting to serve				811	434	517	213	115	251	423	0	0	333	56		20
				48.57%	47.68%	52.33%	16.22%	27.37%	23.71%	62.21%	0.00%	0.00%	40.36%	41.70%	0.00%	14.97%

WESTCHESTER COUNTY TARGETING APPENDIX

	1	2	2a	3	4	5	6	7	8	9	10
	60 + 192,309	Municipality %	Live Alone 40,573	Low Income 60+ 19,709	Municipality %	Aged 75+ 69,302	Municipality %	Aged 85+ 22,581	Municipality %	Frail/ Disabled 60+ 41,028	Municipality %
Municipality											
Ardsley	1,106	0.56%	96	26	2.35%	512	46.29%	170	15.37%	242	21.88%
Bedford	3,108	1.62%	539	138	4.44%	960	30.89%	251	8.08%	651	20.95%
Briarcliff Manor	1,659	0.86%	299	225	13.56%	729	43.94%	206	12.42%	365	22.00%
Bronxville	1,098	0.57%	363	16	1.46%	494	44.95%	114	10.37%	265	24.11%
Buchanan	430	0.22%	71	0	0.00%	173	40.23%	48	11.16%	93	21.63%
Cortlandt	6,901	3.59%	990	517	7.49%	1,520	22.03%	851	12.33%	1,455	21.08%
Croton-on-Hudson	1,641	0.85%	235	105	6.40%	694	42.29%	209	12.74%	349	21.27%
Dobbs Ferry	2,203	1.15%	420	25	1.13%	1,052	47.75%	380	17.25%	498	22.61%
Eastchester	4,874	2.43%	1,268	295	6.31%	1,842	39.41%	626	13.39%	1,100	23.53%
Elmsford	699	0.36%	196	71	10.16%	288	41.20%	71	10.16%	153	21.89%
Greenburgh	11,067	5.75%	1,475	541	4.88%	2,998	21.09%	1,156	10.46%	2,248	20.31%
Harrison	4,761	2.48%	731	279	5.86%	1,818	38.19%	539	11.32%	1,061	22.29%
Hastings-on-Hudson	1,903	0.99%	448	85	4.47%	879	46.19%	306	16.08%	409	21.49%
Irvington	1,422	0.74%	238	75	5.27%	543	38.19%	125	8.79%	291	20.46%
Larchmont	1,020	0.53%	264	0	0.00%	411	40.29%	86	8.43%	222	21.76%
Lewisboro	2,290	1.19%	174	64	2.79%	543	23.71%	122	5.33%	433	18.91%
Mamaroneck	2,487	1.29%	365	228	9.17%	667	26.82%	145	5.83%	547	21.99%
Mamaroneck (V)	3,729	1.94%	742	167	4.48%	1,231	53.76%	605	16.22%	462	12.39%
Mount Kisco	2,002	1.04%	399	288	14.39%	716	28.79%	218	10.89%	439	21.93%

WESTCHESTER COUNTY TARGETING APPENDIX

	1	2	2a	3	4	5	6	7	8	9	10
Municipality	60 + 192,309	Municipality %	Live Alone 40,573	Low Income 60+ 19,709	Municipality %	Aged 75+ 69,302	Municipality %	Aged 85+ 22,581	Municipality %	Frail/ Disabled 60+ 41,028	Municipality %
Mount Pleasant	4,847	2.52%	563	89	1.84%	1,672	44.84%	369	7.61%	945	19.50%
Mount Vernon	12,970	6.74%	3,988	2,023	15.60%	4,421	34.09%	1,558	12.01%	3,301	25.45%
New Castle	3,087	1.61%	265	23	0.75%	810	26.24%	201	6.51%	601	19.47%
New Rochelle	15,792	8.21%	3,088	2,183	13.82%	6,202	39.27%	2,091	13.24%	3,301	20.90%
North Castle	2,228	1.16%	257	122	5.48%	651	29.22%	167	7.50%	471	21.14%
North Salem	1272	0.66%	301	54	4.25%	474	37.26%	239	18.79%	274	21.54%
Ossining (T)	1,719	0.89%	109	823	47.86%	897	52.18%	410	23.85%	330	19.20%
Ossining (V)	3,601	1.87%	1,168	385	10.69%	1,232	34.21%	357	9.91%	786	21.83%
Peekskill	4,053	2.11%	1,291	579	14.29%	1,425	35.16%	465	11.47%	838	20.68%
Pelham Manor	1,108	0.58%	224	31	2.80%	432	38.99%	93	8.39%	230	20.76%
Pleasantville	1,322	0.69%	267	61	4.61%	552	41.75%	141	10.67%	279	21.10%
Port Chester	4,232	2.20%	1,532	633	14.96%	1,880	44.42%	514	12.15%	927	21.90%
Pound Ridge	1187	0.62%	89	19	1.60%	384	32.35%	67	5.64%	217	18.28%
Rye	3,077	1.60%	629	288	9.36%	1,212	39.39%	546	17.74%	343	11.15%
Rye Brook	2,389	1.24%	450	60	2.51%	1213	50.77%	422	17.66%	323	13.52%
Scarsdale	3,342	1.74%	555	119	3.56%	1,255	37.55%	311	9.31%	1005	30.07%
Sleepy Hollow	1,700	0.88%	397	216	12.71%	811	47.71%	251	14.76%	361	21.24%
Somers	5,939	3.09%	1,177	386	6.50%	2,534	42.67%	766	12.90%	1,378	23.20%
Tarrytown	2,327	1.21%	657	156	6.70%	870	37.39%	230	9.88%	494	21.23%
Tuckahoe	1,322	0.69%	292	147	11.12%	625	47.28%	186	14.07%	299	22.62%
White Plains	11,916	6.20%	2,960	1,443	12.11%	4,309	36.16%	1,328	11.14%	2,610	21.90%
Yonkers	39,590	20.59%	8,878	6,112	15.44%	14,594	36.86%	4,582	11.57%	8,437	21.31%
Yorktown	7,951	4.13%	1,843	588	7.40%	2,340	29.43%	937	11.78%	1,755	22.07%

WESTCHESTER COUNTY TARGETING APPENDIX

	11	12	13	14	15	16	17	18	19	20	21	22	23
Municipality	Total Minority 60+	Municipality %	Total low- Income Minority	Native Amer Alaskan 60+	Municipality %	Asian/ Pacific Islanders 60+	Municipality %	Black 60+	Municipality %	Hispanic/ Latino 60+	Municipality %	Limited English Proficiency 60+	Municipality %
	39,352		7,878	293		5,866		20,316		12,878		10,977	
Andsley	71	6.42%	4	0	0.00%	0	0.00%	39	3.53%	32	2.89%	59	5.33%
Bedford	148	4.76%	14	0	0.00%	0	0.00%	85	2.73%	63	2.03%	89	2.86%
Briarcliff Manor	90	5.42%	4	0	0.00%	42	2.53%	23	1.39%	25	1.51%	35	2.11%
Bronxville	67	6.10%	0	0	0.00%	36	3.28%	5	0.45%	26	2.37%	0	0.00%
Buchanan	8	1.86%	0	0	0.00%	0	0.00%	4	0.93%	4	0.93%	0	0.00%
Cortlandt	615	8.91%	39	0	0.00%	173	2.51%	278	4.00%	186	2.41%	157	2.28%
Croton-on-Hudson	92	5.61%	0	0	0.00%	14	0.85%	37	2.25%	41	2.50%	39	2.38%
Dobbs Ferry	279	12.68%	40	4	0.18%	45	2.04%	62	2.81%	168	7.63%	73	3.31%
Eastchester	472	35.00%	0	0	0.00%	317	6.78%	35	0.75%	120	2.57%	269	5.76%
Elmsford	310	44.35%	44	0	0.00%	58	8.30%	172	24.61%	80	11.44%	57	8.15%
Greenburgh	2989	27.01%	409	9	0.08%	503	4.55%	1,622	14.66%	855	7.73%	300	2.71%
Hamson	229	4.81%	30	0	0.00%	144	3.02%	35	0.74%	50	1.05%	170	3.57%
Hasting-on-Hudson	107	5.62%	9	0	0.00%	0	0.00%	40	2.10%	67	3.52%	56	2.94%
Ivington	31	2.18%	0	0	0.00%	12	0.84%	9	0.63%	10	0.70%	7	0.49%
Larchmont	48	4.71%	15	0	0.00%	0	0.00%	11	1.08%	37	3.63%	0	0.00%
Lewisboro	114	4.98%	24	0	0.00%	70	3.08%	31	1.35%	13	0.57%	52	2.27%
Manateack	187	7.52%	163	0	0.00%	62	2.49%	37	1.49%	88	3.54%	167	6.71%
Manateack (V)	498	13.30%	134	0	0.00%	127	3.41%	188	5.04%	181	4.85%	167	4.48%
Mount Kisco	268	13.39%	68	0	0.00%	47	2.35%	101	5.04%	120	5.99%	271	13.54%

WESTCHESTER COUNTY TARGETING APPENDIX

	11	12	13	14	15	16	17	18	19	20	21	22	23
Municipality	Total Minority 60+ 39,352	Municipality %	Total low- Income Minority 7,878	Native Amer- Alaskan 60+ 293	Municipality %	Asian/ Pacific Islanders 60+ 5,866	Municipality %	Black 60+ 20,315	Municipality %	Hispanic/ Latino 60+ 12,878	Municipality %	Limited English Proficiency 60+ 10,977	Municipality %
Mount Pleasant	428	8.83%	95	0	0.00%	99	2.04%	122	2.52%	207	4.27%	296	6.11%
Mount Vernon	7502	57.84%	1,796	40	0.31%	200	1.54%	6,705	51.70%	557	4.29%	584	4.50%
New Castle	201	6.51%	24	0	0.00%	129	4.18%	37	1.20%	35	1.13%	66	2.14%
New Rochelle	3965	25.11%	1,013	17	0.11%	438	2.77%	2,610	16.53%	900	5.70%	735	4.65%
North Castle	89	3.99%	19	0	0.00%	25	1.12%	26	1.17%	38	1.71%	0	0.00%
North Salem	36	2.83%	0	0	0.00%	0	0.00%	11	0.86%	25	1.97%	58	4.56%
Ossining (T)	344	20.01%	194	23	1.34%	170	9.89%	62	3.61%	89	5.18%	214	12.45%
Ossining (V)	969	26.91%	169	25	0.89%	75	2.08%	567	15.75%	302	8.39%	150	4.17%
Peekskill	927	22.87%	194	0	0.00%	71	1.75%	563	13.89%	293	7.23%	196	4.84%
Pelham Manor	80	7.22%	0	18	1.62%	15	1.35%	22	1.99%	25	2.26%	48	4.33%
Pleasantville	71	5.37%	0	0	0.00%	0	0.00%	12	0.91%	59	4.46%	53	4.01%
Port Chester	1365	32.25%	349	14	0.33%	147	3.47%	378	8.93%	826	19.52%	672	15.88%
Pound Ridge	51	4.30%	0	0	0.00%	18	1.52%	15	1.26%	18	1.52%	8	0.67%
Rye	185	6.01%	15	0	0.00%	51	1.66%	40	1.30%	94	3.05%	32	1.04%
Rye Brook	158	6.61%	0	0	0.00%	29	1.21%	62	2.60%	67	2.80%	60	2.51%
Scarsdale	436	13.05%	15	0	0.00%	249	7.45%	67	2.00%	120	3.59%	113	3.38%
Sleepy Hollow	434	25.53%	85	0	0.00%	23	1.35%	76	4.47%	335	19.71%	194	11.41%
Somers	282	4.75%	20	69	1.16%	93	1.57%	48	0.81%	72	1.21%	46	0.77%
Tarrytown	385	16.54%	75	0	0.00%	48	2.06%	127	5.46%	210	9.02%	96	4.13%
Tuckahoe	248	18.76%	50	0	0.00%	81	6.13%	121	9.15%	46	3.48%	0	0.00%
White Plains	3547	29.77%	475	26	0.22%	289	2.43%	1,812	15.21%	1,420	11.92%	699	5.87%
Yonkers	10175	25.70%	2,269	48	0.12%	1889	4.77%	3,754	9.48%	4484	11.33%	4,191	10.59%
Yorktown	696	8.75%	20	0	0.00%	47	0.59%	191	2.40%	458	5.76%	302	3.80%

TARGETING AND EQUAL ACCESS PLAN

List the names of Services provided with this Agreement:

The Municipality agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, Municipality shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by WCDSPS, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

Please be specific in describing how the Municipality intends to provide services to the maximum extent feasible to:

- Low-income minority individuals:

- Older adults with limited English proficiency:

- If applicable, older adults residing in rural areas in the area served:

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1. DISABLED: "Any person who has a physical or mental impairment, which substantially limits one or more major life activities, has a record of such impairment or is regarded as having such impairment. This includes alcoholism and drug addiction."
2. LOW INCOME: "Any person whose income is at 150% of current poverty income guideline."
3. POVERTY INCOME GUIDELINES: Listed below are the 2021 Poverty Income Guidelines for your information.

<u>SIZE OF FAMILY</u>		<u>POVERTY INCOME GUIDELINES</u>	
		100%	150%
1	\$	12,880	\$ 19,320
2		17,420	26,130
3		21,960	32,940
4		26,500	39,750

(Source: Update of the HHS Poverty Guidelines –NY State Department of Health and Human Services, Federal Register/Vol. 86, No.19/Friday, February 1, 2021)

4. AT RISK: "Those 60+ individuals who are at greatest risk of institutionalization and/or who indicate the greatest social or economic need."
5. FRAIL: a. Frail - A person with one or more functional deficits in the following areas:
 - Physical functions
 - Mental functions
 - Activities of Daily Living [ADL] (eating, bed/chair transfer, dressing, bathing, toileting and continence).
 - Instrumental Activities of Daily Living [IADL] (meal preparation, housekeeping, shopping, medications, telephone, travel and money management).
6. LIVE ALONE: "Anyone who does not have other persons living in their household."
7. VETERANS: "Any person who has served in the armed forces."
8. LEP: A Limited English Proficient (LEP) individual is a person who does not speak English as his/her primary language and who has "a limited ability to read, write, speak, or understand English, and may be eligible to receive language assistance with respect to a ...service, benefit or encounter."

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NUTRITION PROGRAM STANDARDS

I. PROGRAM MANAGEMENT

A. General Policy

The Municipality shall have written policies and procedures covering all aspects of the program including:

1. An organizational chart
2. Personnel policies
3. Job descriptions-specifying qualifications, experience and appropriate training
4. Orientation and training
5. Contributions
6. Food service management, sanitation and delivery
7. Program monitoring
8. Record Keeping
9. Reporting
10. Participant eligibility
11. Safety, including preventive and emergency procedures (fire, weather, participant illness and injury)
12. Food and equipment security
13. Participant survey administration
14. Special/therapeutic diets
15. Provision of nutrition screening, education and counseling
16. Congregate meal food take-home policy
17. Home delivered nutrition services
18. Assessments
19. Third party meals
20. SNAP contributions
21. Provision of meals to staff under 60 at guest rate

B. Contributions

The Municipality shall implement the NYSOFA contribution policies and procedures including:

1. Participants receiving information on the use of contributions.
2. The opportunity for individuals to make a contribution for nutrition services received.
3. Contributions for meals are confidential and voluntary and individuals are free to choose the amount they wish to contribute.
4. Any contribution made will be used to expand the program.
5. No one will be denied the service because of their inability to contribute.

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NUTRITION PROGRAM STANDARDS. CONT'D

C. Insurance

The Municipality shall be covered by the following insurance where applicable and feasible:

- | | |
|--|--|
| 1. Facility insurance | 5. Products liability |
| 2. Vehicle insurance | 6. Personal liability, including volunteers |
| 3. Workman's compensation
from employee theft | 7. Bonding/Commercial Insurance Policy covering losses |
| 4. Unemployment | |

D. Congregate Site Agreement

There shall be written site agreements between the provider and all sites serving meals. The site agreements must address as appropriate:

1. Agreement on utility/rent payment
2. Specific areas and square footage
3. Hours opened, days opened, days closed, and seasonal variations
4. Responsibility for care and maintenance of the facility:
 - (a) Sanitation of restrooms and common areas
 - (b) Cleaning range hoods, fans, furnace vents, etc.
 - (c) Snow removal on walks
5. Responsibility for fire inspections
6. Obtaining Health Department permits
7. Insurance coverage for items owned by the project
8. Personnel liability insurance
9. Compliance with all federal, state and local laws
10. Security for site equipment and food
11. Responsibility for replacement of equipment
12. Certificates of Occupancy

E. Record Retention

1. The Municipality will keep the following records for one year after the ending date of the program period:
 - a. Food temperature logs; congregate and home delivered meals
 - b. Site, kitchen and route monitoring reports
 - c. Health Department inspection reports

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NUTRITION PROGRAM STANDARDS. CONT'D

- d. Nutrition education programs, surveys and units of service
 - e. Nutrition counseling client files and units of service
 - f. Menus as served and nutrient analysis
 - g. Food cost and inventory records and production sheets
 - h. Participant surveys and evaluations
 - i. Physician diet orders
 - j. Participant, staff and volunteer meal service records e.g. sign-in sheets
2. The Municipality will keep the following records for six years after the ending date of the program period:
- a. Congregate participant registration
 - b. Home Delivered Meals eligibility assessments and reassessments
 - c. Contribution collection and deposit records
 - d. All income and expense records
 - e. Contract, budget and payroll/time sheet documents
 - f. AAA monitoring reports of contracted nutrition providers and directly provided nutrition services.

II. PARTICIPANT ELIGIBILITY AND ASSESSMENTS

A. Congregate Setting Nutrition Program: Nutrition Services Eligibility

The Municipality shall ensure that program regulations are met as follows:

- 1. Any person age 60 or older and the spouse of such a person is eligible to participate in congregate nutrition services.
- 2. Individuals with disabilities under the age of 60 who reside in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided may also be served.
- 3. In accordance with procedures established by the AAA:
 - a. individuals with disabilities under the age of 60 who reside at home with an eligible older individual may be offered congregate nutrition services on the same basis as meals are provided to eligible participants; and
 - b. individuals under the age of 60 who provide volunteer services to the meal program during meal hours may be offered a meal on the same basis as meals are provided to eligible participants.

B. Home Delivered Meals Program: Nutrition Services Eligibility

The Municipality shall ensure that program regulations are met as follows:

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NUTRITION PROGRAM STANDARDS. CONT'D

1. Any person age 60 or older is eligible to receive home delivered meals, provided that such person:
 - a. is incapacitated due to accident, illness, or frailty;
 - b. lacks the support of family, friends, or neighbors; and
 - c. is unable to prepare meals due to a lack of or inadequacy of facilities, an inability to shop, cook, or prepare meals safely, or a lack of appropriate knowledge or skill.
2. The spouse of an eligible recipient, regardless of age or condition, may receive home delivered meals if, according to criteria established by the AAA, receipt of such meals is in the best interest of the eligible participant.
3. In accordance with procedures established by the AAA:
 - a. individuals with disabilities under the age of 60 who reside at home with an eligible participant may receive home delivered meals if, according to criteria established by the AAA, receipt of such meals is in the best interest of the eligible participant; and
 - b. individuals under the age of 60 who provide volunteer services to the meal program during meal hours may be offered a meal on the same basis as meals are provided to eligible participants.

C. Assessments

1. The AAA shall ensure that each person referred for or requesting home delivered meals is assessed to determine the need for such services as follows:
 - a. a comprehensive client assessment, consistent with NYSOFA guidelines, must be completed prior to initiating service; in individual cases of emergent need for meals to be initiated before an assessment is conducted (i.e. hospital discharge referral), the assessment must be conducted within ten business days of initiating service. If the assessment is not completed prior to service, the following intake information must be noted and on file: name, address, phone, emergency contact, physician, major chronic conditions, birthdate, diet, and description of emergent nature of need;
 - b. client assessments must be conducted by a person who has the same qualifications as staff who perform assessments for other community-based long-term care services;
 - c. reassessments are done at least every 12 months. Case managed clients receive a documented contact every 2 months and non-case managed clients must receive a documented contact every 6 months; and
 - d. appropriate referrals, with the consent of the participant or their representative, must be made when other needs are identified through the assessment process (e.g. nutrition counseling, transportation, personal care).

III. MEAL SERVICE AND DELIVERY

The Municipality shall ensure that program regulations are met as follows:

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NUTRITION PROGRAM STANDARDS (CONT'D.)

A. Congregate Setting Nutrition Program: Service Delivery and Accessibility

The AAA shall ensure that:

1. The nutrition program provides maximum accessibility to older persons in greatest social or economic need with particular attention to low income minority individuals.
2. Congregate sites are located in as close proximity to the majority of eligible older individuals' residences as feasible.
3. All sites must be in an area that is easily accessible to the target population and in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
4. Congregate nutrition program provides at least one hot or other appropriate meal per day, five or more days a week. Exceptions may only be made in a rural area where such frequency is not feasible, and a lesser frequency is approved by NYSOFA.
5. All sites are open at least one hour before and after the meal is served to permit all participants to eat a leisurely meal, enjoy social contact, and take advantage of other services at the site.
6. The program provides nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of meal participants.
7. To the maximum extent possible there is space available for supportive services (which protects the privacy of individual participants), educational services, and/or recreational services and activities.
8. Meals are provided in congregate settings, including adult day care facilities and multigenerational meal sites and may include restaurant- based sites.
9. All sites must be open to the public so that eligible participants may gain access. There must not be a requirement to be a member, pay an entrance fee, be a resident, or participate in another program or service in order to gain access to the congregate meal.
10. Participants are registered in accordance with NYSOFA's reporting requirements.
11. Participants are monitored for the possible need for home delivered meals instead of congregate meals and referrals are made as necessary.
12. Each nutrition services provider (direct or contracted) shall alert the AAA to conditions or circumstances which may endanger the participant, other participants, workers, volunteers, meal site or household.

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NUTRITION PROGRAM STANDARDS (CONT'D.)

B. Home Delivered Meals Program: Service Delivery and Accessibility

The AAA shall ensure that:

1. The home delivered meals program provides maximum accessibility to older persons in greatest social or economic need with particular attention to low income minority individuals.
2. The home delivered meals program provides at least one home delivered meal per day, five or more days a week. Exceptions may only be made in a rural area where such frequency is not feasible, and a lesser frequency is approved by NYSOFA. Such meals may be hot, cold, frozen, dried, canned, or fresh foods and, as appropriate, supplemental foods.
3. The home delivered meals program provides nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of meal participants.
4. To the extent possible, the home delivered meals program makes available medical information approved by health care professionals, such as informational brochures and information on how to get vaccines, including vaccines for influenza, pneumonia, and shingles, in the individuals' communities.
5. Each nutrition services provider (direct or contracted) shall alert the AAA to conditions or circumstances which may endanger the participant, other participants, workers, volunteers, meal site or household.

C. Provision of Meals to Guests and Staff Under Sixty

1. Procedures are in place that ensure that eligible participants are given priority for meals over all guests and staff under sixty.
2. Meal charges for guests and staff under sixty are based on actual food and disposables cost of caterers' charge per meal.
3. There is a written policy concerning the provision of meals to staff under sixty at the guest rate.

D. Third-Party Reimbursement

The AAA shall ensure that:

1. a) it shall seek appropriate reimbursement from third-party payers (public and private) when such participants' nutrition services are or may be covered by another funding source;
b) there are written agreements concerning the reimbursement of meal cost pertaining to community-based residential care facilities, community-based service providers, and other public or private third-party payers.

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NUTRITION PROGRAM STANDARDS (CONT'D.)

2. Nutrition services providers under contract with an AAA to provide nutrition services seek appropriate reimbursement from third-party payers (public and private) to pay for congregate and home delivered nutrition services provided to covered participants when such participants' nutrition services are or may be covered by another funding source. This would include community-based residential care facilities, community-based service providers, and other public or private third-party payers. a. Nutrition services providers have written agreements concerning reimbursement of meal cost (based on actual costs per meal), participation of covered individuals, and other policies, procedures, and conditions in accordance with NYSOFA's standards.

E. Meal Service

The Municipality shall ensure that program regulations are met as follows:

1. Efforts are made to conserve the nutritive value, flavor and appearance of foods at all stages of food preparation, delivery and service with particular attention made to minimize the hot holding time before they are consumed. Potentially hazardous foods (as defined in New York State Sanitary Code Subpart 14-1.31) are held, delivered and served at temperatures 45 degrees Fahrenheit or below or 140 degrees Fahrenheit or above.
2. Foods are portioned for service as indicated on approved menus.
3. Each nutrition services provider in accordance with applicable laws and regulations accommodates the needs of individuals with disabilities or limited mobility and has available for use upon request appropriate food containers, utensils, and other assistive devices.
4. When feasible and appropriate, arrangements are made for the availability of meals to participants in weather-related emergencies.
5. There are written procedures concerning:
 - a. The provision of food and/or meals in weather related or other emergencies or disasters;
 - b. the cancellation of meals;
 - c. notification of service delays or closings;
 - d. restrictions concerning the drop-off of home delivered meal(s);
 - e. the allowance of or prohibition against participants taking part or all their meal home for later consumption regarding food safety issues and participant responsibility; and
 - f. the provision of appropriate food containers and utensils for individuals with disabilities.
6. Clients receiving home delivered meals are instructed on the requirements of receiving a meals and the use and safe handling of the meal.

IV. FOOD SERVICE OPERATION

The Municipality shall ensure that:

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NUTRITION PROGRAM STANDARDS (CONT'D.)

1. All facilities used for meal preparation and/or service delivery meet all applicable Federal and State requirements, including the State Sanitary Code Part 14-1 requirements, and all local health, sanitation, building, fire and safety regulations
2. Food costs using NYSOFA administered funding area accurately determined and calculated on a quarterly basis
3. Procedures are in place to forecast the number of meals to be prepared and/or served daily e.g. reservation system.
4. Standardized recipes are used for food production.
5. Food items on production and on-site menus are clearly identified and portion sizes are indicated as needed.
6. Portion control is maintained during food preparation and service to be consistent with Registered Dietitian certified menu requirements.

V. FIRE, BUILDING AND HEALTH CODE COMPLIANCE AND SAFETY PROCEDURES

A. Facility Compliance and Safety Procedures

The Municipality shall ensure that:

1. NYSOFA approval has been granted for the operation of any contracted or directly operated nutrition site, satellite site, central kitchen or facility which prepares, packages or serves meals using NYSOFA administered funding. Operation permits are kept on file at the agency for NYSOFA to review.
2. NYSOFA has been notified of any commercial caterer, restaurant, hospital, nursing home, school or "Meals on Wheels" which provides meals under an agreement with a NYSOFA administered program.
3. NYSOFA approval is received prior to any changes in the status of the operation of meal sites, kitchens or caterers and restaurant-based sites and such changes are accurately reflected in the NYSOFA meal site roster.
4. All sites and food preparation facilities (contracted and directly operated) are inspected annually by the local Department of Health. Inspection reports and follow-up documentation on compliance issues are kept on file with the AAA.

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NUTRITION PROGRAM STANDARDS (CONT'D.)

5. All facilities are in compliance with the NY State Sanitary Code and display operation permits.
6. All facilities have written confirmation or permit posted that they comply with Fire Department or Buildings Department regulations.
 - a. Exits are clearly identified, well lit and free of obstacles/clutter.
 - b. Fire extinguishers are strategically placed and inspected annually.
 - c. Evacuation plans are posted.
7. Fire drills are conducted annually at all congregate sites and documented.

B. Food Service Practices Compliance

The Municipality should ensure that:

1. Food service practices comply with all applicable federal, New York State Sanitary Code Part 14 and local health and sanitation regulations.
2. Time and temperatures of potentially hazardous foods (as defined in New York State Sanitary Code Subpart 14-1.31) shall be taken and recorded as follows:
 - a. Final cooking temperatures.
 - b. Bulk food temperatures must be taken prior to delivery, at delivery and at serving time.
 - c. HDM end route temperatures must be taken monthly for each route.
3. Outbreaks of suspected food-borne illnesses are reported to the local Health Department, NYSOFA and the AAA immediately.

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PROGRAM REQUIREMENTS

CONGREGATE SETTING NUTRITION PROGRAM & HOME DELIVERED MEALS PROGRAM

The Municipality shall provide a Congregate Setting Nutrition Program ("CSNP") or both a CSNP and a Home-Delivered Meals Nutrition Program ("HDMNP") which meets the requirements of the Older Americans Act, and the rules and regulations of the Department of Health and Human Services and the NYSOFA and the WCDSPS.

CONGREGATE SETTING NUTRITION PROGRAM

The Municipality, in connection with CSNP, shall serve and provide a lunch meal, in a setting and atmosphere conducive to pleasant dining, at the site designated, five days a week, on Monday, Tuesday, Wednesday, Thursday and Friday. The site shall be open to all persons who are sixty (60) years of age or older and their spouses (hereinafter referred to as "Participants") for at least five consecutive hours per weekday, and the lunch shall be served between 11:30 a.m. and 1:30 p.m. on those days.

The Municipality shall collect voluntary contributions from Participants and shall collect the full price of a meal from guests and staff members who are under the age of sixty (60) years at a rate agreed upon between the County of Westchester ("County") and the Municipality.

The Municipality shall keep a separate ledger account of such contributions together with supporting records and documents.

No eligible Participant shall be deprived or prevented from participating in the CSNP because of inability to contribute or solely because of race, sex, creed, color, nationality, country of origin or disability.

In addition to the foregoing, the Municipality will furnish Participants with support services in accordance with the Manual of Policy and Procedures for the Nutrition Program for the Elderly, including but not limited to transportation assistance, an information and referral service, health and wellness counseling, nutrition education, recreational activities, shopping assistance, and a program of outreach to assure participation of special target persons including, but not limited to, minorities, poverty level persons and isolated individuals.

The Municipality will encourage Participants to take part in the Project Council in order to achieve a coordinated system of program services and rapid dissemination of information and ideas regarding CSNP matters.

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PROGRAM REQUIREMENTS (CONT'D.)

HOME DELIVERED MEALS NUTRITION PROGRAM

The Municipality, in connection with the HDMNP, shall provide and serve a lunch meal five days a week on Monday, Tuesday, Wednesday, Thursday and Friday, between 11:30 a.m. and 1:30 p.m., and/or a cold supper on the same days at the eligible Participant's home. When feasible, the Program shall be extended to include Saturday, Sunday and holidays. Said lunch meal shall be made available to Participants.

The Municipality shall collect voluntary contributions from Participants and the full cost of the meal from guests and staff under 60 years of age at a rate agreed upon between the County and the Municipality. The Municipality shall keep a separate ledger account of such contributions together with supporting records and documents. No eligible Participant shall be deprived or prevented from participating in the HDMNP because of inability to contribute or solely because of race, sex, creed, color, nationality, country of origin or disability.

In addition to the foregoing, the Municipality will furnish Participants with Support services, in accordance with the Manual of Policy and Procedures for the Nutrition Program for the Elderly, including, but not limited to, an information and referral service, health and wellness counseling, nutrition education, and a program of outreach to assure participation of special target persons including, but not limited to, minorities, poverty level persons, and isolated individuals.

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PROGRAM REQUIREMENTS

MISCELLANEOUS AGREEMENTS

1. It is understood and agreed that the Municipality bears an affirmative obligation to answer questions specifically or directly relating to this Agreement before any official, board or agency authorized or empowered to inquire into such matters. This section shall not be construed as barring the Municipality, its directors, officers or employees from exercising their constitutional privilege against self-incrimination. The foregoing, however, shall not be construed as limiting the rights and remedies of the County in the event of such refusal, and when such body or agency is wholly civil in nature, failure or refusal to fully cooperate with and diligently answer the inquiries of such official, board or agency may constitute grounds for the termination of this Agreement and/or the exercise of any and all other rights or remedies which the County may have by reason of such failure or refusal.
 - a. Such person, and any firm, partnership or corporation of which he is a member partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with the State, the County, or any public department or official thereof, for goods, work or services, for a period of five (5) years after such failure or refusal to fully cooperate with and diligently answer the inquiries of such official, board or agency may constitute grounds for the termination of this agreement and/or the exercise of any and all other rights or remedies which the County may have by reason of such failure or refusal.
 - b. Any and all contracts made with the State, the County, or any public department, agency or official thereof, since July 1, 1959 by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be canceled or terminated by the County, without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.
2. If the agreement between the Municipality and food vendor has been bid, the food vendor certifies that:
 - a. The bid has been arrived at independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids.
 - b. The contents of the bid have not been communicated by the food vendor, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the food vendor or its surety of a bond furnished herewith prior to the opening of the official bid.

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MUNICIPALITY:

PLAN FOR SERVICES

The information taken from standard definitions and units of service on page 4.

SERVICE: CONGREGATE SETTING NUTRITION PROGRAM

DEFINITION OF SERVICE:

Congregate Meal - A hot or other appropriate meal, which meets nutritional requirements and is served to an eligible participant in a group setting.

UNIT OF SERVICE: Each meal served. Meals served to individuals through means-tested programs such as Medicaid Title XIX waiver meals.

CMC6 Projected units: 869

CMC6 Projected clients: _____

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MUNICIPALITY:

PLAN FOR SERVICES

SERVICE: CONGREGATE SETTING NUTRITION PROGRAM

1. If the Municipality services are not being targeted to those most in need, explain why services should be funded. Placement of services is pre-targeted.

2. The Major Action Steps that will be taken to improve the program must be completed below if:
 - the Municipality's previous fiscal year's performance is less than 75% or
 - the Municipality has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

2021 - 2024 TIMETABLE

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

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MUNICIPALITY:

PLAN FOR SERVICES

The information taken from standard definitions and units of service on page 4.

SERVICE: HOME DELIVERED MEALS NUTRITION PROGRAM

DEFINITION OF SERVICE:

Home Delivered Meal - A hot or other appropriate meal, which meets nutritional requirements and is provided to an eligible person for home consumption.

UNIT OF SERVICE Each meal provided. Meals served to individuals through means-tested programs such as Medicaid Title XIX waiver meals.

HDC6 Projected units: 1301

HDC6 Projected clients: _____

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DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY:

PLAN FOR SERVICES

SERVICE: HOME DELIVERED MEALS NUTRITION PROGRAM

1. If the Municipality services are not being targeted to those most in need, explain why services should be funded.

Placement of services is pre-targeted.

2. The Major Action Steps that will be taken to improve the program must be completed below if:

- the Municipality's previous fiscal year's performance is less than 75% or
- the Municipality has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

2021 - 2024 TIMETABLE

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY:

PLAN FOR SERVICES

The information taken from standard definitions and units of service on page 4.

SERVICE: IN-HOME CONTACT AND SUPPORT: GROCERY DELIVERY

DEFINITION OF SERVICE:

Services and activities designed to provide support to older people who are isolated because of physical and/or cognitive limitations. These services are not defined separately elsewhere in the standard definitions and may include but are not limited to:

UNIT OF SERVICE: One contact/delivery of Groceries/Consumable Supplies

CMC6 Projected units: 352

CMC6 Projected clients: _____

HDC6 Projected units: 526

HDC6 Projected clients: _____

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**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY:

PLAN FOR SERVICES

SERVICE: IN-HOME CONTACT AND SUPPORT: GROCERY DELIVERY

1. This service will be provided at the following site(s) during the following hours:

SITE LOCATION	DAYS/HOURS OF OPERATION

2. This service will be provided by the following staff person(s):

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

Is this service accessible to the Mobility Disabled? () Yes () No

Is this service accessible to the Visually Impaired? () Yes () No

Is this service accessible to the Hearing Impaired? () Yes () No

MUNICIPALITY:

PLAN FOR SERVICES

SERVICE: IN-HOME CONTACT AND SUPPORT: GROCERY DELIVERY

- 3. Describe how this service will be organized, operated, and coordinated. Describe the intended impact of the program. Outline any "new mechanisms involved in the program (i.e. innovative activities which facilitate access to and/or coordination of services). Attach an organization chart for this program for which job descriptions are a part of this Schedule.**

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**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 &TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY: _____

PLAN FOR SERVICES

SERVICE: IN-HOME CONTACT AND SUPPORT: GROCERY DELIVERY

- 4. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete number 5.**

- 5. The Major Action Steps that will be taken to improve the program must be completed below if:**
- the Municipality's previous programmatic and/or fiscal year's performance is less than 90% or
 - the Municipality has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

2021 – 2024 TIMETABLE

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY: _____

PLAN FOR SERVICES

The information below taken from standard definitions and units of service on page 4.

SERVICE: OTHER: CONSUMABLE SUPPLIES:

DEFINITION OF SERVICE:

Purchase of consumable supplies or material aid to meet basic necessities to benefit older adult and/or their family caregiver. The supplies or material may include, for example, groceries, cleaning supplies, masks, gloves, continence items, personal hygiene supplies (including soap, toothpaste, toilet paper, sanitary wipes, incontinence supplies), cell phone access or internet access. Note: This is to report an instance of purchasing groceries, supplies, cell phone access or internet access or other items with program funds. For reporting the delivery, please also see In-Home Contact and Support.

UNIT OF SERVICE: One activity

CMC6 Projected units: 352

CMC6 Projected clients: _____

HDC6 Projected units: 526

HDC6 Projected clients: _____

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY: _____

PLAN FOR SERVICES

SERVICE: OTHER: CONSUMABLE SUPPLIES

1. This service will be provided at the following site(s) during the following hours:

SITE LOCATION	DAYS/HOURS OF OPERATION

2. This service will be provided by the following staff person(s):

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

Is this service accessible to the Mobility Disabled? () Yes () No

Is this service accessible to the Visually Impaired? () Yes () No

Is this service accessible to the Hearing Impaired? () Yes () No

MUNICIPALITY:

SERVICE: OTHER: CONSUMABLE SUPPLIES

- 3. Describe how this service will be organized, operated, and coordinated. Describe the intended impact of the program. Outline any "new mechanisms involved in the program (i.e. innovative activities which facilitate access to and/or coordination of services). Attach an organization chart for this program for which job descriptions are a part of this Schedule.**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY:

PLAN FOR SERVICES “OTHER”

SERVICE: OTHER: CONSUMABLE SUPPLIES

- 4. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete number 5.**

- 5. The Major Action Steps that will be taken to improve the program must be completed below if:**
- the Municipality’s previous programmatic and/or fiscal year’s performance is less than 90% or
 - the Municipality has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

2021 – 2024 TIMETABLE

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

JOB DESCRIPTIONS

Job Descriptions of positions funded with American Rescue Plan Act federal grant funds for Title III-C Programs under the Older Americans Act, as amended, must be submitted with this Schedule.

MUNICIPALITY: _____

ADDRESS: _____

JOB TITLE: _____

CONTRACT PERIOD: FROM: April 1, 2021 TO: September 30, 2024

BASIC FUNCTIONS TO BE PERFORMED BY EMPLOYEE:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

MINIMUM ACCEPTABLE TRAINING, EXPERIENCE, KNOWLEDGE, SKILLS AND ABILITIES:

IF POSITION IS ALREADY FILLED, NAME OF EMPLOYEE: _____

NAME OF IMMEDIATE SUPERVISOR: _____

POSITION WITH MUNICIPALITY: _____

WESTCHESTER COUNTY

**DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

ADDITIONAL AGREEMENT PROVISIONS

SUBCONTRACTING FOR FOOD

The Municipality shall not assign, transfer, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein without the prior written approval of the County. The Municipality may subcontract for food, without obtaining approval from the County, where the Municipality does not produce food; provided, however, that (a) the County shall be promptly notified of each such food subcontract and shall retain the right to disapprove any such food subcontract for cause; (b) the Municipality and the food subcontractor shall execute the agreement annexed hereto and made a part hereof as **Attachment 1**; or some such similar agreement, the terms of which do not differ in any material respect from the terms contained in **Attachment 1**; and (c) a copy of such agreement is forwarded to the County immediately upon execution by the parties thereto. If the Municipality prepares its own meals on site, the Municipality is required to execute the letter annexed hereto and made a part hereof as **Attachment 2**.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY:

**ATTACHMENT 1
CATERER AGREEMENT**

A. FOOD VENDOR NAME: _____

ADDRESS: _____

MUNICIPALITY NAME: _____

ADDRESS: _____

CONTACT PERIOD: From _____ To _____

ESTIMATED TOTAL AMOUNT OF CONTRACT:

For Congregate Meals: \$ _____

For Home Delivered: \$ _____

LOCATION OF MEALS PREPARATION SITE:

_____ (the "Food Vendor's Address")

NUMBER OF SITES SERVED: _____

ESTIMATED TOTAL MEALS TO BE SERVED IN PROJECT YEAR:

For Congregate Meals: _____

For Home Delivered Meals: _____

CHARGE PER MEAL ACTUALLY SERVED:

For Congregate Meals: \$ _____

For Home Delivered Meals: \$ _____

B. MUNICIPALITY AND FOOD VENDOR AGREE AS FOLLOWS:

1. Food Vendor shall provide an estimated _____ meals per day on the following days:

_____ Monday _____ Tuesday _____ Wednesday

_____ Thursday _____ Friday _____ Saturday _____ Sunday

2. The Food Vendor shall deliver such meals to _____ (the "Municipality") in heated or refrigerated containers that will maintain hot food above 140 degrees F. and cold food below 45 degrees F.

The Municipality's Employees will assist in unloading heated and refrigerated containers from the transport vehicle.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY: _____

**ATTACHMENT 1 (CONT'D)
CATERER AGREEMENT**

3. The Food Vendor shall have such meals ready for transport in heated and/or refrigerated containers no later than _____ a.m. each day.

4. All meals will furnish one-third the Dietary Reference Intakes (DRIs) developed and published by the Institute of Medicine (IOM) and as required by the National Nutrition Program for the Elderly.

5. The following meal pattern will be adhered to, to insure meeting one-third DRIs: meat, fish, poultry (minimum of 2 oz. cooked edible portion not to include breading), vegetables and fruit (3 servings), grains/ whole grains (2 servings, 1 ounce each, one serving must be whole grain), butter or margarine (1-2 tsp), and dairy (1 serving).

6. Westchester County Department of Senior Programs and Services will submit to the Municipality a menu containing a minimum of a six-week cycle of meals approved by the project dietitian. The Municipality shall make its best efforts to adhere to this menu. In any event the Municipality shall adhere to the meal pattern requirements set forth in Paragraph 5.

7. The Food Vendor shall provide enough food, according to the meal pattern, to provide meals for an estimated _____ people per day which may include milk, bread, butter, napkins, salt, pepper, knives, forks, spoons and such other necessary items for an adequate table setting as set forth in the bid specifications, the terms of which shall be deemed incorporated by reference herein as if the same were set forth at length.

8. The Food Vendor shall prepare the food hot and ready to serve. Hot food must be at least 140 degrees F. and cold food 45 degrees F. when delivered by the transport vehicle. The Municipality's Nutrition Site Manager will check all delivered food as it arrives to insure proper food temperature and proper number of meals.

9. The Food Vendor will be open for inspection and program evaluation during the normal business hours by representative of local and State Departments of Health, local nutrition program, County and State Offices for the Aging, State Office of General Services, U.S. Administration on Aging, U.S. Department of Agriculture and General Accounting Office.

10. The Food Vendor shall meet all Federal, State and local health codes.

11. The Food Vendor shall be responsible for ensuring that all vehicles used in the transport for food prepared hereunder are maintained in a clean manner. Such vehicles shall also be available for inspection by the agencies listed in Paragraph 9 above.

12. The Food Vendor will implement any recommendations made by the agencies listed in Paragraph 9.

13. The Food Vendor shall indemnify and save harmless New York State and Westchester County from any and all claim or claims whatsoever arising from or in connection with services rendered hereunder, including, but not limited to, claims resulting from poisoning caused by food pursuant to this agreement.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY: _____

ATTACHMENT 1 (CONT'D)

CATERER AGREEMENT

14. The Food Vendor shall provide evidence of those insurance policies required by the Municipality.

15. The Food Vendor shall post bond in the amount of one month's fees as security against default by the Food Vendor in the performance of its duties under this contract.

16. The Food Vendor shall adhere to the provisions of the Civil Rights Act of 1964 and all amendments thereto, Executive Order 11246 and 11375 as supplemented by 41 CFR Part 60 and agrees not to discriminate against any individual on the basis of race, sex, color, creed, age, religion, disability, marital status or national origin.

17. The Food Vendor shall provide the Westchester County Department of Senior Programs and Services with a cost breakdown of the food provided by raw food, prepared food, transportation, and other costs attributed to the local project as New York State Office for the Aging (NYSOFA) and Administration on Aging may request.

18. The Food Vendor shall submit billings to the Municipality at the end of each calendar month for the actual number of meals prepared and any additional food prepared and delivered at the request of the Municipality's Site Manager during the said calendar month.

19. The Food Vendor agrees to retain records substantiating the basis for payment hereunder for a period of three (3) years following the final payment hereunder, and shall make such records available to representatives of the United States Department of Health and Human Services, the NYSOFA, the Westchester County Department of Senior Programs and Services and the Municipality. In the event one or more of the foregoing agencies commence an audit, or litigation or other action concerning the payments made under this contract, the Food Vendor shall retain such records until such audit, litigation or other action is concluded, or until expiration of the said three-year period, whichever is later.

20. The Food Vendor may terminate this contract at any time during its term without cause by giving not less than sixty (60) days prior written notice to the Municipality of the intention to terminate this contract and the specific termination date.

21. This contract may be terminated by the Municipality on thirty (30) days written notice to the Food Vendor whenever such termination is in the best interest of the Recipient.

The Food Vendor: _____

By: _____
(Original Signature only) (Title) (Date)

The Municipality: _____

By: _____
(Original Signature only) (Title) (Date)

WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS

MUNICIPALITY:

ATTACHMENT 2

REGIONAL KITCHEN AGREEMENT

AGREEMENT made this _____ day of _____, 20____ by and between:

_____ a corporation, of the State of New York, with its
principal office at _____

(hereinafter referred to as the "Preparer")

and _____ a _____
corporation, of the State of New York, with its principal office at _____

(hereinafter referred to as the "Recipient")

WITNESSETH:

WHEREAS, the Preparer and the Recipient wish to enter into an agreement for the preparation of Senior Citizens Nutrition Program Meals.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The Preparer shall prepare approximately _____ meals per day, Monday through Friday, excluding national holidays, from _____ to _____, on the premises located at _____ ("Preparation Site"), at a cost of \$ _____ per meal.

2. The Recipient shall be responsible for the pick-up of such meals at the Preparation Site and the delivery to the Recipient's distribution site.

The Preparer's Nutrition Program Employees will assist in loading heated or refrigerated containers into the transport vehicle.

3. The Preparer shall have such meals ready for transport in heated and/or refrigerated containers no later than _____ a.m. each day.

4. All meals will furnish one-third the Dietary Reference Intakes (DRIs) developed and published by the Institute of Medicine (IOM) and as required by the National Nutrition Program for the Elderly.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY: _____

**ATTACHMENT 2 (CONT'D)
REGIONAL KITCHEN AGREEMENT**

5. The following meal pattern will be adhered to, to insure meeting one-third DRIs: meat, fish, poultry (minimum of 2 oz. cooked edible portion not to include breading), vegetables and fruit (3 servings), grains/ whole grains (2 servings, 1 ounce each, one serving must be whole grain), butter or margarine (1-2 tsp), and dairy (1 serving).

6. Westchester County Department of Senior Programs and Services will submit to the Preparer a menu containing a minimum of a six-week cycle of meals approved by the project dietitian. The Preparer shall make its best efforts to adhere to this menu. In any event, the Preparer shall adhere to the meal pattern requirements set forth in Paragraph 5.

7. The Preparer shall provide enough food, according to the meal pattern to provide meals for approximately _____ people per day including milk, bread, butter and such other necessary items as deemed appropriate by both parties.

8. The Preparer shall prepare the food hot and ready to serve. Hot food must be at least 140 degrees F. and cold food 45 degrees F. when delivered by the transport vehicle. The Recipient's Nutrition Site Manager will check all delivered food as it arrives to insure proper food temperature.

9. The Preparation Site will be open for inspection and program evaluation during normal business hours by representatives of local and State Departments of Health, local nutrition program, County and State Offices for the Aging, State Office of General Services, U.S. Administration on Aging, U.S. Department of Agriculture and General Accounting Office.

10. Preparer will implement any recommendations made by the above-mentioned agencies in paragraph 9.

11. The Preparation Site shall meet all Federal, State and local health codes.

12. Recipients shall be responsible for ensuring that all vehicles used in the transport of food prepared hereunder, are maintained in a clean manner. Such vehicles shall also be available for inspection by the agencies listed in paragraph 9 above. Recipient will implement any recommendations made by the agencies in paragraph 9 concerning transport vehicles.

13. The Preparer shall indemnify and save harmless New York State and Westchester County from any and all claim or claims whatsoever arising from or in connection with services rendered hereunder, including, but not limited to, claims resulting from poisoning caused by food pursuant to this agreement.

14. The Preparer's posting of a bond in the amount of one month's fees as security against default by the Preparer in the performance of its duties under this contract is hereby waived by the Recipient.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY: _____

ATTACHMENT 2 (CONT'D)

REGIONAL KITCHEN AGREEMENT

15. The Preparer shall adhere to the provisions of the Civil Rights Act of 1964 and all amendments thereto, Executive Order 11246 and 11375 as supplemented by 41 CFR Part 60 and agrees not to discriminate against any individual on the basis of race, sex, color, creed, age, religion, disability, marital status or national origin.

16. The Preparer shall provide the Westchester County Department of Senior Programs and Services with a cost breakdown of the food provided by raw food, prepared food, transportation, and other costs attributed to the local project, as New York State Office for the Aging and Administration on Aging may request.

17. The Preparer shall submit billings to the Recipient at the end of each calendar month for the actual number of meals prepared and any additional food prepared and delivered at the request of the Recipient's Site Manager during said calendar month.

18. The Recipient agrees to pay all amounts due on said billings within two (2) weeks of the receipt of said billings.

19. The Preparer agrees to retain records substantiating the basis for payment hereunder for a period of three (3) years following the final payment hereunder, and shall make such records available to representatives of the United State Department of Health and Human Services, the New York State Office for the Aging, the Westchester County Department of Senior Programs and Services and the Recipient. In the event one or more of the foregoing agencies commence an audit, or litigation or other action concerning the payments made under this contract, the Preparer shall retain such records until such audit, litigation or other action is concluded, or until expiration of the said three-year period, whichever is later.

20. The Preparer may terminate this contract at any time during its term without cause by giving not less than sixty (60) days prior written notice to the Recipient of the intention to terminate this contract and the specific termination date.

21. This contract may be terminated by the Recipient on thirty (30) days written notice to the Preparer whenever such termination is in the best interest of the Recipient.

The Preparer: _____

By: _____
(Original Signature only) (Title) (Date)

The Recipient: _____

By: _____
(Original Signature only) (Title) (Date)

WESTCHESTER COUNTY

**DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

REPORTING REQUIREMENTS

Without limiting the right of the County to require additional reports and unless otherwise specified in writing by the County, the Municipality shall furnish the following reports to the County Department of Senior Programs and Services prior to the tenth (10th) working day of each month unless otherwise noted:

1. Job description reports for personnel employed during the term of this Agreement.
2. Resumes of persons employed.
3. A report of personnel benefit policies, including wages, hours, vacation and all other leave time and fringe benefits shall be submitted to the County by the first day of the second month of the program.
4. Monthly time sheets of staff to be maintained for audit purposes.
5. Such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Municipality and the nature and amount of all expenditures claimed against such funds.
6. At the request of the County, the Municipality will submit a written report describing the methods used to satisfy the service needs of low income minority individuals, and 'Section 306(4)(B)(i)' older individuals who are residing in rural areas, have greatest economic or social need (with particular attention to low-income minority individuals and older individuals residing in rural areas), have severe disabilities, have limited English proficiency, have Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals), and are at risk for institutional placement, all as specified in Section 306(4)(B)(i) of the Older Americans Act of 1965, as amended.
7. Monthly Reports of service(s) provided, recipient population characteristics, and expenditures for the program.
8. Claims for expenses incurred in the provision of said services, accompanied by such registration forms or other documentation necessary to support claims for said expenses.
9. Participant Daily Registration Report
10. Monthly Nutrition Services Report
11. Monthly Contribution Report Indicating Bank Deposits for Title III C-2 Programs
12. Equipment Inventory Sheets for each item costing \$300.00 or more purchased with funds provided under this Agreement
13. Paid Food Bills.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

VOUCHERING SYSTEM FOR LINE-ITEM CONTRACTS

1. On a monthly basis Municipality should submit its payment voucher and back-up documentation for budgeted expenses. For personnel expenses, provide payroll check numbers (if applicable), pay dates and time frame. For all other expenses, submit copies of invoices, check numbers and dates paid. When contributions have been received, copies of the deposit slips need to be included with the monthly payment voucher.

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**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY:

PLAN FOR AUDIT

Describe the Municipality's plan for providing for an organization-wide audit no less than once every two years. If Municipality did not have an audit conducted during the preceding year it is required to have an audit conducted during the current year. An audit should cover the two preceding years, except in the case where audits are conducted annually. Audits are to be conducted in accordance with the "Guidelines for Financial and Compliance Audits of Federally Assisted Programs, and the Standards for Audit of Governmental Organizations, Programs, Activities and Functions."

1. When was the most recent audit conducted? _____

2. What time period was covered in the audit? _____

3. Who conducted the audit? Name & Title _____

4. Was a copy of the audit forwarded to the Westchester County Department of Senior Programs and Services?

() Yes () No - If NO, please do so.

If Municipality will have an organization-wide audit conducted during the current year, describe below the plan for selection of an auditor, the period to be covered and the scope of the audit. If Municipality will not have an audit conducted during the current year, briefly describe below its future audit plans.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
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MUNICIPALITY:

ADVOCACY AND RELATED ACTIVITIES

This category includes the monitoring, evaluation, and commenting on all policies, programs, hearings and community actions which affect older persons, the conducting of public hearings on the needs of older persons, the representation of the interests of older persons to public officials, public and private agencies and organizations, and coordinating planning with other agencies and organizations, to promote new or expanded benefits and opportunities for older persons.

Advocacy is not a service category, but is inherent in all services provided to the elderly.

Please describe the Municipality's specific plans for advocacy activities in this program year:

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 &TITLE III-C-2 NUTRITION PROGRAMS**

EXECUTIVE ORDER 11246

1. The Municipality hereby certifies that it will comply with the equal opportunity clause contained in section 202 of Federal Executive Order 11246, as codified under 41 CFR 60-1.4, attached hereto.

Municipality

Signature of Person Signing Agreement

Date

Title

Name of Staff Person Designated to be the
Affirmative Action Officer

.....

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

EXECUTIVE ORDER 11246 Cont'd

During the performance of this Agreement, the Municipality agrees as follows:

- (1) The Municipality will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Municipality will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Municipality will, in all solicitations or advertisements for employees placed by or on behalf of the Municipality, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Municipality will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Municipality's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Municipality will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor
- (5) The Municipality will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Municipality's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Municipality may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

EXECUTIVE ORDER 11246 Cont'd

(7) the Municipality will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Municipality will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the Municipality becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Municipality may request the United States to enter into such litigation to protect the interests of the United States.

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**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 - 2024 CMC6 & HDC6 – ARP ACT FUNDS FOR
TITLE III-C-1 & TITLE III-C-2 NUTRITION PROGRAMS**

MUNICIPALITY:

MUNICIPALITY STAFFING INFORMATION

MUNICIPALITY STAFF: Paid staff assigned to programs/services in this schedule.

Job Descriptions must be submitted with schedule, unless they are already on file with WCDSPS.

(Employees/staff are defined as those persons for whom W2 forms are maintained. Persons receiving 1099 forms are not, for the purpose of this document, to be listed as employees).

1. Total number of paid staff: _____
2. Full-time paid staff (30 hrs. or more per week): _____
3. Part-time paid staff (less than 30 hrs. per week): _____
4. Total number of paid staff 60 years of age or older: _____
5. Total number of paid female staff: _____
6. Total number of paid disabled staff: _____
7. Total number of paid minority staff: _____
 - a. Number of paid American Indian/Alaskan Native staff: _____
 - b. Number of paid Asian/Pacific Islander staff: _____
 - c. Number of paid Black staff (not of Hispanic origin): _____
 - d. Number of paid Hispanic staff: _____
 - e. Number of paid minority staff that fall
under two or more of the above minority statuses _____

Municipality Volunteers Assigned to Projects in this Schedule:

Aged 60+ _____

Minority _____

SCHEDULE "D"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) In order to assure compliance with 2 C.F.R. Part 180, 2 C.F.R. Part 376, and other applicable law, the Municipality certifies that it, its principals, and affiliates

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Municipality is unable to certify to any of the statements in this paragraph, the Municipality shall attach an explanation to this certification.

Contracting Entity's Name

Authorized Signature

Name: _____

Title: _____

Date: _____

SCHEDULE "E"

NEW YORK STATE OFFICE FOR THE AGING

PROGRAM INSTRUCTION 18-PI-17

**NYSOFA CONTRIBUTIONS
AND OTHER PROGRAM INCOME POLICY**

NEW YORK STATE OFFICE FOR THE AGING

2 Empire State Plaza, Albany, NY 12223-1251

Andrew M. Cuomo, Governor

An Equal Opportunity Employer

Greg Olsen, Acting Director

PROGRAM INSTRUCTION

Number: 18-PI-17

Supersedes: 81-TAM-III-B-6, 82-PI-III-17,
83-PI-III-B-35, 84-PI-6,
90-TAM-5, 90-PI-23, 92-PI-56,
92-PI-56, 03-PI-05, 14-TAM-01

Expiration Date:

DATE: July 27, 2018

TO: Area Agency on Aging Directors

SUBJECT: NYSOFA Contributions and Other Program Income Policy

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ACTION REQUESTED: Review this Program Instruction (PI) against local policies, procedures, and documents and make any necessary modifications to ensure that contributions and other program income received is appropriately solicited, collected, protected, and used to expand and support services.

RESPONSE DUE DATE: There is no reply necessary at this time. However, Area Agencies on Aging (AAA) must comply with this policy. A review of local policies should be undertaken as soon as possible and appropriate corrective actions or policy enhancements must be made.

PURPOSE: To ensure proper implementation of statutory and regulatory provisions for program income and to ensure that the necessary internal controls exist to properly account for and protect program income collected by the AAAs and their contractors.

BACKGROUND: Section 315 of The Older Americans Act (OAA) deals with Consumer Contributions, i.e., Cost Sharing and Participant Contributions. Various laws and regulations, specifically including federal regulations at 45 CFR § 1321.67, state law at Section 214(4)(k) of the NYS Elder law, and state regulations at 9 NYCRR §§ 6654.5 and 6654.6, also impose requirements on program income.

I. Statutory and Regulatory References

A. Section 315 of The Older Americans Act addresses consumer contributions, i.e., cost sharing and participant contributions.

1. **Cost Sharing** – Section 315(a) allows cost sharing for certain OAA-funded services provided that the state implements a cost sharing policy complete with a formal sliding scale to be used to determine each older person's share of the cost of the service. Section 315(a) also details several other requirements for a state implemented cost sharing policy including a provision that permits AAAs to request a waiver from the state policy.
2. **Contributions** - Section 315(b) of the OAA states that "Voluntary contributions shall be allowed and may be solicited for all services for which funds are received under this act provided that the method of solicitation is noncoercive. Such contributions shall be encouraged for individuals whose self-declared income is at or above 185 percent of the poverty line, at contribution levels based on the actual cost of services." AAAs and service providers may not means test for any service for which contributions are accepted or deny services to any individual who does not contribute to the cost of the service. OAA § 315(b)(4) requires AAAs to ensure that each service provider will:
 - a) provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - b) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - c) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
 - d) establish appropriate procedures to safeguard and account for all contributions; and
 - e) use all collected contributions to expand the service for which the contributions were given and to supplement (not supplant) funds received under this Act.

B. Federal regulations - 45 CFR § 1321.67 imposes requirements on program income.

C. NYS Elder Law § 214(4)(b)(3), as of the date of this policy's issuance, requires the NYSOFA Director to provide by regulation the requirements for any participant contributions and fee schedules used for community service projects and the manner for the accounting and use of any such revenue.

Section 214(4)(k) requires NYSOFA to implement a cost sharing policy for in-home (housekeeping/chore and homemaking/personal care), ancillary, and non-institutional

respite services provided under the Expanded In-home Services for the Elderly Program (EISEP).

Section 214(4)(k) also requires cost share for EISEP-like in-home services and non-institutional respite services under the Community Services for the Elderly Program (CSE). NYSOFA regulations at 9 NYCRR §§ 6654.5 and 6654.6 impose requirements on program income under state funded programs.

Section 6654.5 deals with participant contributions and Section 6654.6 provides program regulations for cost sharing called for under Section 541.4(k) of the NYS Executive Law.

II. Definitions

A. Program Income

Income from sources other than federal or state grants. This would include, for example, private pay income and income from the sale of units to a Managed Long Term Care (MLTC) plan. This would not include fundraising, endowments, bequests or other gifts, or private grants.

B. Types of Program Generated Income

1. Contribution – Unless specifically stated otherwise, the term contribution shall mean funds voluntarily paid to the AAA or a contracted service provider by a service participant or their family member and/or caregiver at the time of or as a result of delivery of one or more services.
2. Cost Share - When used in this Program Instruction, unless specifically stated otherwise, the term cost share or cost sharing means a mandatory fee for in-home services, ancillary, or non-institutional respite services provided in accordance with EISEP standards. Such fees are based on the service recipient's income with allowances for factors such as housing expenses.
3. Sale of Assets Purchased with Grant Monies - Proceeds from the sale of assets that were originally purchased with grant funds and required matching funds.

C. Terminology

1. Cash – Cash may refer to currency, checks, money orders, or a combination of any or all of the three.
2. Client – When used in this policy “client” will generally refer to the service recipient unless the term is somehow qualified to imply a different meaning.
3. Consumer – Consumer can be the service recipient or a family member or other caregiver.

4. EISEP In-home Services, including consumer directed – Homemaking/personal care and housekeeping/chore services funded under the Expanded In-home Services for the Elderly Program (EISEP).
5. EISEP-like Services including consumer directed - Homemaking/Personal Care, Housekeeping/Chore, and non-institutional respite services funded under the Community Services for the Elderly Program (CSE).
6. Invoice – An itemized statement of services, which requires payment of a certain amount.
7. Payment(s) – Funds received by the AAA or contractor. Payments may be for contributions, cost sharing, or other purposes.
8. Service Provider – The AAA, a contractor of the AAA, or a contractor of NYSOFA that administers programs to provide services to older New Yorkers and/or their families and other caregivers.

III. Contributions

A. General Standards

1. Contributions are not appropriate for all services. Those services for which there is normally a charge in the community should generate contributions. Other services may be inappropriate for the generation of contributions because they are typically free in the community (e.g., information and assistance or outreach). However, contributions can be accepted for all activities funded and/or operated by the AAA and for the general operation of the AAA and its contractors as well.

Services for which contribution policies and procedures must be developed include:

adult day services	housekeeping/chore
caregiver services	legal assistance
case management	nutrition counseling
congregate meals	personal emergency response
homemaking/personal care	residential repair/renovation
home-health aide	shopping assistance
home delivered meals	transportation
in-home contact and support	assisted transportation
health promotion	

AAAs can choose to develop contribution policies and procedures for other services as appropriate.

2. Providers are not required to set either a suggested amount or a suggested range for contributions. Should the provider choose to set amounts, the suggested amounts should be based on the actual cost of services.
3. AAAs must consult with relevant service providers and older adults in the AAA's planning and service area to determine the best method for accepting contributions.
4. For OAA-funded programs, individuals whose self-declared income is at or above 185 percent of the poverty line must be encouraged to contribute at the actual cost of services.
5. Consumers of services must be informed of and provided with the opportunity to voluntarily contribute to the cost of the services funded by any program administered by or through NYSOFA. However, if the service recipient is required to cost share, no contribution shall be solicited for that service.
6. Caregivers can similarly be informed of the opportunity to voluntarily contribute.
7. Consumers of services must be informed of the purpose for and use of contributions (see Section VII of this policy).
8. No service recipient may be denied a service because of inability or unwillingness to contribute.
9. Periodic communications about contributions may be sent, with a frequency not to exceed once per month for the same service to the same client.
10. Providers are required to allocate contributions to expand the service for which it was given.
11. Contributions for multiple services received at one setting or in one continuous sequence must be accounted for with consideration for the program requirements of the program funding the services, the most predominant requirement being to expand services under the program that funded the original service. If the various services are funded under one program, e.g., CSE, the client may be advised to make one contribution for all services received. If the services are provided under more than one program, they must be accounted for separately by some means, e.g., color coded envelopes.

If contributions are received for contracted services, and funding is provided under an Older Americans Act program, all contributions must be accounted for and utilized by the contractor that has provided the applicable service.

Potentially, these requirements may make it difficult to account for

contributions when multiple services are provided. AAAs are encouraged to discuss the more complex situations with their assigned program and/or fiscal NYSOFA staff.

12. When a special event (holiday party, picnic, etc.) is reported as a congregate meal all contribution requirements relating to a congregate meal must be applied to the special event. In addition, if federal and/or state funds (including county funds as match) are used to fund part or all of the event, all requirements specific to the funding stream(s) utilized must be followed.

B. Establishing Suggested Contribution Amounts

1. The suggested amount for contributions may not exceed the cost of the service.
2. Actual costs must be considered in setting the suggested contribution level.
3. Recommended contribution amounts are to serve only as guides to service users and are not to be used in a coercive manner.
4. Service providers should not attempt to support the entire program from contributions.
5. AAAs must consider the income ranges of older adults in the AAA's planning and service area and the service provider's other sources of income when the AAA is developing a contribution schedule.
6. Suggested contributions may be either:
 - a) Fixed or flat rate not to exceed the cost of the service (e.g., \$3.00 per meal, \$1.50 per trip or zone); or
 - b) Sliding scale contribution. At the top of the scale, the suggested contribution would be set at the full cost of service for those with incomes of 185% or more of the Federal Poverty Level (FPL). In setting up schedules, be realistic about the maximum and minimum points of the scale.
7. Program/Service Specific Information.
 - a) Congregate and Home Delivered Meals:

Electronic benefit transfers (EBT) under the Supplemental Nutrition Assistance Program (SNAP) program may be accepted for Congregate and Home Delivered Meals contributions.
 - b) Cost Share Services:

Contributions cannot be solicited from an individual who pays a cost share for that specific service.

C. Methods for Informing Individuals of the Opportunity to Contribute

1. Regardless of the medium used to relay the contributions request, AAAs should take the same care with all communications. These rules apply to any request for contributions.
2. Communications, electronic or otherwise, may include information concerning services and contribution policies and may request but not demand contributions from individual consumers.
3. When discussing contribution amounts, AAA or contractor staff may advise service recipients of the actual cost of the service, suggested contribution amount (if any), and the opportunity to make a voluntary contribution. Materials reflecting suggested contribution levels, e.g., sliding fee scales, service costs, etc., may be given to the client for guidance.
4. Great care must be taken in the development and use of statements of actual costs of services to ensure that they are not perceived as being coercive or resemble an invoice or bill in any way.
5. Any reference related to a suggested contribution amount that implies a fee, e.g. "you should pay," "you ought to be able to afford," or "your fair share is," is prohibited.
6. For those services for which contribution policies and procedures are developed, methods of informing participants include the use of letters, signs, and other materials.
7. Communications, printed or electronic, from AAAs and/or contractors specifically soliciting contributions,
 - a) must meet the following requirements:
 - i. Due recognition must be given to the source of the program funds, generally the US Department of Health and Human Services - Administration on Community Living (ACL) and/or NYSOFA. If other entities provide funding, e.g., County Government, it would be reasonable to give them due recognition also.
 - ii. A statement that explains that contributions made as a result of receiving service(s) are completely voluntary and that services will not be affected because of an inability or unwillingness to contribute.

- iii. If a suggested contribution amount is included, it must be clear it is only a guide and, if participants choose to contribute, their contribution should reflect their own circumstances. However, individuals whose self-declared income is at or above 185% of the FPL shall be encouraged to contribute at the actual cost of services.
 - iv. An explanation of the purpose for and use of contributions, and that all contributions are to be used to expand the service for which the contributions were given.
- b) may include:
 - i. The amount of the suggested contribution for specific services.
 - ii. Information on the full cost of the service.
 - iii. A statement that a receipt may be provided for contributions made.
- c) must not include:
 - i. Use of the word "donation" when referring to a "contribution."
 - ii. Using the word "free" to describe a service which is funded under the Older Americans Act or the New York State Elder Law.
 - iii. Language that suggests there will be any consequence because the client decided not to contribute.
 - iv. Language that suggests that income is a factor in determining eligibility for a program.
 - v. Any indication that the contribution will be tax-deductible.
 - vi. Terms such as "amount due," "your fair share," or any other language that suggests the recipient is required to pay an amount.
- d) Written communications soliciting contributions may not be distributed more than once a month for the same service to the same client.

8. Signs.

- a) Signs may be used at the point of service (e.g., transportation, health promotion activities).
- b) When a sign is used, it must:

- i. State the voluntary nature, purpose, and use of contributions; and
 - ii. Give credit to the funding sources, e.g., ACL, NYSOFA, the county, etc.
- c) A sign may state:
 - i. The suggested amount of contribution; and
 - ii. The actual/approximate cost of the service.
- d) For Congregate Nutrition Sites:
 - i. Signs are required.
 - ii. Signs must state the suggested amount of contribution, including the full cost of service and/or guest meal.

IV. Cost Share- Under the EISEP and CSE programs - certain clients who receive EISEP or EISEP-like services other than case management must cost share according to the sliding scale developed by NYSOFA. Cost sharing policy is extensively documented in the EISEP standards and regulations and the cost sharing forms and income levels are updated on an annual basis. Therefore, this policy will only address cost sharing from the standpoint of proper accounting and safeguards for cash received.

V. Sale of Assets Purchased with Grant Funds

- A.** When selling or trading assets purchased with state or federal grant funds, the overriding principle is that the proceeds from the sale (i.e., income) will stay with the program where the funds to purchase the asset originated.
- B.** If the program funding used to purchase the asset no longer exists, the proceeds from the sale must be used in other programs administered by the AAA or contractor that meet the same need or serve the same program area.
- C.** If the asset was sold or traded-in to acquire a replacement asset, the replacement asset must be used for substantially the same purposes as the asset being disposed.
- D.** The NYSOFA Equipment Inventory & Disposition Form is designed to account for the original funding for the purchase of the asset and to eventually document and account for the disposition of the asset. It also provides very good documentation for an agency's inventory purposes. A copy of this form can be obtained from the fiscal team at NYSOFA.

VI. Confidentiality

- A.** Program-generated income must be handled in a manner that protects the privacy and confidentiality of all individuals. Envelopes may be made available for participants to make contributions. They may be encoded to facilitate accounting for contributions by program or service, but not so that the contributor can be identified.
- B.** Cost share income is not confidential as the payee's identity must be known by the AAA or its contractor so that proper accounting records can be maintained. However, the financial information known about the program recipient may never be used for any purpose other than calculating or collecting the required cost share amounts or determining eligibility for participation in other program(s).

VII. Use of Income

A. Expansion of Services.

- 1. All program-generated income must be utilized to expand or support services delivered under the program for which it is collected.
 - a) For all Older Americans Act programs, contributions must be used to expand the services of the provider that collects the contributions. Under state programs and federal programs not regulated by 45 CFR § 1321.67 (i.e., not established under provisions of the OAA), service expansion must comply with item VII.A.1. above although not necessarily at the same service provider.
 - b) One exception to this rule is cost share receipts collected under EISEP, which may be transferred to CSE and used to expand CSE services.
- 2. All program income must be utilized to expand or support services during the program period in which it is collected. If a service is provided during the 12th month of a program period and a contribution is received by the service provider in the first month of the subsequent program year, services must be expanded in the latter period. Program income may not be accumulated and used to form a fund balance.

B. Use of Income as Match.

- 1. Income generated through the provision of services funded by Older Americans Act-funded programs may not be used for local matching purposes.
- 2. Contributions generated under CSE and EISEP can be used as a "match of last resort." The term "match of last resort" implies that without using these contributions as match, there are not sufficient local funds available to match the state grant, services to older New Yorkers would need to be curtailed, and state funds would go unexpended. When local funding is available to match

CSE and EISEP, contributions may not be used as match.

3. Cost share receipts may not be used as local match under NYSOFA's current cost share policy.

VIII. Safeguards for Program Income

- A.** Except as provided in paragraph B below, all paid staff members, both AAA and contractor staff, who handle program income must be bonded with the exception of government employees (who are already covered) and attorneys providing legal services (who already operate under standards for client funds contained in the Rules of Professional Conduct, enforced by the Appellate Divisions of the Supreme Court).

Bonding is insurance against the misappropriation of funds. Should there be a theft, the bonding company will cover the losses (subject to potential limits and deductibles) so that the programs for older adults will not suffer. Agencies can obtain a "Blanket Fidelity Bond" for all employees. Volunteers who jointly count program income with a staff member are not required to be bonded. A volunteer must never count program income without a bonded employee present.

- B.** As an alternative to bonding, a provider may obtain a commercial insurance policy that would cover losses arising from employee theft. If a provider has an insurance policy covering for losses due to employee theft, fraud, or embezzlement, the AAA may accept such proof of insurance coverage as a substitute for bonding. If a provider seeks to use insurance as a substitute for bonding, the provider should be required to produce proof of such insurance to the AAA. The AAA is responsible for verifying that the insurance coverage is a comparable substitute for bonding of provider staff and is adequate to safeguard program income.
- C.** After program income is initially counted and recorded on cash receipts logs (or ledgers), the fewest possible number of people must handle cash. Staff preparing cash receipts for deposit should count the cash and reconcile it to the cash receipt logs before preparing the deposit. Discrepancies should be explained and corrected.
- D.** Program income must not be taken home. The entire amount of program income collected should be deposited in a bank on a daily basis. When this is not possible, funds must be stored in a secure location at the AAA or contractor office daily and deposited in a bank no less frequently than weekly.
- E.** Under no circumstance will it be acceptable to make withdrawals or loans or cash checks from program income received. The entire amount of the program income collected must be deposited into a bank account and then used for the purpose intended, i.e., expansion or support of program and services.
- F.** Periodic, but no less than monthly, reconciliations of cash receipt records (certifications of daily contributions and cash receipt logs), deposit slips and bank statements must be performed and any discrepancies investigated and explained to

the AAA Director's satisfaction. When possible, the person performing these reconciliations should not be involved in collecting, counting, or depositing the program income.

G. Records of program income received at congregate sites, on each meal and transportation route, and in the service provider or AAA office should be maintained and periodically analyzed. Irregularities should be brought to the AAA Director's attention.

H. Variations in safeguards for handling different types of program income that is collected in different settings.

1. Contributions Collected in a Congregate Setting.

- a) Contributions must be deposited into a locked box by the program participant. For confidentiality purposes, envelopes may be provided to the participants.
- b) Congregate Meal staff/volunteers should not have access to the contents of the locked box other than to count contributions at the end of the meal service. Contributions must be jointly counted daily by at least two people, as described in VIII.A above.
- c) Each person counting the contributions must sign a form certifying the amount collected for each day. If contributions are received for services funded by more than one program (e.g., III-C-1 and WIN), the accounting system must capture the amount of contributions generated by each program.

2. Contributions Collected by Home Delivered Meal Route Drivers.

- a) Contributions must be deposited into a locked box. The deposit should be made directly by the service recipient when possible. When it is not possible or practical for the service participant to place the contribution into a locked box, the contribution should be given to the person delivering the meal in a sealed envelope that can be placed in the locked box upon return to the vehicle. The driver must not have access to the contents of the locked box. The locked boxes should be returned to the AAA or contractor at the end of each route.
- b) The locked boxes must be opened at the AAA or contractor and counted daily by two staff members when possible. Each person counting the program income must co-sign a form certifying the amount of cash counted for each day. If contributions are received for services funded by more than one program (e.g., III-C-2 and WIN), the accounting system must capture the amount of contributions generated by each program.

- c) When feasible, drivers should be rotated among routes.

3. Contributions Collected by Transportation Drivers.

- a) Contributions must be deposited into a locked box. The deposit should be made directly by the senior when possible. For confidentiality purposes, envelopes may be provided to the participants. The driver must not have access to the contents of the locked box. The locked boxes should be returned to the AAA or contractor at the end of each route.
- b) The locked boxes must be opened at the AAA or contractor's office and counted daily by two staff members when possible. Each person counting the program income must co-sign a form certifying the amount of cash counted for each day. If contributions are received for services funded by more than one program (e.g., III-B and CSE), the accounting system must capture the amount of contributions generated by each program.
- c) When feasible, drivers should be rotated among routes.

4. Contributions, Cost Share, and Other Income Received at AAA or Contractor Offices.

- a) Program income received through the mail or dropped off at AAA or contractor offices should be recorded in ledgers by the staff person receiving and opening the mail. Receipts should then be forwarded to appropriate staff for preparation for deposit.

5. Contributions Collected by Legal Services: In regard to the Legal Assistance Program, there are exceptions to some of the general requirements for contributions. These are:

- a) Bonding: Because all attorneys operate under standards for client funds contained in the Rules of Professional Conduct, enforced by the Appellate Divisions of the Supreme Court, it is considered unnecessary for the attorneys to obtain performance bonds. This should not be considered in any way to lessen the obligation to account for contributions; these funds should be treated in the same manner as client funds, and should be accounted for according to normal budgeting requirements.
- b) Daily counting of contributions: Because the provisions of the New York Rules of Court and the Rules of Professional Conduct are applicable to this area, daily reporting is considered unnecessary.

- c) In all other respects, the contributions policy for legal assistance must conform to the requirements of this policy on program income.

- I. Receipts shall be provided upon request of the service recipients or those acting on their behalf.

IX. Accountability For All Program Income: An audit trail of all incoming program income must be maintained by program (e.g., III-B, III-C-1, CSE). Within EISEP and CSE, contributions and cost share must be accounted for separately. The ledger and supporting documentation (e.g., deposit slips, certified forms, etc.) must provide a clear audit trail so that at any given time it is known how much and what type of income has been collected from each program. Whenever possible, accounting records must be kept by someone not involved in handling cash receipts.

X. Fundraising Activities

- A. Fundraising activities aimed at the general public are permissible and encouraged. However, as noted below, the cost associated with fundraising activities is not allowable under NYSOFA administered grant programs but the costs may be offset against the revenue derived from the fundraising activity.

1. 2 CFR § 200.442(a) applies to both municipalities and not-for-profit organizations. It states that "Costs of organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable. Fund raising costs for the purposes of meeting the Federal program objectives are allowable with prior written approval from the Federal awarding agency. Proposal costs are covered in § 200.460 Proposal costs."

- B. Donations that are not received as a direct result of a delivery of a service may be used as appropriate under the laws governing their type of organization (i.e., Municipal Law or Not-for-Profit Incorporation Laws). These donations may come from fundraising activities or as an unsolicited gift.

XI. Approval of Contractor Program Income Procedures - Procedures used by AAA contractors to implement these policies are subject to prior approval by the AAA.

PROGRAMS AFFECTED:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Title III-B | <input checked="" type="checkbox"/> Title III-C-1 | <input checked="" type="checkbox"/> Title III-C-2 |
| <input checked="" type="checkbox"/> Title III-D | <input checked="" type="checkbox"/> Title III-E | <input checked="" type="checkbox"/> CSE |
| <input checked="" type="checkbox"/> WIN | <input type="checkbox"/> Energy | |
| <input checked="" type="checkbox"/> EISEP | <input checked="" type="checkbox"/> NSIP | <input type="checkbox"/> Title V |
| <input type="checkbox"/> HIICAP | <input type="checkbox"/> LTCOP | |
| <input type="checkbox"/> NY Connects | <input checked="" type="checkbox"/> Other: Any NYSOFA program which generates Program Income | |

CONTACT: Aging Services Representative

SCHEDULE "F"

NEW YORK STATE OFFICE FOR THE AGING

STANDARD ASSURANCES

ATTACHMENT A,
The 2021-22 ANNUAL UPDATE to the 2020-24 FOUR YEAR PLAN,
April 1, 2021- March 31, 2022

New York State Office for the Aging

ATTACHMENT A

**The 2022-23 Annual Update to the 2020-24 FOUR YEAR
PLAN**

STANDARD ASSURANCES

April 1, 2022- March 31, 2023

The Standard Assurances included in this 2022-23 Annual Update (hereafter collectively referred to as "Update") shall be effective April 1, 2022.

Standard Assurances Applicable to All Programs

1. **Statutes, Regulations, and Policies:** The area agency on aging (AAA) assures that all its activities under this Plan shall conform with all applicable Federal, State, and local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities. Applicable laws include but are not limited to the following:

Federal Statutes, Regulations, and Policies

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. § 3001, *et seq.*)

2 CFR Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*)

2 CFR Part 376 (*Nonprocurement Debarment and Suspension*)

2 CFR Part 382 (*Requirements for Drug-Free Workplace (Financial Assistance) – implementing 2 CFR Part 182*)

45 CFR Part 75 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*)

45 CFR Part 80 (*Nondiscrimination Under Programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964*)

45 CFR Part 84 (*Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance*)

45 CFR Part 93 (*New Restrictions on Lobbying, see 91-PI-05 [01/24/91]*)

45 CFR Part 1321, Subparts A-D (*Grants to State and Community Programs on Aging*)

Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. § 621, *et seq.*)

Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101, *et seq.*) and implementing Federal regulations (28 CFR Parts 35 and 36) and 17-PI-21 [08/04/17].

Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. § 2000d, *et seq.*)

Equal Employment Opportunity Act of 1972, as amended (42 U.S.C. § 2000e, *et seq.*)

Equal Pay Act of 1963, as amended (29 U.S.C. § 206)

Hatch Act (5 U.S.C. § 1501, *et seq.*, *Political Activity of Certain State and Local Employees*)

Home Energy Assistance Act of 1981, as amended (42 U.S.C. § 8621, *et seq.*)

Rehabilitation Act of 1973, Section 504 (29 U.S.C. § 794, *Nondiscrimination under federal grants and programs*)

Single Audit Act Amendments of 1996 (31 U.S.C. § 7501, et seq.)

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601, et seq.)

Office of Management and Budget (OMB):

OMB Circular A-102 (*Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments*) codified at 2 CFR Part 200

OMB Circular A-133 (*Audits of State and Local Government and Non-Profit Organizations*) codified at 2 CFR Part 200.500

Federal Executive Order 11246, as Amended by Executive Order 11375 (*Affirmative Action*), as Amended by Executive Order 12086 (*Consolidation of Compliance Functions*), and as Amended by Executive Order 13279 (*Equal Protection for Faith-Based and Community Organizations*)

Executive Order 13166 (*Improving Access to Services for Persons with Limited English Proficiency*)

HHS Grants Policy Statement (U.S. Department of Health and Human Services)
<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsqps107.pdf>

State Statutes, Regulations, and Policies

New York State Elder Law

New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 6654, 6655, and 6656)

Executive Law, Article 15 (*Human Rights Law*)

Executive Law, Article 7-A (*Solicitation and Collection of Funds for Charitable Purposes*)

All NYSOFA Program Instructions

(<https://aging.ny.gov/ProvidersandStaff/Issuances/Issuances.cfm>)

2. **Program Implementation:** The AAA identified in this Plan has the authority and the responsibility for effective implementation of Title III of the Older Americans Act (OAA), Community Services for the Elderly (CSE), Expanded In-Home Services for the Elderly Program (EISEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), State Transportation Program, Health Insurance Information Counseling and Assistance Program (HIICAP), and Caregiver Resource Center (CRC) programs and to support Title VII and the State Long Term Care Ombudsman Program (LTCOP). This AAA agrees to carry out directly or through contractual or other agreements, programs in its planning and service area (PSA) as detailed in this Plan, and in its Title III-B, Title III-C, Title III-D, and Title III-E, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, and CRC Applications for Funding (Applications).
3. **Changes to this Update:** The AAA assures that it shall submit for approval to NYSOFA necessary documentation for changes, additions, or deletions to this approved Update, and

the Title III-B, Title III-C, Title III-D, Title III-E, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, and CRC Applications.

4. **Utilization of Funding:** The AAA understands and agrees that it shall apply only for funds which are necessary to meet the specific needs of older adults and caregivers within its PSA for the next year and understands that NYSOFA will not award any funds which cannot be so utilized.
5. **Approved Costs, Budget Modifications:**
 - A. **Expenditures:** The AAA agrees that expenditures shall be made only for authorized items of expense contained in the budget section of the approved Applications. Cost overruns for an individual budget category for authorized items of expense are allowed up to \$1,000 or 10% of the budget category (whichever is greater) if the total costs do not exceed the total amount of the grant. When expenditures in excess of \$1,000 for items not previously budgeted (e.g., equipment, personnel, or contractor items) become necessary, the AAA shall submit a written request to NYSOFA and await NYSOFA approval before making such expenditures. If costs for an individual budget category exceed the budgeted amount by both \$1,000 and 10%, a budget modification must be approved in writing by NYSOFA before these costs will be reimbursed. (See 05-PI-09 [6/15/05]).
 - B. **Equipment Disposition:** If equipment costing \$1,000.00 or more is purchased with any Federal or State funds under this Plan, and the equipment is no longer needed for activities supported by such programs, NYSOFA reserves the right to select a recipient for and approve the transfer to such recipient of such equipment, which must be used for services to older adults and caregivers.
6. **Vouchering:** The AAA agrees that State Vouchers submitted for reimbursement of expenses incurred in the conduct of this Agreement will not include any expenses which have been, or will be, reimbursed from other sources (e.g., other Federal or State funds). The AAA shall file claims for all payments on a timely basis in accordance with procedures promulgated by NYSOFA. The AAA agrees to accept payments electronically as required by New York State for expenses incurred and will enroll in the OSC (Office of the State Comptroller) electronic payment program, unless a request for Exemption from Electronic Payment is approved by NYSOFA.
7. **Access to Records:** The AAA agrees to maintain appropriate programmatic and fiscal records for the programs included under this Plan. Such records must be retained for six years after receipt of final payment. Authorized representatives of the Administration for Community Living (ACL), the New York State Comptroller or his authorized representatives and staff of NYSOFA shall have access to and right to examine all books, documents, and all pertinent materials of the AAA related to the programs included under this Plan. In addition, the AAA shall provide access to other Federal and State governmental agencies at the request of NYSOFA.
8. **Indemnification:** The AAA agrees to hold NYSOFA and the State of New York harmless and indemnify it from liability for actions the AAA takes under this Plan. In the event any claim is made or any action is brought against NYSOFA or the State of New York, arising out of negligent or careless acts or any neglect, fault or default of an employee, agent, independent contractor, trustee or volunteer of the AAA, either within or without the scope of his/her employment or scope of authority, or arising out of the AAA's negligent performance, NYSOFA shall have the right to withhold further payments for the purpose of set-off in sufficient sums

to cover the claim or action and accompanying litigation costs. The rights and remedies of NYSOFA provided for in this Standard Assurance shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Plan.

9. **Personal Client Information:** The AAA agrees that personal information relating to individuals who apply for or receive services pursuant to this Plan shall be kept confidential by the AAA and shared on a need-to-know basis only with AAA and contractor staff for purposes of providing programs and services. Such information can be shared with entities outside those involved in delivering programs and services only with the informed consent of the individual served or pursuant to a court order or when there is deemed to be actual and immediate danger to the health or welfare of the individual.

10. **Contracts:**

10.1 **AAA Responsibilities for Contract Administration.**

- A. **Minority and Women Owned Business (M/WBE) Contracts:** The AAA assures that it will comply with all Federal, State, and local laws regarding opportunities for minority owned/operated and women owned/operated organizations.
- B. **Service-Disabled Veteran-Owned Businesses (SDVOB) Contracts:** The AAA assures that it will comply with all Federal, State, and local laws regarding opportunities for service-disabled veteran-owned businesses (SDVOB) organizations.
- C. **Technical Assistance:** The AAA shall provide technical assistance and information in a timely manner to all contractors.
- D. **Contract Approval:** The AAA shall enter into formal contracts in accordance with the Contractor Roster contained in this Plan. All contracts shall be written in accordance with Federal, State and local standards and a copy of the fully executed contract (including budgetary information) shall be forwarded to NYSOFA no later than thirty (30) days after the execution date of the contract. The AAA shall maintain contracts for all contractors as well as supporting documentation for all vouchers from contractors in accordance with the Section 7, Access to Records. The AAA when contracting with a business entity (rather than a non-profit organization) for the delivery of OAA and/or CSE services shall comply with the review process established by NYSOFA.
- E. **Contract Monitoring:** The AAA shall monitor its contractors to ensure that contractors perform in accordance with the requirements of Federal, State, local laws, regulations, and guidance documents (including AoA/ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan and make expenditures only for authorized items of expense contained in the approved budgets. The AAA shall further ensure that if and when other than authorized expenditures become necessary, the contractor shall request and await AAA approval before incurring such expenditures. The AAA shall make any necessary budget modifications and shall submit a copy to NYSOFA within 30 days of its effective date.
- F. **Funding Limitations:** The AAA may enter into a contract that extends beyond the renewal date of an Application. In entering into a contract beyond the renewal date of an Application, the AAA should not make a commitment that may exceed the next year's annualized funding level, and the contract must state that it is contingent upon the provision of funding to the AAA in the subsequent year.

- G. Data and Programming:** The AAA assures that any service, product, report or other information generated by a computer or otherwise supplied under this Plan provided by the AAA to NYSOFA or other State or Federal agencies shall, when used in accordance with supplied documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations.

Any services or products purchased with funds under this Plan shall come with a warranty that those services shall be provided in an accurate and timely manner without interruption, failure or error, due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various date/time transitions including leap year calculations.

The supplier of such services shall be responsible for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such services.

- H. Conformance with This Plan:** The AAA agrees that all contracts, including contractor's subcontracts, funded under this Plan shall contain a provision that the work will be performed in accordance with the terms of this Plan, and further agrees to make such Plan available to its contractor for such purposes.

- I. Integrity and Public Purpose:** The AAA shall maintain the integrity and public purpose of services provided, and service providers, under the OAA in all contractual and commercial relationships.

- J. Disclosure of Contractors and No Diminishment of Services:** The AAA shall:

- 1) disclose to the Assistant Secretary of the AoA/ACL and the Director of the State agency:
 - a) the identity of each non-governmental entity with which such agency has a contract or commercial relationship relating to providing any service to older adults; and
 - b) the nature of such contract or such relationship;
- 2) demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under the OAA by the AAA has not resulted and will not result from such contract or such relationship; and
- 3) demonstrate that the quantity or quality of the services to be provided under the OAA by the AAA will be enhanced as a result of such contract or such relationship.

- K. Use of OAA Funds:** The AAA agrees that funds received under the OAA shall not be used to pay any part of a cost (including an administrative cost) incurred by it to carry out a contract or commercial relationship that is not carried out to implement the OAA.

- L. Receipt of OAA Services:** The AAA agrees that preference in receiving services under the OAA shall not be given by such agency to particular older adults and caregivers as a result of a contract or commercial relationship that is not carried out to implement the OAA.

- M. **Focal Points:** The AAA shall specify, in grants, contracts or agreements implementing the Plan, the identity of each focal point so designated.
- N. **AAA Funding Liability:** The AAA assures that its contracts with providers shall provide that all payments to be made thereunder are subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets.
- O. **Record Maintenance:** The AAA will require all contractors to maintain records and make reports in such form and containing such information as may be required by the AAA and NYSOFA. The AAA will require all contractors (including contractor's subcontractors) to comply with the provisions of the above Section 7 Access to Records, to maintain such accounts and documents as will permit expeditious determination to be made at any time of the status of award funds, including the disposition of all monies received from the AAA and the nature of all expenditures claimed against such funds.
- P. **Targeting:** The AAA shall undertake a leadership role in assisting communities throughout the planning and service area to target resources from all appropriate sources to meet the needs of older persons with greatest economic or social need, including low income minority individuals, individuals with limited English language proficiency and older adults residing in rural areas. Such activities may include location of services and specialization in the types of services most needed by these groups to meet this requirement. However, the area agency may not permit a grantee or contractor under this part to employ a means test for services funded under this part. For purposes of this assurance the term "means test" is defined as an eligibility determination for a program or for services based upon an individual's or family's income and/or assets.

10.2 AAA Contract Requirements.

- A. AAA assures that its contracts with providers of services shall include, and that its contractors will include in any subcontracts, the following provisions in addition to the provisions specified in B below:
 - 1) **Targeting.** The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the OAA and the Equal Access to Services and Targeting Policy issued by the New York State Office for the Aging (See: 12-PI-08 [07/17/2012]).
 - 2) **Language Access.** The Contractor shall inform persons with limited English proficiency of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by limited English proficiency persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other

available language services.

- 3) **Contributions.** The Contractor shall provide participants an opportunity to voluntarily contribute to the cost of the service received, as appropriate. The Contractor shall use all collected contributions to expand the service for which the contributions were given to supplement the funds received under the OAA.
 - 4) **Client Needs.** The Contractor shall assist participants in taking advantage of benefits under other programs.
 - 5) **Non-duplication.** The Contractor assures that the services it provides are coordinated and do not unnecessarily duplicate services provided by other sources.
- B. AAA assures that its contracts, and its contractor's subcontracts shall include the following provisions:
- 1) **Reporting.** The Contractor shall provide the AAA with timely information needed to satisfy reporting requirements as specified by NYSOFA;
 - 2) **Record Retention and Accessibility.** The Contractor agrees to maintain appropriate records and to retain them for six years after final contract payment is made. The Contractor agrees to provide access to all books, documents, and all pertinent materials related to the contract for examination to authorized representatives of the AoA/ACL, the New York State Comptroller or his/her representatives, and staff of NYSOFA and/or of the AAA.
 - 3) **Confidentiality.** The Contractor agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients of services pursuant to the contract, such information will be kept confidential and shared with the AAA; or with other entities upon the informed consent of applicant, recipient or an authorized representative of the applicant or recipient; or as required by Federal or State laws.
 - 4) **AAA Funding Liability.** Payment to the Contractor is subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets. To the extent that the contract extends beyond the renewal date of AAA's Application, it is contingent upon provision of funding to the AAA in the subsequent year.
 - 5) **Conformance with AAA Area Plan.** The Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.
 - 6) **Warranty for Data and Programming.** The Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error, due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various time/date transitions including leap year calculations. The Contractor accepts responsibility for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such services.

- 7) **Responsibility.** The Contractor certifies that, to the best of its knowledge and belief, it is and will remain in compliance with 2 CFR Part 376 - Nonprocurement Debarment and Suspension, concerning public (Federal, State, or local) transactions. If necessary, the Contractor will submit an explanation of why it cannot provide this certification.
- 8) **Subcontracts.** If the Contractor enters into subcontracts for the performance of work pursuant to this contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors and subcontractor staff. Nothing in the subcontract shall impair the rights of the AAA under this contract or the Area Agency Plan as approved by New York State Office for the Aging. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this contract and Federal and State law.

10.3 AAA Contract Requirements for OAA Title III Programs.

The AAA agrees to include the following provision in its contracts for OAA Title III programs and services:

The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults and caregivers residing in rural areas within the planning and service area.

11. **Responsibility:** The AAA certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2 CFR Part 376, regarding non-procurement debarment and suspension concerning public (Federal, State, or local) transactions. If necessary, the AAA will submit an explanation of why it cannot provide this certification.
12. **Due Recognition:** The AAA agrees that any program, public information materials, or other printed or published materials on the work of or funded by these programs shall give due recognition to NYSOFA and as appropriate AoA/ACL, limited to the extent applicable.
13. **Rights to Materials:** AAAs agree that all materials developed by the AAA or its contractors in connection with programs funded under this Plan shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials, subject to any restrictions in Federal Laws and Regulations.
14. **Public Information:** The AAA shall provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this Plan is effectively and appropriately disseminated throughout the PSA. The AAA shall provide information to the public upon request. The AAA shall make public information available in the primary languages of the client populations, where appropriate. Public information shall also be made accessible to persons with disabilities, including those with hearing and vision impairments.

- 15. Limited English Proficiency:** The AAA agrees to comply with 12-PI-08 [7/17/12], and in each PSA in which a substantial number of older adults and caregivers of limited English proficiency reside, the AAA shall:
- A. utilize in the delivery of outreach services under Section 306(a)(2)(A) of the OAA, the services of workers who are fluent in the language spoken by a predominant number of such older adults and caregivers who are of limited English proficiency and
 - B. designate an individual employed by the AAA, or available to such AAA on a full-time basis, whose responsibilities will include:
 - 1) taking such action as may be appropriate to assure that counseling assistance is made available to such older adults who are of limited English proficiency in order to assist such older adults and caregivers in participating in programs and receiving assistance under the OAA; and
 - 2) providing guidance to individuals engaged in the delivery of supportive services under this Plan to enable such individuals to be aware of cultural sensitivities and to effectively take into account linguistic and cultural differences.
- 16. Propriety of Services:** With regard to any activities/services it supports, sponsors, or provides under this Plan, the AAA shall:
- A. Refrain from using funds to advance any sectarian effort and ensure that any services to be provided under this Plan shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services;
 - B. The AAA will provide equal participation, services, activities and informational sessions without regard to partisan affiliation;
 - C. Refrain from using funds to advance any partisan candidate or effort; however, the AAA shall ensure that its providers, including senior centers and facilities, grant equal access to candidates regardless of policy views or party affiliation, consistent with 02-PI-19 [9/24/02];
 - D. Refrain and prevent the use by others under its control of official authority, influence or coercion to interfere with or affect elections or nominations for political office;
 - E. Refrain from and prohibit any others receiving funds under this Plan for services or activities for older adults from attempting to coerce or advise other persons to contribute anything of value to a party, committee, organization, agency or person for political purposes, nor engage in any other partisan activities under its auspices;
 - F. Conduct periodic evaluations and public hearings on activities carried out under the Plan. In addition, the AAA assures that it has held a public hearing on this Plan in an accessible location, as required by NYSOFA regulations and has submitted the Plan to its Advisory Council for review and comment prior to submission to NYSOFA;
 - G. Be an advocate for older adults in its PSA and monitor, evaluate and comment on all

policies, programs, hearings and other community actions which will affect older adults; its efforts shall include planning, information sharing, coordination, interagency linkages, monitoring and evaluation to achieve a comprehensive, community-based system for serving older adults and caregivers;

- H. Identify and support (i.e., provide technical assistance, counseling) public and private nonprofit entities involved in the prevention, intervention, and treatment of elder abuse and determine the need for such services;
- I. Conduct internal monitoring of directly provided services and monitoring of contracted services. At a minimum, the AAA must conduct at least one on-site monitoring of each contractor every year. Such monitoring shall include ensuring that contractors comply with all applicable statutes, regulations, policies and standards, including the non-discrimination requirements, in their provision of services to the client population. (See 99-PI-20, [8/5/99].) In the event that the contractor has subcontracted the provision of direct services to another entity, the AAA will monitor such direct provider to assure compliance with applicable laws and standards.

17. Equal Access to Services and Targeting:

17.1 Equal Access.

- A. AAA agrees to comply with requirements for equal access to programs and services funded under the OAA and New York State law. Equal access includes language accessibility, nondiscrimination, and concentration of services on target populations as required in the OAA, NYS regulations, other relevant laws and NYSOFA policies. AAA agrees that it will not, based on age, race, color, national origin, disability, sex (gender), or religion, exclude any person from participation in; deny the benefits of; or subject any person to discrimination, under any program or activity receiving federal financial assistance.
- B. With regard to any activities/services it supports, sponsors, or provides under this Plan, the AAA shall serve any older adults and caregivers and ensure equal access for participation, services, activities, and informational sessions without regard to Age, Race, Color, Creed, National Origin, Sex, Disability, Sexual Orientation, Marital Status, Familial Status, Military Status, Arrest or Conviction Record, Predisposing Genetic Characteristics or Victims of Domestic Violence.
- C. AAA agrees to examine the services it provides, identify any need for services to those with limited English proficiency, and develop and implement a system to provide those services so persons with limited English proficiency can have meaningful access in compliance with Federal Executive Order 13166.
- D. With regard to language accessibility, AAA agrees that it will:
 - 1) Ensure that persons with limited English proficiency are informed at service locations of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by persons with limited English proficiency.
 - 2) At a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice.

- 3) Ensure all aging services staff with public contact are aware and trained in the timely and appropriate use of these and other available language services.
 - 4) Report on the telephonic interpretation service which it has established in this Annual Update to the Four-Year Plan under the section entitled, "Demographic Data and Targeting Objectives" as required in 12-PI-08 [07/17/12].
 - 5) Make available vital documents, as defined in 12-PI-08 [07/17/2012] translated into the languages spoken by a significant number or percentage of the population eligible to be served, or likely to be directly affected by the program/activity, for individuals in need of services or information in a language other than English for effective communication.
- E. The AAA will comply with Section 504 of the Rehabilitation Act of 1973 (applicable to programs or activities that receive federal financial assistance) and Titles II (covering all services, programs, activities conducted by public entities) and III (covering private entities, including non-profits, that are considered places of public accommodation including, but not limited to health related offices and senior centers) of the Americans with Disabilities Act (ADA). AAA shall not discriminate against persons with disabilities in the provision of benefits or services or the conduct of programs or activities. The AAA will require its contractors to likewise comply with Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the ADA.

17.2 Targeting.

The AAA will set specific targeting objectives and the methods to achieve the objectives, consistent with NYSOFA policy, for:

- A. providing services to older adults with greatest economic need (i.e., need resulting from an income level at or below the poverty line), older adults with greatest social need (i.e., need caused by non-economic factors, including physical and mental disabilities, language barriers, and isolation that restricts the ability of an individual to perform normal daily tasks or threatens the capacity of the individual to live independently), or older adults at risk for institutional placement; and
- B. providing services to low-income minority older adults, older adults with limited English proficiency, and older adults and caregivers residing in rural areas.
- C. Include proposed methods to achieve the objectives described in items A and B immediately above.

18. Coordination of Services with other Government Programs: The AAA assures that those to be served under this Plan are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act or any other governmental program and are not residents of adult residential care facilities who are receiving or are entitled by law to receive the same or substantially similar services from that facility, unless the AAA has in effect an agreement providing for reimbursement from the appropriate funding source for such services.

19. Licensure and Certification: The AAA shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of services, the AAA and its

contractors, and contractor's subcontractors if any, providing such services under the approved Plan shall be so licensed or certified. Workers delivering services funded under this Plan must be appropriately qualified, selected, trained, and supervised.

20. Educational Opportunities: The AAA shall compile information on institutions of higher education in the PSA regarding courses offered to older adults and policies on enrollment and tuition and such other information as may be necessary to encourage such educational activities and make a summary of this information available to older adults at appropriate places.

21. Reporting: The AAA agrees to comply with the reporting requirements as set forth by NYSOFA.

A. The AAA agrees to maintain any client and/or caregiver information that is collected and maintained for purposes related to an organization's responsibilities as a designated Area Agency on Aging, or to programs and services provided under the auspices of NYSOFA, in the Client Data System designated for their use by NYSOFA.

B. The AAA and its contractors will utilize a Minimum Data Set (MDS) compliant assessment tool for: 1) assessing or re-assessing older adults for personal care levels I and II, case management, home health aide, home delivered meals, consumer directed in-home services, and adult day/adult day health services, and 2) for obtaining data on these older adults for reporting purposes (See: 14-PI-02 [2/4/14])

C. In conducting the MDS-compliant assessment for the above-listed services, the AAA and its contractors will make every effort to complete the assessment and develop an appropriate care plan that includes formal and informal supports, during the initial visit with the older adult(s). If the assessment and care plan are not completed during the initial visit, these activities must be concluded within 6 working days of the initial visit.

D. The AAA understands the necessity of submitting, through the mechanism provided by NYSOFA, timely and accurate CAARS and client-based data to NYSOFA for Federal and State reporting purposes. The AAA assures that it will submit CAARS reports and consumer-based data as specified by NYSOFA within twenty days following the end of each reporting period. Failure to provide data accurately detailing AAA program activity within the time frames in the NYSOFA reporting procedures may result in the withholding of payments.

22. Contributions: The AAA agrees to comply with all NYSOFA policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions including 18-PI-17 [07/27/18], NYSOFA Contributions and Other Program Income Policy. Individuals with self-declared incomes at or above 185 percent of the Federal Poverty Level will be suggested to contribute at levels based on the actual cost of services.

23. Funding Availability: The AAA agrees that all payments to be made under this Plan are subject to the availability of Federal/State funds and NYSOFA shall have no liability to the AAA beyond the amounts made available in the Federal and State Budgets.

24. Terminations:

A. Any programs and funding under this Plan may be terminated at any time upon mutual

written consent of NYSOFA and the AAA.

- B. NYSOFA may terminate in whole or in part any programs and funding included in this Plan immediately, upon written notice of termination to the AAA, if the AAA fails to comply with the terms and conditions of this Plan as it pertains to such program or funding and/or with any laws, rules, regulations, policies or procedures applicable to such programs.
 - C. NYSOFA may also terminate in whole or in part any programs or funding included in this Plan for any reason in accordance with the following provisions:
 - 1) NYSOFA shall have the right to terminate any or all programs or funding included in this Plan early for: (i) unavailability of funds; (ii) cause; (iii) convenience; or (iv) non-responsibility.
 - 2) NYSOFA retains the right to cancel any programs included in this Plan, in whole or in part without reason provided that the AAA is given at least 60 days' notice of its intent to cancel. NYSOFA may only invoke its right to terminate for convenience provided that NYSOFA has given written notice to the AAA at least 60 days prior to the date of termination, unless NYSOFA has otherwise reserved the right to terminate at any time. This provision should not be understood as waiving NYSOFA's right to terminate the program for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.
 - 3) The AAA shall make a full and final accounting of all funds received under all terminated program(s) within sixty (60) days of the termination notice.
 - D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
 - E. Upon receipt of notice of termination, the AAA agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without written approval by NYSOFA.
 - F. NYSOFA shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to any specific terms set forth elsewhere in this Plan. In no event shall NYSOFA be liable for expenses and obligations arising from the program(s) after the termination date.
 - G. The procedures for termination as set forth in A through F herein are subject to the requirements under the OAA, and any other pertinent Federal and/or State laws.
25. **Native American Access to Services:** The AAA agrees to pursue activities to increase access by older adults who are Native Americans to all aging programs and benefits provided by the agency, including programs and benefits under the OAA, if applicable.

Standard Assurances Applicable to all Older Americans Act Funding

26. **Title III Funding:** In applying for and receiving funding under Title III-B, Title III-C, Title III-D and Title III-E of the OAA, the AAA understands and agrees that:

- A. **Availability:** The AAA shall apply only for funds based on the appropriate allocation schedules promulgated by NYSOFA as well as any unexpended (carry-over) funds previously awarded to the AAA by NYSOFA. The AAA understands and agrees that carry-over funds may be awarded to the extent that these funds are incorporated into an approved application, provided that the requirements of 88-PI-17 [3/24/88] are met. If the AAA applies for more funds than a subsequent closeout shows as the final carry-over balance, the AAA must submit a budget modification requesting a level of program expenditures which corresponds to the reduced Federal funds.
- B. **Area Plan Administration:** The AAA shall budget no more than 10% of the combined Federal allocations (including carry-over) for Titles III-B, III-C-1, III-C-2, III-D and III-E for Area Plan Administration. The amount of Federal dollars expended on Area Plan Administration cannot exceed 10% of the combined Federal expenditures for Titles III-B, III-C-1, III-C-2, III-D and III-E.
- C. **Matching Funds:** The AAA agrees to provide a minimum 25% local matching funds for Area Plan Administration expenditures under Titles III-B, III-C-1, III-C-2, and III-E. The AAA agrees to provide a minimum 10% local matching funds for service expenditures under Titles III-B, III-C-1, III-C-2, and III-D. The AAA agrees to provide a minimum 25% local matching funds for services expenditures under Title III-E.
- D. **Audit:** The AAA shall comply with the Federal audit requirements per the 1996 amendments to the Single Audit Act, OMB Circular A-133 and the "Government Auditing Standards" and 2 CFR Part 200 – Subpart F Audit Requirements.
- E. **Directly Provided Services:** In accordance with NYSOFA regulations (9 NYCRR § 6652.9), services can only be provided directly by an AAA where NYSOFA grants approval. This approval will be granted only if the AAA demonstrates that provision of such service by the AAA is necessary to ensure an adequate supply of the service, or that the service is directly related to the AAA's administrative functions or that service of comparable quality can be provided more economically by the AAA.
- F. **Advisory Council:** The AAA shall establish an Advisory Council consisting of older adults, including minorities and rural residents, who are participants or eligible to participate in programs under the OAA, representatives of older adults, local elected officials, the general public and providers of health care and supportive services to advise the AAA in all matters relating to the development, administration, and operation of the Plan. The AAA shall submit the Plan for review and comment to the advisory council before it is transmitted to NYSOFA for approval. Amendments that would result in major changes in organizational structure (e.g. mergers or consolidation) must be submitted to the AAA Advisory Council for review and comment prior to the submission to NYSOFA for approval.
- G. **Service Coordination:** The AAA shall coordinate planning with other agencies and organizations, Native American Tribal organizations, and Native Hawaiian organizations to promote new or expanded benefits and opportunities for older adults.
- H. **Intergenerational Day Care:** If possible, the AAA shall arrange with organizations providing day care for children or adults and respite for families, so that older adults can assist in the delivery of such services to children, adults, and families.
- I. **Outreach:** The AAA shall conduct outreach efforts, and an annual evaluation of the

effectiveness of these outreach activities, to identify and inform older adults eligible for assistance under the OAA, with special emphasis on:

- 1) older adults residing in rural areas;
 - 2) older adults with greatest economic need (with particular attention to low income minority individuals including Native Americans and older adults residing in rural areas);
 - 3) older adults with greatest social need (with particular attention to low-income minority individuals including Native Americans and older adults residing in rural areas);
 - 4) older adults with limited English proficiency;
 - 5) older individuals who are frail or with severe disabilities;
 - 6) older adults with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals).
 - 7) older adults at risk for institutional placement, specifically including survivors of the Holocaust.
- J. **Information and Assistance:** The AAA assures that it shall provide for the establishment and maintenance of information and assistance services in sufficient numbers to assure that all older adults within the PSA covered by the Plan shall have reasonably convenient access to such services.
- K. **Services to Native Americans:** If there is a significant population of older Native Americans in the PSA of the AAA, the AAA shall conduct outreach activities to identify older Native Americans in such area and shall inform such older Native Americans of the availability of assistance.
- L. **Grievances:** The AAA shall establish grievance procedures for older adults who are dissatisfied with or denied services under the OAA. Such procedures shall be in accordance with applicable NYSOFA Program Instructions.
- M. **Disabled Individuals:** The AAA assures that it will coordinate planning, identification, assessment of needs and provision of services for older adults with disabilities, with particular attention to individuals with severe disabilities, with agencies that develop or provide services for individuals with disabilities.
- N. **Transportation:** The AAA shall identify the needs of older adults and describe the methods it will use to coordinate planning and delivery of accessible transportation services (including the purchase of vehicles) to assist older adults, including those with special needs, in the PSA.
- O. **Disclosure of Spending:** The AAA shall, on the request of the Assistant Secretary of AoA/ACL or the Director of NYSOFA, for the purpose of monitoring compliance with the OAA (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older adults.
- P. **Title VI:** The AAA shall, to the maximum extent practicable, coordinate the services it

provides under Title III of the OAA with services provided under Title VI of the OAA (Grants to Native Americans).

Q. Case Management: The AAA assures that case management services provided under Title III of the OAA and/or State funded programs:

- 1) not duplicate case management services provided through other Federal and State programs;
- 2) be coordinated with services provided through such other Federal and State programs, and
- 3) be provided by:
 - a) a public agency; or
 - b) a nonprofit private agency that:
 - (i) gives each older adult seeking services under this title a list of agencies that provide similar services within the jurisdiction of the AAA;
 - (ii) gives each older adult described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement;
 - (iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or
 - (iv) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii).

Standard Assurances Applicable to OAA Title III-B

27. In applying for and receiving funding under Title III-B of the OAA, the AAA understands and agrees to the following:

A. Priority Services: The AAA will expend the required percentage of Title III-B funds, as established by NYSOFA for each of the three priority services categories (access, in-home and legal assistance) in Program Instruction 88-PI-47 [7/22/88].

Waiver: NYSOFA, in approving the Title III-B application or amendment to such application, may waive the assurance of the above paragraph for any category of service for which the AAA demonstrates to NYSOFA that services provided from other sources meet the needs of older adults in the PSA for that category of service. If the AAA receives a waiver for any category of service, it must continue to spend for the remaining categories of services the percentage of AAA funds approved by NYSOFA.

B. Legal Assistance Program: The AAA assures that it will enter into contracts with providers of legal assistance which can demonstrate the experience or capacity to deliver legal assistance and that it will attempt to involve the private bar in legal assistance activities authorized under Title III-B, including groups within the private bar furnishing

services to older adults on a pro bono and reduced fee basis. The AAA further assures that it will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse (including financial exploitation), neglect and age discrimination. AAA will not require any provider of legal assistance under Title III-B to reveal any information that is protected by the attorney-client privilege.

- C. **Priority Service Reporting:** The AAA will report annually to NYSOFA, in detail, the amount of funds expended for each such category of priority services during the fiscal year most recently concluded.
- D. **Service Coordination:** The AAA will coordinate priority services with community Alzheimer's programs, coordinate mental health services provided with Title III-B funds with mental health services provided by community health centers and other organizations, and, if appropriate, conduct outreach to identify older Native Americans and inform them of availability of services.
- E. **Nursing Home Diversion:** The AAA will conduct efforts to facilitate coordination of community-based, long-term care services to defer inappropriate institutionalization for older adults who are at home, patients in hospitals, and patients in long term care facilities who could return home.
- F. **Multipurpose Senior Centers:** In regard to any multipurpose senior centers acquired or constructed using OAA funds, the AAA will ensure compliance with Sections 306, 311, and 312 of the OAA, NYSOFA regulations (9 NYCRR § 6654.9), and 90-PI-36 [6/19/90].

Standard Assurance Applicable to OAA Title III-C

(For additional Assurances applicable to Title III-C, see SA #27 & SA #30)

- 28. **Title-III-C Funding for Access and Supportive Services:** In applying for and receiving funding under Title III-C of the OAA, the AAA understands and agrees that Title III-C expenditures for supportive and access services shall only be funded with Title III-C contributions and that such expenditures by a Title III-C provider are limited to the amount of contributions generated by the provider.

Standard Assurances Applicable to Title III-C and WIN

(For additional Assurances applicable to WIN, see SA #36. For additional Assurances applicable to Title III-C, see SA #27 & SA #29)

- 29. In applying for and receiving funding under Title III-C of the OAA and WIN, the AAA understands and agrees that:
 - A. **Special Dietary Needs:** The AAA assures that the nutrition program in the PSA shall reasonably accommodate participants who have particular dietary needs arising from the health requirements, religious requirements, or culture/ethnic backgrounds of such participants.
 - B. **Outreach:** It shall be the AAA's responsibility to identify and reach out to currently unserved and underserved individuals who would be eligible for home delivered meals.

C. Provider Organizations: The AAA, when selecting potential home delivered meal providers, shall give consideration where feasible to organizations which:

- 1) have demonstrated an ability to provide home delivered meals efficiently and reasonably; and
- 2) furnish assurances to the AAA that such an organization shall maintain efforts to solicit voluntary support and that the funds made available under Title III-C to the organization shall not be used to supplant funds from non-Federal sources.

D. Congregate Sites: Sites for congregate meals and comprehensive supportive services are located in as close proximity to the majority of eligible individuals' residences as feasible, with particular attention on a multipurpose senior center, a school, a church, or other appropriate community facility, preferably within walking distance, and where appropriate, transportation to such site is furnished.

E. Allowable Services: The AAA may only apply for and use Title III-C funds to provide meals and other services (i.e., nutrition counseling and nutrition education) directly related to nutrition services. The AAA may also use program income for supportive and access services to enhance the nutrition program. Such supportive and access services include outreach, transportation (Title III-C-1 only) Information and Assistance, In-Home Contact and Support (shopping assistance only), Senior Center/Recreation and Education (Title III-C-1 only), Assisted Transportation (Title III-C-1 only). Program income cannot be used for access and supportive services in amounts greater than what has been generated by program activity.

Standard Assurances Applicable to Title III-D

30. Title III-D:

- A. Area Plan Administration:** No Title III-D funds shall be budgeted or expended for Area Plan Administration.
- B. Evidence-based:** In accordance with 15-PI-18 [10/22/15], the AAA shall expend all Title III-D funding on evidence-based programs/interventions only.

Standard Assurances Applicable to National Family Caregivers Support Program (NFCSP) Title III-E

31. National Family Caregiver Support Program (NFCSP):

- A. Comprehensive Support System:** The AAA shall provide multifaceted systems of support services for family caregivers and older relative caregivers as these terms are defined in OAA §§ 302 and 372, respectively.
- B. Statutory Services:** The caregiver program support services shall include each of five specific, statutory categories of caregiver services, with the amounts used to fund each service to be determined by the AAA, based on the needs of its particular caregivers. The AAA may meet this comprehensive service requirement by including services in its NFCSP program that meet Title III-E requirements, but that are funded from other sources.

These required services are:

- 1) Information to caregivers about available services;
 - 2) Assistance to caregivers in gaining access to the services;
 - 3) Individual counseling, organization of support groups, and caregiver training to assist the caregivers in the areas of health, nutrition and financial literacy and to help caregivers make decisions and solve problems relating to their caregiver roles and responsibilities;
 - 4) Respite care services to enable caregivers to be temporarily relieved from their caregiving responsibilities; and
 - 5) Supplemental services on a limited basis to complement the caregiver's efforts to provide care.
- A. **Recipients of Respite and Supplemental Services:** The AAA agrees that respite and supplemental services shall only be provided to older relative caregivers or caregivers of "frail" older adults as "frail" is defined in OAA § 102(22), that is, an older adult (60 and older) who is functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person.
- B. **Supplemental Services:** The AAA may budget up to 20% of its Title III-E funds (Federal funds plus local match), plus any income generated by supplemental services for the provision of supplemental services. The AAA may expend a maximum of 20% of its final Title III-E expenditures (Federal funds plus local match), plus any income generated by supplemental services for the provision of supplemental services.
- C. **Use of Volunteers:** Each AAA shall make use of trained volunteers to expand the provision of the available services and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community settings.
32. **Service Priority:** The AAA shall give priority to the following individuals:
- A. Caregivers who are older adults with greatest social need, and older adults with greatest economic need, with particular attention to low-income older adults;
 - B. Older Relative Caregivers providing care to individuals with severe disabilities, including children with severe disabilities, as defined in OAA § 102(48) which means a severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that is likely to continue indefinitely and results in substantial functional limitation in 3 or more of the major life activities as specified in § 102(13) which includes self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency, cognitive functioning, and emotional adjustment;

- C. For family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.
33. **Maintenance of Effort:** The AAA agrees to meet its applicable maintenance of effort requirement for Title III-E funds under this Plan as determined by NYSOFA and to not supplant the use of other funds available for NFCSP services, with the funding available under Title III-E.

Standard Assurances Applicable to Caregiver Resource Centers

34. Caregiver Resource Centers (CRC)

- A. **CRC Services:** For AAAs receiving state funds for a CRC funded under NYS Elder Law § 206, AAA agrees to provide and enhance services to caregivers using these funds. The goal is to expand upon caregiver services and supports offered by the AAA. CRC services must be reported distinctly from other funds and in accordance with CRC definitions for caregiver service and supports.
- B. **Materials Developed Under CRC:** If the AAA has a CRC funded under NYS Elder Law § 206, AAA agrees that all materials developed by the AAA in connection with the CRC program shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials.

Standard Assurance Applicable to WIN

(For additional Assurances applicable to WIN, see also SA #30).

35. In applying for and receiving funding under WIN, the AAA understands and agrees that:

- A. **Separate Accounting:** The funds provided under WIN shall be accounted for and reported separately from those received under other sources, including Title III-C.
- B. **WIN Services:** The funds provided under WIN must be used to provide home delivered meals and/or services related to the provision of meals to eligible older adults whose nutritional needs have not or cannot be met under Title III-C or CSE. WIN funds may be used to provide congregate meals but only when the provision of the congregate meals will serve nutritionally at-risk older adults or result in an increased ability to provide home delivered meals.
- C. **Administration:** No more than 5% of WIN funds awarded shall be budgeted for AAA administration. No more than 5% of WIN funds expended shall be for AAA administration.
- D. **No Supplanting Title III-C Services:** No WIN funds shall be used to replace nutrition services provided or intended to be provided under Title III-C and CSE.

Standard Assurances Applicable to CSE and EISEP

(For additional Assurances applicable to CSE, see SA #39. For additional Assurances applicable EISEP, see SA #40)

36. In applying for and receiving CSE and/or EISEP funding, the AAA understands and agrees that:

- A. **Direct Provision of Services:** The AAA can provide EISEP and/or CSE case management services directly without requesting NYSOFA approval. However, it cannot provide other EISEP or CSE services directly unless it receives approval from NYSOFA. NYSOFA approval is discretionary and shall only be given if the AAA can show that: the AAA provided this service directly prior to the approval of the AAA's first CSE Plan (this would usually be 1979); or if the AAA demonstrates that the direct provision of a service is necessary due to the absence of an existing suitable provider and so is necessary to assure an adequate supply of the service or is necessary to ensure the quality of the service provided. (See 9 NYCRR § 6652.9(c)).
- B. **Consumer Directed In-Home Services:** The AAA may elect to implement consumer directed services under CSE and EISEP in accordance with NYSOFA regulations. Prior to implementation, the AAA must submit their plans in the prescribed format to NYSOFA for review and approval.
- C. **Maintenance of Effort:** The AAA must meet the following maintenance of effort requirements:
- 1) **For CSE and EISEP:** Maintenance of "base year expenditures" made by the county or other funded service providers irrespective of the source of funds. "Base year expenditures" means the level of expenditures in the year prior to the first year for which a county plan for CSE was submitted or in the County's 1979 fiscal year, whichever is later.
 - 2) **For EISEP:** Maintenance of total community service project expenditures under the CSE for the period April 1, 1985, through March 31, 1986, unless this requirement is waived or reduced by NYSOFA.
- D. **Contesting Eligibility and Cost Share Decisions:** AAA shall provide applicants or recipients of EISEP or EISEP-like services funded under EISEP/CSE the opportunity to contest adverse decisions as to eligibility, levels of required cost sharing and involuntary terminations of services.
37. **Matching Requirements:** The AAA agrees to provide minimum local matching funds for service expenditures under EISEP and CSE as set forth by applicable State law and requirements.

Standard Assurance Applicable to CSE

(For additional Assurances applicable to CSE, see SA #37 & SA #38)

38. In applying for and receiving CSE funding, the AAA understands and agrees that Community Services Projects developed by the AAA shall not exceed three years, except NYSOFA may approve continuation of a project beyond three years if periodic evaluation shows that the project effectively improved the delivery of services to older adults.

Standard Assurance Applicable to EISEP

(For additional Assurances applicable to EISEP, see SA #37 & SA #38)

39. In applying for and receiving EISEP funding, the AAA understands and agrees that:

- A. **Coordination with LDSS:** The AAA is required to coordinate with its local Social Services office to establish and maintain procedures which shall ensure that EISEP does not duplicate Medicaid and Title XX programs, and ensure that these procedures are set out in a Memorandum of Understanding with such local office.
- B. **33% In-Home Services Requirement:** At least 33% of the AAA's total expenditures of State EISEP services dollars and required local match for those dollars must be spent on in-home services (i.e., Personal Care Level I and Personal Care Level II).
- C. **33% Ancillary Services Requirement:** No more than 33% of the AAA's total expenditures of State EISEP services dollars and required local match for those dollars may be spent on ancillary services.
- D. **County Home Care Plans (CHCP):** The first year EISEP County Home Care Plan, as amended by any subsequent plans and CHCP revisions, is incorporated by reference and made a part of this Plan, and the goals and procedures contained in it are reaffirmed.

Standard Assurance Applicable to CSI

40. In applying for CSI funds, the AAA understands and agrees that:

- A. **Congregate Services:** "Congregate services" shall mean services for older adults which are provided by a public or private non-profit agency in community settings at which older adults come together for services and activities that respond to their diverse needs and interests.
- B. **Direct Provision of CSI Services:** The AAA may contract with public agencies, municipalities, not-for-profit agencies, or such other entities that provide congregate services. The AAA may not directly provide a service under CSI unless granted a waiver by the Director of NYSOFA. Approval of direct service provision will only be given if the service was directly provided prior to approval of the 1994-95 Plan, or direct provision is necessary due to the absence of an existing suitable provider or to ensure the quality of the service provided.
- C. **Multi-County Partnerships:** Two or more counties may join together for the purpose of implementing CSI through a written agreement between the cooperating AAAs.
- D. **Matching Funds:** Under CSI the AAA will provide matching funds equal to 25% of its CSI costs. The allowable forms of match are the same as those permitted under CSE and EISEP. In-kind salaries and rent are allowable. State funds and local funds used to match other State or Federal funds are not allowable as match. The local match can be entirely new match or local funding formerly used to match the local Recreation Program for the Elderly.
- E. **Administration:** The AAA shall budget no more than 5% of CSI funds (State Aid & Local Match) for AAA administration. The AAA agrees that it will expend no more than 5% of CSI funds for AAA administration.
- F. **Meal Costs:** Meal costs are not allowable under the CSI program.

Standard Assurances Applicable to Emergency Preparedness Plans

41. **Emergency Preparedness Plans:** The AAA agrees to coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and other institutions that have responsibility for disaster relief service delivery within the PSA.

Standard Assurances Applicable to Mental Health Services

42. **Mental Health Services:** The AAA agrees to follow any policies developed by NYSOFA concerning mental health issues or services as they may pertain to older adults and caregivers. AAA will coordinate with NYSOFA and entities providing mental health services in the PSA to: increase public awareness of mental health disorders affecting older adults; remove barriers to the diagnosis and treatment of such disorders; and coordinate mental health services available to older adults (including mental health screenings) provided with area aging funds or other funds for mental health services available to older adults residing in the PSA.

Standard Assurances applicable to the Health Insurance Information, Counseling and Assistance Program (HIICAP)

43. Health Insurance Information, Counseling and Assistance Program (HIICAP):

- A. The AAA agrees that the Project Narrative and Budget included in the Plan may not be modified without the written consent of the NYSOFA.
- B. The AAA agrees that it will not assign or transfer the rights or responsibilities it has with regard to the HIICAP program without the prior written consent of NYSOFA. If the AAA contracts the direct performance of the HIICAP program, including the HIICAP Coordinator, it retains primary responsibility for satisfying the responsibilities set forth in this Plan and the AAA will include the responsibilities in the agreement with such contractor.
- C. The AAA agrees to provide counseling to individual Medicare beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.
- D. The AAA will make counseling resources and locations locally accessible to low-income, dual-eligible, and hard-to-reach beneficiaries and will equip its counselors to provide in-depth, complex counseling and enrollment assistance on Medicare, Medicare Prescription Drug Coverage, Medicare Advantage Plans, EPIC enrollment, and coordination with Medicare Prescription Drug Coverage.
- E. The AAA will provide counseling information about original Medicare plan information and options and the AAA's HIICAP assigned staff must have knowledge and develop referral contacts for assistance in the following areas:
 - 1) Medicare eligibility, benefits, preventive services, and claims filing;

- 2) Medicare Prescription Drug Benefit;
 - 3) EPIC and how it works with the Medicare prescription drug plans;
 - 4) Medicaid eligibility, benefits, and spousal protections (Local Department for Social Services), Medicaid Managed Long Term Care (Independent Consumer Advocacy Network);
 - 5) Medicare Supplement insurance policy coverage, comparison information, and claims filing;
 - 6) Long Term Care (LTC) insurance and planning (NYS Partnership for LTC); and
 - 7) Other types of health insurance benefits (including employer, retiree, Medicare Savings Program benefits, "Extra Help", etc.).
- F. The AAA acknowledges that HIICAP is a volunteer-based program and will be operated as such. AAAs must increase and enhance the counselor work force and equip them to be proficient in the areas noted above. A list of all trained HIICAP volunteers and staff must be submitted to NYSOFA.
- G. The AAA will not allow individuals who are currently licensed as health insurance agents/brokers, or have some other conflict of interest, to counsel, administer, or volunteer for HIICAP in any capacity even if the individual is willing to sign a disclaimer stating that he or she will provide unbiased insurance counseling information to beneficiaries. If the AAA believes there may be a conflict of interest, the AAA Director or HIICAP Coordinator will obtain direction from the NY SHIP Director as to whether the relationship, as described by the AAA, presents a conflict of interest.
- H. The AAA will ask program volunteers whether or not they are licensed to sell health insurance products and the status of their current license.
- I. The AAA agrees to designate a HIICAP Coordinator to be responsible for the AAA's performance under this Plan. The HIICAP Coordinator shall be the AAA's representative and contact person for all HIICAP related issues including program and reporting.
- J. The HIICAP Coordinator(s) designated by the AAA will oversee the training and quality of service provided by all volunteers and staff. The Coordinator(s) annually will certify that volunteers have satisfied the annual training requirements. Significant training and support will be necessary to prepare counselors to help beneficiaries understand and enroll in new choices and benefits created by the MMA (Medicare Modernization Act) and subsequent Federal Laws such as the Affordable Care Act of 2010. The Coordinator will oversee and manage the inventory of training and consumer education supplies.
- K. The AAA agrees that its designated HIICAP Coordinator(s) will attend at least one NYSOFA HIICAP training, use all NYSOFA-prescribed HIICAP training material, and encourage counselors to participate in NYSOFA sponsored monthly coordinator and other conference calls.
- L. The AAA agrees that all HIICAP Coordinators and volunteers, who counsel Medicare beneficiaries, will participate in the HIICAP certification process, as often as is required by NYSOFA.

- M. The AAA shall make certain that all information and documentation pertaining to Medicare beneficiaries be kept confidential. Beneficiary information will be kept in an area that is secure. All confidential documents will be stored in locked file cabinets or rooms accessible only to those who have authority, or, for digital versions, in a password protected electronic file. Whenever the AAA has in its custody confidential Medicare beneficiary information that the AAA does not need to keep on file any longer to be able to assist such beneficiary, the AAA will dispose of that confidential information in a complete and secure manner (such as shredding) to avoid unauthorized disclosure(s) of the information.
- N. The AAA assumes responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted.
- O. The AAA agrees that it will submit monthly performance reports as specified by NYSOFA on all Beneficiary Contacts, Group Outreach, and Media Outreach Events via the STARS SHIP Tracking and Reporting System at: <https://smpship.acl.gov/etk-hhs-acl-prod/login.request.do>.
- P. The AAA agrees to ensure the capacity to access Internet information via basic dial-up access at the minimum, with a high-speed connection preferred, including expanding and maintaining Internet capability at the local counseling levels. The AAA will have the capacity to send and receive a high volume of information (including training materials and Power Point presentations) through electronic mail (email) and through the Internet. The AAA assures that HIICAP counselors will have access to Internet-based information, training materials, counseling, and enrollment tools.
- Q. The AAA agrees to ensure adequate capacity to receive and properly answer and address all calls received through the NYS HIICAP Hotline (1-800-701-0501) as calls are automatically transmitted to the local AAA/HIICAP.
- R. Upon approval of this application and issuance of a Notification of Grant Award, the AAA is eligible to request an advance of up to twenty-five percent (25%) of its award. The AAA shall submit appropriate Claim for Payment in such form as required by NYSOFA. The final Claim for Payment will be submitted to NYSOFA within sixty (60) days after the ending date of the grant period.
- S. The AAA agrees to include the express acknowledgment on all SHIP public information materials, "This project was supported, in part by a grant from the U.S. Administration for Community Living". Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore necessarily represent official Administration for Community Living policy." (HHS Grants Policy Statement: <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>). The grantee must use the SHIP Logo on all SHIP publications.
- T. NYSOFA has approved the following disclaimers that the AAA must use when disseminating HIICAP materials and/or advertising:
 - 1) "The information provided by the Health Insurance Information, Counseling and Assistance Program is intended for the sole purpose of educating consumers in regard to the choices available for their health insurance needs. Particular emphasis is placed on understanding original Medicare. Nothing herein is intended nor should

it be construed as an endorsement by the State of New York of any specific insurance product or insurer."

- 2) If the above disclaimer is too lengthy for certain media items (i.e. flyers, small brochures, etc.), the disclaimer below may be used as a substitute:

"New York State does not endorse nor recommend any specific insurance product or insurer; this program is solely intended to educate consumers about their choices."

- U. Upon request by the State HIICAP Coordinator, the AAA will provide to NYSOFA program information and other reports as required, in the format and at the timing specified by NYSOFA, on activities provided under the current HIICAP grant.
- V. The AAA shall not use SHIP Federal funds to purchase promotional giveaways or incentive items, unless such items are educational in nature as required by ACL and pre-approved by NYSOFA.
- W. The AAA agrees to implement Volunteer Risk and Program Management (VRPM) policies and procedures as required by ACL.

Sent to:
TB, TA, TC
12/2/2022
KD

2022 General Fund Budget Transfer

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
1	885	Fund Balance- Tax Certioraris	\$395,028.00
1	9060.8	Health Insurance	\$19,257.00
Total:			\$414,285.00

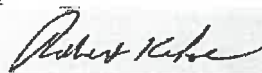
TO:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
1	1930.04	Tax Refunds	\$395,028.00
1	1950.4	Tax on Town owned Properties	\$2,807.00
1	9025.8	VDC Plan Contribution	\$9,950.00
1	1375.4	Credit Card Fees	\$6,500.00
Total:			\$414,285.00 \$0.00

Explanation:

To cover payments of tax settlements From Assigned Fund Balance for Tax Certioraris.
To cover overages for Taxes on Town Owned Property, Voluntary Defined
Contribution Plan for employee and Credit Card Fees.

Signature:

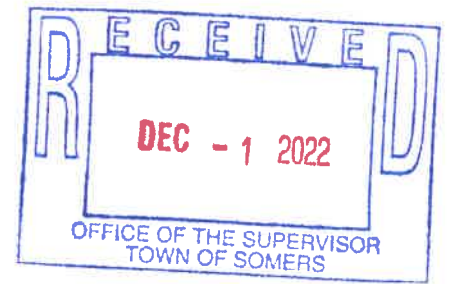


Bob Kehoe, Director of Finance

Date: 11/28/2022

Sent to:
TB, TA, TC
12/2/2022
KD

Denise Schirmer



November 30, 2022

Robert Scorrano, Supervisor
Town of Somers
335 Route 202
Somers, New York 10589

Dear Supervisor Scorrano,

Please accept this as confirmation that I will be retiring from my full-time position on January 11, 2023. My last day of full-time work will be on January 10, 2023. I will start my part-time position on January 12, 2023.

Your support in assisting me with making this decision is most appreciated.

Sincerely,

Denise Schirmer

Denise Schirmer

cc: Kim DeLucia
Tom Tooma
Bob Kehoe
Carolyn Brush

Sent to:
TB, TA, TC
12/2/2022
KD

Highway Department

Town of Somers

WESTCHESTER COUNTY, N.Y.

250 RT. 100
P.O. BOX 281

TELEPHONE
(914) 232-4848
FAX
(914) 232-0150

NICHOLAS DEVITO
Superintendent of Highways

PAUL WESTHOFF
Deputy Supt. of Highways



Memo To: Supervisor
Town Board

From: Nicholas DeVito
Supt. of Highways

Date: November 30, 2022

Re: Nicholas Hinkley – Full Time Employee/ Highway Dept.
(PTA Plowed From 2015-2017)

Please be advised that I am hiring Nicholas Hinkley Full Time (replacing William Holze) at the Highway Department as a Road Maintainer effective Monday December 5, 2022 contingent upon the successful results of a physical, drug test, reference, background and NYS driver's license checks. 2022 Starting Salary (Until Union Contract Determination) \$51,108.79 at (90%) of \$56,787.54 with an hourly rate of (\$24.5715) for the first six months then after the 26 weeks 95% upon completion of one year of service the employee shall receive the full (100%) salary rate of pay.

If you should have any questions, please feel free to contact me at any time.

Yours truly,

Nicholas DeVito
Supt. of Highways

Cc: Finance Dept
Town Clerk

Sent to:
TB, TC, TA
12/1/2022
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
385 ROUTE 202
SOMERS, NY 10589
www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

DATE: November 29, 2022

TO: Town Board
Director of Finance

FROM: David B. Smith *DBS*
Town Planner

RE: **Verizon Wireless at Heritage Hills**
Refund of SEQRA/Professional Service Fee
TM: 17.05-20-2

The above-mentioned project has been completed. Please refund the remaining SEQRA/Professional Service Fee in the amount of \$591.50, as follows:

Snyder & Snyder LLP
Attorney Special Account
94 White Plains Road
Tarrytown, New York 10591

DBS/wg
cc: Town Clerk
Michael Sheridan, Snyder & Snyder

Z:\PE\Site plan files\Heritage Hills Verizon Wireless\Escrow\Return of SEQRA fees.doc

Sent to:
TB, TA, TC
12/1/2022
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5866
Fax
(914) 277-4098

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589
www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

DATE: November 29, 2022

TO: Town Board
Director of Finance

FROM: David B. Smith *DBS*
Town Planner

RE: Verizon Wireless – 294 Route 100
Refund of SEQRA/Professional Service Fee
TM: 17.19-1-1

The above-mentioned project has been completed. Please refund the remaining SEQRA/Professional Service Fee in the amount of \$1,036.25, as follows:

Snyder & Snyder LLP
Attorney Special Account
94 White Plains Road
Tarrytown, New York 10591

DBS/wg
cc: Town Clerk
Michael Sheridan, Snyder & Snyder

Sent to:
TB, TA, TC
12/1/2022
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589
www.somersny.com

Telephone
(914) 277-5866
Fax
(914) 277-4098

Steven Woelfle
Principal Engineering Technician
swocfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

DATE: November 29, 2022

TO: Town Board
Director of Finance

FROM: David B. Smith *DBS*
Town Planner

RE: **Verizon Wireless at 2580 Route 35 (Santaroni)**
Refund of SEQRA/Professional Service Fee
TM: 37.13-2-3

The above-mentioned project has been completed. Please refund the remaining SEQRA/Professional Service Fee in the amount of \$2,365.73, as follows:

Snyder & Snyder LLP
Attorney Special Account
94 White Plains Road
Tarrytown, New York 10591

DBS/wg
cc: Town Clerk
Michael Sheridan, Snyder & Snyder

Z:\PE\Site plan files\Homeland Towers -Insite Towers\2580 Route 35 -Santaroni Verizon Wireless\Return of SEQRA fees.doc

Sent to:
TB, TA, TC
12/1/2022
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5866
Fax
(914) 277-4098

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
535 ROUTE 202
SOMERS, NY 10589
www.somersny.com


Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

DATE: November 29, 2022

TO: Town Board
Director of Finance

FROM: David B. Smith 
Town Planner

RE: **Verizon Wireless at Somers Commons**
Refund of SEQRA/Professional Service Fee
TM: 4.20-1-11.6

The above-mentioned project has been completed. Please refund the remaining SEQRA/Professional Service Fee in the amount of \$1,330, as follows:

Snyder & Snyder LLP
Attorney Special Account
94 White Plains Road
Tarrytown, New York 10591

DBS/wg
cc: Town Clerk
Michael Sheridan, Snyder & Snyder

Z:\PE\Site plan files\Somers Commons (Baldwin Place)\Verizon Somers Commons Co-Location\Return of SEQRA fees.doc

Sent to:
TB, TA, TC
12/2/2022
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5866
Fax
(914) 277-4098

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589
www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

Date: December 2, 2022
To: Town Board
From: Steven Woelfle *SW*
Engineering Department
Re: Agreement and Undertaking and Bond Release Request
Greenbriar Re-Subdivision of Lots 1, 2, 3, 4 in Section 7
TM: 6.14-1-26, 27, 28 & 29

This office is requesting that the Town Board release the following:

1. Agreement and Undertaking from Greenbriar-Somers Corp. for the road drainage and related improvements in the amount of \$31,000, together with a Pass Book Assignment agreed to by Union State Bank for Union State Bank Account #700225048, all dated April 25, 2007.
2. Agreement and Undertaking from Greenbriar-Somers Corp. for the erosion control in the amount of \$930, together with a Pass Book Assignment agreed to by Union State Bank for Union State Bank Account #700225055, all dated April 25, 2007.

SW/wg
cc: Town Clerk
Susan H. Shapiro

Z:\PE\Subdivision files\Greenbriar\Passbook Release Sect. 7.doc

Sent to:
TB,TA,TC
11/29/2022
KD

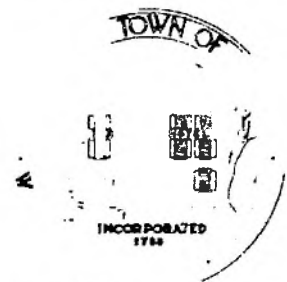
OFFICE OF THE SUPERVISOR

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, N.Y. 10589

MARY BETH MURPHY
SUPERVISOR



D



**Application to Reserve Temporary Use of the Somers
Town House Green for a Permitted Holiday Display**

The Jews of Somers

Address: Place

Katonah

Telephone Number: _____ E-mail: _____

Alternate Name: _____

Address _____

Telephone Number: _____ E-mail: _____

General Description of Display: Town Menorah

Duration of Display (beginning and ending): 12/17/2022 thru 1/09/23

Requested Area for Use: In front of the Elephant Hotel

Mitchell Kaufman
Signature of Applicant

Town Board Action

Mitchell F. Kaufman
Print Name

11/26/2022
Date

Date