

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue
Carmel, New York 10512
(845) 808-1020 Fax (845) 808-1933

Amy E. Sayegh *Chairwoman*
Greg E. Ellner *Deputy Chair*
Diane Schonfeld *Clerk*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Greg E. Ellner	Dist. 5
Paul E. Jonke	Dist. 6
Daniel G. Birmingham	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

REGULAR MEETING OF THE PUTNAM COUNTY LEGISLATURE TO BE HELD IN THE HISTORIC COURTHOUSE CARMEL, NEW YORK 10512

Tuesday June 3, 2025 7:00 P.M.

1. Pledge of Allegiance
2. Legislative Prayer
3. Roll Call

PROCLAMATION

June 15, 2025 as World Elder Abuse Awareness Day

4. Acceptance of Minutes – Special Mtg – State of the County – March 6, 2025
5. Correspondence
 - a) County Auditor
6. Pre-filed resolutions:

PERSONNEL COMMITTEE

(Chairman Jonke, Legislators Addonizio & Gouldman)

- 6a. Approval – Budgetary Amendment (25A038) – Finance – Vacancy Control Factor 2025
- 6b. Approval – Budgetary Amendment (25A039) – Social Services – Pay Differential – Cover Social Services Supervisor Position
- 6c. Approval – Budgetary Amendment (25A040) – Social Services – Reclassification – Senior Computer Operational Specialist to Coordinator of Information Technology

- 6d. Ratification of PuMA Collective Bargaining Agreement – Modification**
- 6e. Approval – Budgetary Transfer (25T079) – Personnel – Additional Funding – Ratification of PuMA Collective Bargaining Agreement**

PROTECTIVE SERVICES COMMITTEE
(Chairman Jonke, Legislators Addonizio & Birmingham)

- 6f. Authorization for Intermunicipal Agreement with Westchester County to Permit the Reciprocal Programing of Radio Communication Systems**
- 6g. Approval – Confirmation – Re-Appointments – Putnam County Emergency Services Safety Advisory Board**

RULES, ENACTMENTS & INTERGOVERNMENTAL RELATIONS COMMITTEE
(Chairman Birmingham, Legislators Ellner & Gouldman)

- 6h. Approval – Consumer Affairs – Memorandum of Understanding (MOU) with International Brotherhood of Electrical Workers Local Union 363**
- 6i. Approval – Weights & Measures – Fee Schedule/Schedules of Maximum Fees Permitted for Inspection**

PHYSICAL SERVICES COMMITTEE
(Chairman Ellner, Legislators Crowley & Jonke)

- 6j. Approval – Budgetary Amendment (25A035) – DPW – State of Emergency Storm Damage 7/9/23**
- 6k. Approval – Budgetary Amendment (25A042) – DPW – Additional Funding - Capital Project 52511 – Myrtle Avenue @ Route 6N - Garage Roof Repair**
- 6L. Approval – Budgetary Amendment (25A043) – DPW – Additional Funding – Capital Project 52510 – Youth Bureau Reallocation – Tilly Foster Farm**
- 6m. Approval – Budgetary Amendment (25A044) – DPW – Additional Funding – Wastewater Treatment Plant**
- 6n. Approval – Budgetary Amendment (25A045) – Soil & Water Conservation District – Performance Measures – Part C Funds**
- 6o. Approval – Budgetary Amendment (25A048) – DPW – CHIPS 2025-2026**

- 6p. **Approval – Department of Public Works – Use of Capital Facility Reserve – Amend (19CP06) – (Hire Professional Architectural and/or Engineering Services)**
- 6q. **Approval – Department of Public Works – Use of Capital Facility Reserve – (25CP03) (Board of Elections Security Gate)**
- 6r. **Approval – Department of Public Works – Use of Capital Facility Reserve – (25CP04) (Chapel Improvements)**
- 6s. **Approval – Enter into an Inter-Municipal Shared Services Agreement with the Towns of Kent, Carmel, Patterson, Philipstown, Putnam Valley, Southeast and Villages of Brewster, Cold Spring and Nelsonville, for the Sharing of Highway-Related Resources**
- 6t. **Approval – DPW - Agreement with State of New York for Snow & Ice Removal**
- 6u. **Approval - Submission of Application for Farmland Protection County Planning Grant through the New York State Department of Agriculture and Markets to Update the 2004 Putnam County Agricultural & Farmland Protection Plan**

HEALTH, SOCIAL, EDUCATIONAL & ENVIRONMENTAL COMMITTEE
(Chairwoman Addonizio, Legislators Ellner & Russo)

- 6v. **Approval – Budgetary Amendment (25A041) – Social Services – Mobile Crisis**
- 6w. **Approval – Grant Application – Office for Senior Resources – Field Hall Foundation – Home Safety and Environmental Support Program**
- 6x. **Approval – Grant – Office For Senior Resources – Social Adult Daycare Services (SADS) Program**
- 6y. **Approval – Confirmation – Appointment – East of Hudson Sporting Advisory Committee (EOHSAC) of the Watershed Protection and Partnership Council**

AUDIT & ADMINISTRATION COMMITTEE
(Chairwoman Sayegh, Legislators Birmingham & Crowley)

- 6z. **Approval – Budgetary Amendment (25A031b) – District Attorney – Criminal Justice Discovery Reform Grant (DCJS) Award – Merit Bonuses ADAs/Management**
- 6aa. **Approval – Budgetary Amendment (25A046) – Social Services – Family Centered Case Management Grant – Reclassification & New Position**
- 6bb. **Approval – Budgetary Amendment (25A047) – Sheriff's Office – Utilize Federally Seized Asset Forfeiture Funds – Purchase Equipment**

- 6cc. Request Refund of Taxes – Kevin & Genevieve Farrell – Town of Southeast – Tax Map #47.-3-102 (Denied)**
- 7. Other Business**
 - 7a. Approval – SEQR – Agricultural District**
 - 7b. Approval – Amendment – Inclusion of Parcels in Putnam County Agricultural District – Ridge Ranch**
 - 7c. Supporting the Adoption of Senate Bill S.1183 & Assembly Bill A.74 by the New York State Legislature to Establish a Real Property Tax Exemption for Veterans who have a One Hundred Percent Service-Connected Disability – Proposed by Legislator Ellner**
- 8. Recognition of Public on Agenda Items**
- 9. Recognition of Legislators**
- 10. Adjournment**

Proclamation

June 15, 2025 as World Elder Abuse Awareness Day

WHEREAS, Older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers and vital participating members of our communities; and

WHEREAS, in 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and

WHEREAS, The National Center on Elder Abuse and the County of Putnam recognize the importance of taking action to raise awareness, prevent and address elder abuse, and its recognition will promote a better understanding of abuse and neglect of older adults by:

- Understanding that ageism and social isolation are major causes of elder abuse.
- Ensuring that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse.
- Preventing abuse of older adults through maintaining and improving social supports, like senior centers, human services, and transportation, allowing older adults to continue to live as independently as possible and contribute to the life and vibrancy of our community.
- Engaging and empowering movement to put an end to abuse.

RESOLVED, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim June 15, 2025 as World Elder Abuse Awareness Day. We encourage everyone to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our community.


Kevin Byrne, Putnam County Executive


Amy Sayegh, Chair, Putnam County Legislature

**SPECIAL MEETING
OF THE
PUTNAM COUNTY LEGISLATURE
CALLED BY THE CLERK AT THE REQUEST OF THE CHAIR
HELD AT
HISTORIC COURTHOUSE
CARMEL, NEW YORK 10512**

Thursday March 6, 2025 7:00 P.M.

The meeting was called to order at 7:00 P.M. by Chairwoman Sayegh who requested Legislator Birmingham lead in the Pledge of Allegiance and Legislator Ellner lead in the Legislative Prayer. Upon roll call Legislators Montgomery, Gouldman, Russo, Ellner, Birmingham, Crowley and Chairwoman Sayegh were present. Legislators Addonizio and Jonke were absent.

Chairwoman Sayegh introduced County Executive Kevin Byrne to present the 2025 State of the County Address.

County Executive Byrne stated that earlier this week he presented the State of the County Address to the people of Putnam County at Ace Endico in the Town of Southeast where a lengthy Address was shared. He stated that all members of the Legislature, Federal, State and local officials, as well as members of the public were invited to that meeting. He stated that they had well over 200 people in attendance. He stated that the entire Address was livestreamed and remains archived for viewing on the County's website. He stated that this evening, in accordance with Section 7.09 of the Putnam County Charter, he presented the State of the County Address which has been provided to the Legislature in writing. The Executive Summary can be found on the County's website www.putnamcountyny.gov.

County Executive Byrne continued and read the (attached) 2025 State of the County Address.

County Executive Byrne added to the State of the County Address by mentioning Putnam County's commitment to agriculture continues with this Administration's goal in consultation with stakeholders to foster the responsible growth of farms where they are likely to succeed as economic enterprises, while respecting the rights of local homeowners. He explained that the Administration will host an agricultural forum and farmland roundtable in Putnam Valley in the near future. It will explore administrative updates and solicit feedback from family farmers, municipal stakeholders and elected officials, and discuss the future of farming in Putnam County.

County Executive Byrne stated that the Administration continues to explore new and exciting ways to ThinkDIFFERENTLY. He stated that ADA accessible improvements have been part of the County's Capital Plan. He explained that the following ADA improvements have been completed, an ADA accessible bathroom and handicap ramp at the County Office Building. He stated that the Administration has identified a new opportunity they plan to explore. Currently, Putnam County provides special education Pre-K services which requires some children to sit on a bus for long periods of time to reach a facility that meets their needs outside of Putnam County. He explained that the Administration and the Health Department spent months developing a plan to create

which is referred to as a braided model with our school districts to provide pre-K services in a more centrally located, cost effective and compassionate manner. He stated that the goal is to create a ThinkDIFFERENTLY Pre-K educational campus at InterArts in Patterson.

Chairwoman Sayegh thanked County Executive Byrne for the presentation. She asked if any Legislators had questions for the County Executive.

Legislator Montgomery believed that the roundtable for farmers served a great purpose, however, she did not believe it would solve the problem that the Legislature is facing right now because we still have not revised the criteria for inclusion of parcels into the Agricultural District. She hoped that this could be included in the roundtable discussions. She stated that in speaking with individuals who attended the County Executive's presentation on March 3rd, there was a lot of talk about transportation. She was happy to see that the PILOT transportation program was in Patterson, Southeast and Carmel. She stated that she was disappointed that it was not in Putnam Valley and Philipstown. She was happy to see Putnam County addressing these much-needed services; however, she was disappointed that they are all here on the east side of the County and rarely ever on the west side.

Legislator Birmingham stated that Pre-K early intervention program has been a big issue going back almost 30 years. He stated that it is a three-party system, the school districts, County and the providing community. He expressed his support for any efficiencies that the County Executive was suggesting in order to make it run smoother. He stated that we are speaking about some of the most vulnerable population that we could provide help to at an early age.

Legislator Crowley echoed Legislators Montgomery and Birmingham. She was excited about having the roundtable meeting in order to find a resolution that would be suitable not only for the farmers, but the constituents as well. She believed it was a step in the right direction. She stated that she attended the roundtable presentation for the early intervention program. She stated that it will not only save money for the constituents of Putnam County, it will save parents a lot of grief, frustration and make them feel safer.

There being no further business, at 7:21 P.M., Chairwoman Sayegh made a motion to adjourn; seconded by Legislator Ellner. All in favor.

Respectfully submitted by Diane Schonfeld, Clerk.

State of the County Address:

Executive Summary by Putnam County Executive Kevin M. Byrne

Over the past two years, this administration has focused on financial responsibility as we continued our work toward building a more affordable, accountable, and accessible county for all.

In two consecutive County Budgets, we reduced the overall tax burden, strengthened critical services to enhance the health and well-being of our residents, invested in critical infrastructure and facility improvements, and increased public safety and quality of life.

Thanks to these efforts, Putnam County's property tax rate is its lowest in 18 years. We opted into a two-year state and county sales-tax exemption on clothes and shoe purchases under \$110 -- a savings measure I hope we can one day make permanent. Our Property Tax Stabilization Fund stands at a healthy \$7.5 million, ready to use in the case of a crisis, and we've aggressively limited borrowing to fund the County's capital projects, further reducing the need to raise certain revenues. We have maintained an AA1 bond rating from Moody's, tied for the highest county score in the state according to the credit-rating agency.

This Administration recognizes how high tax rates contribute to the affordability crisis gripping our state. This is amplified by many different national, regional, and state factors which can either strengthen or hinder our opportunities to foster economic growth and provide meaningful tax relief.

Most recently and publicly it has been the fight over congestion pricing, a cash-grab scheme to further subsidize a wasteful and mismanaged MTA. Putnam County has stood strong and united in opposition to this unfair tax on our commuters and businesses, and while I am thankful to the Trump Administration, including newly appointed administrator of the Federal Transit Administration and former Hudson Valley congressman Marc Molinaro, for their corrective actions thus far, this issue will likely be resolved through litigation and it's important that we continue to advocate for the financial health of affected residents and family businesses.

As public officials, we in County government must be held to a standard worthy of the people we serve. With this mandate in mind, we now livestream all of the Administration's public hearings on local laws on Putnam County's official YouTube account. And we are proud to see that after beginning to livestream its committee meetings and full legislative meetings in 2024, the Legislature has passed rules mandating public viewing and participation in all their official activities.

Last year we unveiled an interactive budget-transparency website which allows any user to more easily understand county finances through captivating visualization tools. We also held constituent forums in every town, on top of our well-attended town hall on the Fair Street construction project in the hamlet of Carmel, and hosted a first-of-its-kind Budget Town Hall where residents had the opportunity to voice their opinion on the Executive Budget proposal. This Administration remains committed to the principle of local government as the most responsible steward of the taxpayer's money.

In 2024 we rightsized and updated our County departments' annual reports so that both legislators and residents can better understand what we do and more easily track spending. Whether you're one of our valued seniors, or part of a local young family just starting out, our county employees are dedicated patriots who touch the lives of every single resident in ways both large and small.

For example, with the full support of my office, last year Putnam County launched the Youth Business Market, a dynamic new collaboration among our Youth Bureau, Sheriff's Department, IT/GIS, and our Department of Public Works/Parks. The event featured over 70 young entrepreneurs drawn from across the region selling a wide variety of goods, services, and fresh food. We were blown away by the

enthusiasm for this first-time event: more than 600 visitors traveled to Tilly Foster Farm on a Sunday in June to buy, sell, and browse.

Putnam County's unique setting and beautiful landscapes have provided backdrops for some of Hollywood's most popular products of late. At Tourism, we've seen an increase in film productions coming to Putnam County, with the prominent Netflix projects "Knives Out 3" and "The Four Seasons" filming here, resulting in an 11% overall increase in spending thanks to film crews and others choosing to spend their money in our community.


Our Planning Department spent much of last year analyzing our public transit system and the access challenges posed by a suburban landscape of winding, narrow roads. This study culminated in the launch of an innovative ride-on-demand pilot program in the towns of Patterson, Southeast, and Carmel. Putnam On-Demand is an app-based public transit system where residents can book rides for the price of a regular cup of coffee (\$2.50) and get door-to-door service Mondays to Saturdays.

The Board of Elections underwent major security, structural, and aesthetic reforms in time for the 2024 presidential election. Gone are the flooded driveways and rusted-out exterior walls of the past, replaced by a new swale to divert water as well as improved siding, landscaping, and storage units. We also installed a state-of-the-art security system for the entire building, ensuring election integrity with the presence of live security cameras where previously there were none.

Most dramatic among the many achievements of the previous year was the Bureau of Emergency Services' (BES) coordinated the response to the 33-acre Kent brush fire brought on by the severe drought conditions last fall. In consultation with BES officials, we issued a State of Emergency and instituted a burn ban via Executive Order. Between October 23 and November 18, 2024, the 911 center received 152 fire-related calls, dispatched local volunteer agencies 29 times, saving lives and limiting property damage. BES coordinated multiple agencies to respond over the course of many days and also enlisted the help of our DPW and the Kent Highway Department to successfully battle the flames. The achievements of our departments go on and on, and I encourage everyone to review the annual reports for more details.

Putnam County is a place where anyone, regardless of their background, can pursue and achieve success. We are a county of entrepreneurs, innovators, and hardworking people who are dedicated to building a better future for ourselves and our families. Our best days are ahead of us.

Respectfully submitted,



Kevin M. Byrne
Putnam County Executive

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue
Carmel, New York 10512
(845) 808-1020 Fax (845) 808-1933

Amy E. Sayegh *Chairwoman*
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**AGENDA
SPECIAL MEETING
OF THE
PUTNAM COUNTY LEGISLATURE
CALLED BY THE CLERK AT THE REQUEST OF THE CHAIR
TO BE HELD IN THE
HISTORIC COURTHOUSE
CARMEL, NEW YORK 10512**

Thursday March 6, 2025 7:00 P.M.

- 1. Pledge of Allegiance**
- 2. Legislative Prayer**
- 3. Roll Call**
- 4. STATE OF THE COUNTY ADDRESS
- By the County Executive**
- 5. Adjournment**

Michele Alfano- Sharkey
County Auditor


Francine Romeo
Deputy County Auditor



COUNTY AUDITOR

5a
County Office Building
40 Gleneida Avenue
Carmel, New York 10512
Main (845)808-1040
Fax (845)808-1900

TO: Putnam County Legislature

FROM: Michele Alfano-Sharkey
County Auditor 

DATE: May 28, 2025

RE: Correction of Taxes

This is the report for May 28, 2025, as provided by Real Property Tax
Law –

REFUND OF TAXES REPORT
REQUIRED BY
REAL PROPERTY TAX LAW -
SECTION 556

	Correction AMOUNT	SCHOOL DISTRICT	FISCAL IMPACT	LOCATION	
				TM#	
Kevin and Genevieve Farrell	\$0.00	Brewster	\$0.00	47-3-102	Denial

#60

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL – BUDGETARY AMENDMENT (25A038) – FINANCE – VACANCY
CONTROL FACTOR 2025**

**WHEREAS, the Commissioner of Finance has requested a budgetary
amendment (25A038) to provide for the Vacancy Control Factor for 2025; and**

**WHEREAS, the Personnel Committee and the Audit & Administration
Committee have reviewed and approved said budgetary amendment; now
therefore be it**

RESOLVED, that the following budgetary amendment be made:

Decrease Estimated Appropriations:

10141000 51000	Personnel Services	21,016
10141000 58002	FICA	1,608
10141000 51000	Personnel Services	14,998
10141000 58002	FICA	1,147
10141100 51000	Personnel Services	17,291
10141100 58002	FICA	1,323
10142000 51000	Personnel Services	33,778
10142000 58002	FICA	2,584
10143000 51000	Personnel Services	23,724
10143000 58002	FICA	1,815
10168000 51000	Personnel Services	10,272
10168000 58002	FICA	786
10168000 51000	Personnel Services	29,655
10168000 58002	FICA	2,269
10314000 51000	Personnel Services	21,526
10314000 58002	FICA	1,647
10314000 51000	Personnel Services	12,454
10314000 58002	FICA	953
10314000 51000	Personnel Services	28,587
10314000 58002	FICA	2,187
10314000 51000	Personnel Services	10,846
10314000 58002	FICA	830
10314000 51000	Personnel Services	4,527
10314000 58002	FICA	346

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

10314000 51000	Personnel Services	17,182
10314000 58002	FICA	1,314
10677400 51000	Personnel Services	16,118
10677400 58002	FICA	1,233
10711000 51000	Personnel Services	16,746
10711000 58002	FICA	<u>1,238</u>
		300,000

Decrease Estimated Revenue:

10131000 427705	Vacancy Control Factor	300,000
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2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

MICHAEL LEWIS
COMMISSIONER OF FINANCE



cc All
Audit

Reso

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk

From: Sheila M. Barrett, First Deputy Commissioner of Finance *SM*

Re: Budgetary Amendment - 25A038 - *Revised*

Date: May 14, 2025

2025 MAY 15 PM 12:10
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Commissioner of Finance, the following budgetary transfer is required.

Decrease estimated appropriations:

10141000.51000	Personnel Services	21,016
10141000.58002	FICA	1,608
10141000.51000	Personnel Services	14,998
10141000.58002	FICA	1,147
10141100.51000	Personnel Services	17,291
10141100.58002	FICA	1,323
10142000.51000	Personnel Services	33,778
10142000.58002	FICA	2,584
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10314000.51000	Personnel Services	28,587
10314000.58002	FICA	2,187
10314000.51000	Personnel Services	10,846
10314000.58002	FICA	830
10314000.51000	Personnel Services	4,527
10314000.58002	FICA	346
10314000.51000	Personnel Services	17,182
10314000.58002	FICA	1,314
10677400.51000	Personnel Services	16,118
10677400.58002	FICA	1,233
10711000.51000	Personnel Services	16,746
10711000.58002	FICA	1,238

Decrease estimated revenue

10131000.427705	Vacancy Control Factor	\$ 300,000
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Fiscal Impact - 2025 - \$ 0
Fiscal Impact - 2026 - \$ 0

This Resolution is required to provide the Vacancy Control Factor for 2025.
Please forward to the appropriate committee.

Approved:

Kevin M. Byrne
County Executive

VACANCY CONTROL - JANUARY THRU APRIL 2025

Org Code	Object Code	Position Number	Title	51000	58002	Total
10141000	51000	141010105	Records Clerk/Typist	21,016.00	1,608.00	22,624.00
10141000	51000	141010108	Records Clerk/Typist	14,998.00	1,147.00	16,145.00
10141100	51000	141110118	MV Cashier Examiner	17,291.00	1,323.00	18,614.00
10142000	51000	142010118	Deputy County Attorney	33,778.00	2,584.00	36,362.00
10143000	51000	143010110	Senior Personnel Specialist	23,724.00	1,815.00	25,539.00
10168000	51000	168010101	Real Property System Supervisor	10,272.00	786.00	11,058.00
10168000	51000	168010109	Deputy Director of IT/GIS	29,655.00	2,269.00	31,924.00
10314000	51000	314010132	Probation Officer I	21,526.00	1,647.00	23,173.00
10314000	51000	314010133	Probation Officer I	12,454.00	953.00	13,407.00
10314000	51000	314010126	Probation Officer II/Senior Probation Officer	28,587.00	2,187.00	30,774.00
10314000	51000	314010119	Treatment Court Coordinator	10,846.00	830.00	11,676.00
10314000	51000	314010118	Probation Assistant	4,527.00	346.00	4,873.00
10314000	51000	314010136	Probation Assistant	17,182.00	1,314.00	18,496.00
10677400	51000	677410132	Nutrition Site Manager	16,118.00	1,233.00	17,351.00
10711000	51000	711010119	Laborer	16,746.00	1,238.00	17,984.00
				278,720.00	21,280.00	300,000.00

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

APPROVAL – BUDGETARY AMENDMENT (25A039) – SOCIAL SERVICES – PAY DIFFERENTIAL – COVER SOCIAL SERVICES SUPERVISOR POSITION

WHEREAS, the Commissioner of Social Services has requested a Pay Differential to backfill the Social Services Supervisor position within the Medicaid Unit while incumbent is on leave; and

WHEREAS, a current Social Services Specialist I position stepped into this role fulfilling the duties of a higher level on 2/20/25 and will remain until incumbent returns to the office, said leave approximately 2/20/25 – 12/31/25; and

WHEREAS, this request will compensate the employee for their effort in supervision and execution of tasks and responsibilities to that of the Social Services Supervisor; and

WHEREAS, compensation equates to \$3.3189 per hour (Grade 15, Step 2, 3 Longevities); and

WHEREAS, to support the increase, funds are being utilized from a vacant Senior Typist position within the Medicaid Unit; and

WHEREAS, the Commissioner of Finance has prepared budgetary amendment (25A039) to account for this request; and

WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

10104000 51091	Pay Differential	5,228
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Decrease Appropriations:

10104000 51000 (105)	Pers. Services – Senior Typist	5,228
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2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

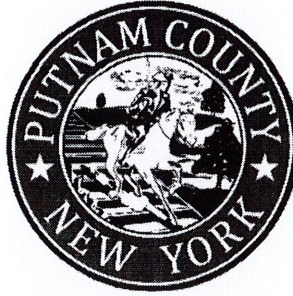
Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

cc:all
Pers
A+H

Re:50

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: **Budgetary Amendment – 25A039**
DATE: May 6, 2025

2025 MAY - 7 PM 3:40
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Fiscal Manager at DSS and Mental Health, the following budgetary amendment is required.

GENERAL FUND

INCREASE APPROPRIATIONS:

10104000 51091	PAY DIFFERENTIAL	\$ 5,228.00
		\$ 5,228.00

DECREASE APPROPRIATIONS:

10104000 51000 (105)	PERSONNEL SERVICES	\$ 5,228.00
	Senior Typist	\$ 5,228.00

2025 Fiscal Impact \$ 0
2026 Fiscal Impact \$ 0

Please refer to the attached memorandum from Fiscal Manager Wunner regarding this budgetary amendment.

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

May 6, 2025

Ms. Diane Schonfeld, Clerk
Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

Dear Ms. Schonfeld,

Pursuant to Code Section 5-1, C dated February 14, 2010, I am advising you of the following 2025 budgetary amendment which has been submitted for approval.

Increase Appropriations:

10104000 51091	Social Servies Admin MA ELGB	<u>\$5,228.00</u>
	Pay Differential	

Decrease Appropriations:

10104000 51000	Personnel Services	<u>\$5,228.00</u>
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2025 Fiscal Impact – 0-

2026 Fiscal Impact -0-

25A039

This request is for your review to approve the pay differential directly related to the Social Services Supervisor position within the Medicaid unit while the current incumbent is on leave. A current Social Services Specialist I is fulfilling duties of a higher level since 2/20/25, and will remain with these duties until incumbent returns to the office. Assumed is a term of 02/20/2025 - 12/31/2025. This request will compensate the employee for their efforts in supervision and execution of tasks and responsibilities to that of the Social Services Supervisor. Compensation equates to \$3.3189/hour (Grade 15, Step 2, 3 Longevities). To support the increase, funds are being utilized from a vacant Senior Typist position within the Medicaid unit.

AUTHORIZATION:

Date	Department of Finance/Designee: Initiation by \$0 - \$5,000.00
Date	County Executive/Designee: Authorized for Legislative Consideration \$5,000.01 - \$10,000.00
Date	Chairperson Audit/Designee: \$0 - \$10,000.00
Date	Audit & Administration Committee: \$10,000.01 - \$25,000.00

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner




DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

May 5, 2025

TO: Michael Lewis, Commissioner of Finance

FROM:  Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau

SUBJECT: DSS 2025 Budgetary Amendment

The Department of Social Services is seeking approval for a pay differential directly related to the **Social Services Supervisor** position within the Medicaid unit while the current incumbent is on leave.

A current **Social Services Specialist I** stepped into this role fulfilling the duties of a higher level on 2/20/25 and will remain same until incumbent returns to the office. Assumed is a term of 02/20/2025 – 12/31/2025. This request will compensate the employee for their efforts in supervision and execution of tasks and responsibilities to that of the **Social Services Supervisor**.

Compensation equates to \$3.3189/hour (Grade 15, Step 2, 3 Longevities). To support the increase, funds are being utilized from a vacant Senior Typist position within the Medicaid unit.

Increase Appropriations:


10104000	SS PROG ADMN MA ELGB	
51091	PAY DIFFERENTIAL	\$5,228.00

Decrease Appropriations:

10104000	SS PROG ADMN MA ELGB	
51000 (105)	PERSONNEL SERVICES	\$5,228.00

Fiscal Impact (25) -0-
Fiscal Impact (26) -0-

Thank you for your time and consideration of this request.

cc:  Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau
Paul Eldridge, Personnel Officer
Nicolle McGuire, Deputy Commissioner of Social Services and Youth Bureau

#6c

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

**APPROVAL – BUDGETARY AMENDMENT (25A040) – SOCIAL SERVICES –
 RECLASSIFICATION – SENIOR COMPUTER OPERATIONAL SPECIALIST TO
 COORDINATOR OF INFORMATION TECHNOLOGY**

WHEREAS, the Commissioner of Social Services submitted a classification form to the Personnel Department requesting a reclassification of the current Senior Computer Operational Specialist position (Grade 17, Step 4, 1 Longevity) to Coordinator of Information Technology position (Grade 19, Step 3, 1 Longevity); and

WHEREAS, based upon the work duties performed, the Personnel Department reclassified the position to Coordinator of Information Technology; and

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (25A040) to account for this reclassification effective January 1, 2025; and

WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

Increase Estimated Revenues:

10601000 436101	Social Services Program Admin	1,119
10601000 446101	Admin Social Services	<u>2,239</u>
		3,358

Increase Appropriations:

10116000 51000 (101)	Pers Serv Admin	
	Coordinator of Information Technology	4,477

Decrease:

10199000 54980	General Contingencies	1,119
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2025 Fiscal Impact - \$1,119

2026 Fiscal Impact - \$2,308

 Legislator Addonizio

 Legislator Birmingham

 Legislator Crowley

 Legislator Ellner

 Legislator Gouldman

 Legislator Jonke

 Legislator Montgomery

 Legislator Russo

 Chairwoman Sayegh

cc: all
Pers
A+A

Reso



MICHAEL J. LEWIS
Commissioner of Finance

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

May 6, 2025

Ms. Diane Schonfeld, Clerk
Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512

2025 MAY - 7 PM 3:40
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Dear Ms. Schonfeld,

Pursuant to Code Section 5-1, C dated February 14, 2010, I am advising you of the following 2025 budgetary amendment which has been submitted for approval.

Increase Estimated Revenues:

10601000 436101	Social Servies Program ADMN	\$1,119
10601000 446101	ADMN Social Services	\$2,239
	Total Estimated Revenues	\$3,358

Increase Appropriations:

10116000 51000 (101) <i>x</i>	Personnel Services-SS ADMN WMS	\$4,477
	Total Appropriations	\$4,477

x Coordinator of Information Technology

Decrease Contingencies

101.99000 54980

General Contingencies	\$1,119
-----------------------	---------

2025 Fiscal Impact -\$1,119-
2026 Fiscal Impact -\$2,308-

25A040

This request is for your review to amend the 2025 Department of Social Services budget to include a reclassification from Senior Computer Operational Specialist to Coordinator of Information Technology retroactive to January 1, 2025. A classification form was submitted to Personnel and based upon the work duties performed, the new title has been classified as Coordinator of Information Technology.

AUTHORIZATION:

Date	Department of Finance/Designee: Initiation by \$0 - \$5,000.00
Date	County Executive/Designee: Authorized for Legislative Consideration \$5,000.01 - \$10,000.00
Date	Chairperson Audit/Designee: \$0 - \$10,000.00
Date	Audit & Administration Committee: \$10,000.01 - \$25,000.00

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner




DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

May 6, 2025

TO: Michael Lewis, Commissioner of Finance

FROM:  Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau

SUBJECT: DSS 2025 Budgetary Amendment

Together with Personnel Officer Paul Eldridge, your approval is requested to amend the 2025 Department of Social Services budget to include a reclassification from **Senior Computer Operational Specialist** to **Coordinator of Information Technology** retroactive to January 1, 2025. A classification form was submitted to Personnel and based upon the work duties performed, the new title has been classified as **Coordinator of Information Technology**

Senior Computer Operation Specialist (Grade 17, Step 4, 1 Longevity)	\$88,713
Coordinator of Information Technology (Grade 19, Step 3, 1 Longevity)	\$93,190
Total Increase in Expense:	\$4,477

Increase Estimated Revenue:

10601000	SOCIAL SERVICES PROGRAM ADMN	
436101	ADM SOCIAL SERVICES	\$1,119
446101	ADM SOCIAL SERVICES	\$2,239
	Total Estimated Revenues	\$3,358

Increase Appropriations:

10116000	SS PROGRAM ADMN WMS	
51000 (101)	PERSONNEL SERVICES	\$4,477
	Total Appropriations	\$4,477
	Fiscal Impact (25)	- \$1,119 -
	Fiscal Impact (26)	- \$2,308 -

It is respectfully requested this matter be placed on the agenda for the next meeting of the appropriate committee. Thank you for your time and consideration of this request.

Attachments:

Classification / Reclassification Notice – 5/2/25
Coordinator of Information Technology Job Specification

cc: Paul Eldridge, Personnel Officer
Nicolle McGuire, Deputy Commissioner of Social Services and Youth Bureau
Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau

PAUL ELDRIDGE
PERSONNEL OFFICER



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

May 2, 2025

Classification/Reclassification Notice

Sara Servadio
Commissioner of Mental Health, Social Services & Youth Bureau

Via email

Dear Commissioner Servadio,

Our office has completed a review of the below referenced form and documentation that you submitted for a job classification evaluation or re-evaluation:

- ☒ Job Classification Questionnaire (Form 220) Dated 4/3/2025 submitted on behalf of [REDACTED]
☐ New Position Duties Statement (Form 222) Dated _____
☐ Request for Additional Position(s) in an Already Established Classification (Form 222A)

Please be advised that, pursuant to Civil Service Law, Section 22, we have classified this position as Coordinator of Information Technology in the Competitive jurisdictional classification. Please see requirements below.

Please Note:

- ☒ Competitive Jurisdictional Classification requires: Permanent appointment from an appropriate eligible list, now or subsequent to an approved provisional appointment, should this position be adopted as a position in your department or agency.
- ☐ Non-Competitive Jurisdictional Classification requires: Permanent appointment following a review of a current application of any potential appointee should this position be adopted as a position in your department or agency.
- ☐ Labor Jurisdictional Classification requires: Permanent appointment following a review of a current application of any potential appointee should this position be adopted as a position in your department or agency.
- ☐ Exempt Jurisdictional Classification requires: Appointment following a review of a current application of any potential appointee should this position be adopted as a position in your department or agency.

In order to best assess next steps, we will need some information from your department/agency. Please have a supervisor or department head complete page two (2) and return to me as soon as possible. This will ensure that the process is handled as quickly as possible.

If you have any questions regarding this notice, please contact our office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Virginia Redlon", is written over a horizontal line.

Virginia Redlon
Senior Personnel Specialist

Putnam County Personnel Department
Classification/Reclassification Checklist

Name: _____ Title: _____

Municipality: _____ Department: _____

Preferred contact information: _____

For employee title re-classification:

- ☐ We plan on moving forward with this classification. Please advise as to next steps.
- ☐ We have financial approval for this classification, please send the current eligible list/order exam.
- ☐ We do not plan on moving forward with this classification. Please advise as to next steps.
- ☐ We do not agree with this decision. Please advise as to next steps.

For new titles:

- ☐ We plan on moving forward with this classification.
- ☐ We have financial approval for this classification, please send the current eligible list/order exam.
- ☐ We have a provisional/internal applicant we would like to place in this position.
The name of the employee is _____
- ☐ We do not have an internal applicant and/or we would like to hold an Open Competitive Exam if there is no list.

The approved salary for this title is: _____

Important Notes:

- Position(s) titles listed as PJC (pending jurisdictional classification) will require a request by our office to the New York State Civil Service Commission for approval to add such titles to the Putnam County Civil Service Rules and Appendices. Please contact our office for further guidance.
- Before appointing a provisional- please be sure that they meet the minimum qualifications. They will not be allowed to take the test if they do not meet the minimum qualifications.
- Provisional appointments will affect your employee probationary period. As per recent NYS legislation, *all* time spent as a provisional must count as part of the probationary period. Therefore, if an employee is provisional longer than the probationary period, once they receive their permanent appointment, they will be permanent and no longer on probation.

COORDINATOR OF INFORMATION TECHNOLOGY

DISTINGUISHING FEATURES OF THE CLASS: This is a highly responsible technical position accountable for overall administration, maintenance and operations of a wide variety New York State computer systems (including equipment as well as proprietary applications) for the County Department of Social Services & Mental Health. Responsibilities include LAN/WAN administration, security, access control, database management, troubleshooting, user assistance, and hardware and software maintenance. Work is performed under general supervision of the Commissioner of Social Services & Mental Health or other high-level administrator, requiring the exercise of independent judgment in carrying out details of the work. Supervision is exercised over computer operations specialists, and/or other technical and clerical personnel. Performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Acts as LAN/WAN Administrator for New York State applications and databases used by the Putnam County Department of Social Services, including but not limited to, Human Services Enterprise Network (HSEN), NYeNET/LDAP, New York State Health Provider Network, New York State Dept of Labor and Dept of Health systems, New York State Welfare Management System (WMS) and Transaction Terminal Security System (TTSS) and other legacy systems, Child Support Management System (CSMS), Office for Children & Family Services (OCFS) databases, Welfare Reporting and Tracking System (WRTS), Benefits Issuance Control System, IEDR, SQL Server, Connections, A\$SETS, ASAP, WTW CMS, Attachmate, Centraport and successor applications;

Coordinates all calls to the NYS Customer Care Help Desk;

Maintains and installs software and upgrades applications;

Troubleshoots and resolves department and employee issues with proprietary State computer applications;

Authorizes security functions for access to mainframe applications;

Performs account maintenance, creating new accounts, deleting accounts, and updating the user directory;

Maintains and installs software, updates, and equipment, including network cable;

Repairs, maintains, and transports hardware including but not limited to computers, printers and copiers, scanners, etc.;

Troubleshoots computer hardware, software, and user problems;

Troubleshoots and resolves department and employee issues with proprietary State computer applications;

Responsible for security integrity of WMS and related systems;

Prepares and oversees the preparation of a variety of periodic system-generated reports as required;

Responsible for the purchasing of equipment, peripherals and consumables such as computers, tablets, printers, webcams, toner, print cartridges, surge protectors, network cables, etc.;

Keeps inventory of new and decommissioned department hardware, and records primary users;

Maintains a schedule of periodic recycling of obsolete/broken hardware and technology;

Attends State IT meetings and provided trainings;

Reviews changes in State and department policies and procedures, and informs affected units accordingly;

Keeps abreast on new industry developments, methodologies, software and hardware, and peripheral equipment, and provide recommendations to improve network productivity and functionality;

Assists in the formulation of policies and procedures for departmental administration, technology, training and education needs;

Works closely with the County IT Department regarding troubleshooting, installation of new equipment, needs analysis and recommendations;

--over--

COORDINATOR OF INFORMATION TECHNOLOGY (cont'd)

Assists the department administration in planning for the system needs of the department;
Assists with annual departmental budget preparations in relationship to departmental training and system needs;
Makes recommendations regarding technical staffing needs, including reviewing and interviewing applicants;
Provides technology assistance as required for all training sessions using the web, telephone systems, and other technology and equipment;
May provide training to departmental employees in specific areas of responsibility;
Performs a variety of related activities as required and as systems change.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of the principles and practices of LAN and WAN administration and computer networking; thorough knowledge of the principles and practices of computer systems (hardware/software) troubleshooting; excellent technical skills and analytic capabilities; ability to maintain complex computer network systems; ability to analyze jobs, functions and problems, to plan and provide appropriate training; ability to plan and supervise the work of others; ability to effectively communicate both verbally and in writing; ability to establish and maintain effective working relationships with others; initiative; resourcefulness; good judgment; tact and courtesy.

MINIMUM QUALIFICATIONS: Either

- a) Bachelor's Degree in Computer Science, Management Information Systems, Information Technology or closely related field and four (4) years of experience in computer systems maintenance, which must have involved administration or provision of training programs; or
- b) Bachelor's Degree including or supplemented by thirty (30) credit hours in Management Information Systems, Computer Science, Information Technology or a closely related field and six (6) years of experience in computer systems maintenance, which must have involved administration or provision of training programs; or
- c) An equivalent combination of training and experience as defined by the limits of a) and b) above.

SUBSTITUTION NOTE: Full-time paid experience in teaching or in planning, developing and supervision of in-service training may be substituted for up to two (2) years of the required experience on a year-for-year basis.

PLEASE NOTE: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education.

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**RATIFICATION OF PUMA COLLECTIVE BARGAINING AGREEMENT -
MODIFICATION**

WHEREAS, the negotiating teams for the Putnam Management Association (“PuMA”) and the County of Putnam (“the County”) conferred at various times in 2025 to discuss certain amended contract language and terms and conditions of employment; and

WHEREAS, PuMA and the County previously entered into a Memorandum of Agreement (“MOA”) concerning the terms and conditions of the employment of its members for the years January 1, 2024 through December 31, 2027, such agreement having been approved and ratified by Resolution #27 of 2024; and

WHEREAS, PuMA and the County have come to an Agreement concerning the amended terms and conditions of the employment of its members for the years January 1, 2024 through December 31, 2028; and

WHEREAS, a MOA was executed by Putnam County Executive Kevin M. Byrne and Amanda Hanaburgh, in which all of the terms and conditions of employment of its members were outlined; and

WHEREAS, the membership of PuMA met on April 22, 2025, to vote to ratify the MOA; and

WHEREAS, the Personnel Committee also met and discussed the terms of the MOA on May 13, 2025; and

WHEREAS, the Legislature is in agreement with the Administration and the negotiating teams that the MOA is in the best interests of both the County and the membership of PuMA; now therefore be it

RESOLVED, the Putnam County Legislature hereby approves and ratifies the Memorandum of Agreement, dated March 25, 2025, which was entered into with Putnam Management Association for the period of January 1, 2024 through and including December 31, 2028.

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

JOHN B. CHERICO
First Deputy County Attorney

ANNA M. DIAZ
Senior Deputy County Attorney

CONRAD J. PASQUALE
Senior Deputy County Attorney



C. COMPTON SPAIN
County Attorney

DEPARTMENT OF LAW

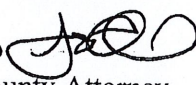
cc: all Pers Reso
HEATHER M. ABISSI
Senior Deputy County Attorney

MAT C. BRUNO, SR.
Risk Manager

LOWELL R. SIEGEL
Deputy County Attorney

MEMORANDUM:

TO: Diane Schonfeld, Clerk
Putnam County Legislature

FROM: John B. Cherico 
First Deputy County Attorney

DATE: April 28, 2025

RE: PuMA – Ratification of Collective Bargaining Agreement Resolution

2025 MAY - 7 AM 11:32
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Enclosed please find the resolution prepared regarding the PuMA Ratification of Collective Bargaining Agreement. Kindly place this matter on the next Personnel Committee Agenda. Please also note that the date of the Personnel Committee meeting needs to be added to the attached resolution.

Thank you for your attention to this matter. Kindly contact me if you have any questions or concerns.

JBC:jn

Enc.

cc: James Burpoe
Deputy County Executive

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512

Tel. (845) 808-1150 / Fax (845) 808-1903*

**This office will not accept service via facsimile*

RATIFICATION OF PUMA COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the negotiating teams for the Putnam Management Association (“PuMA”) and the County of Putnam (“the County”) conferred at various times in 2025 to discuss certain amended contract language and terms and conditions of employment; and

WHEREAS, PuMA and the County have come to an Agreement concerning the terms and conditions of the employment of its members for the years January 1, 2024 through December 31, 2027; and

WHEREAS, a Memorandum of Agreement (“MOA”) was executed by Putnam County Executive Kevin M. Byrne and Amanda Hanaburgh, in which all of the terms and conditions of employment of its members were outlined; and

WHEREAS, the membership of PuMA met on April 22, 2025 to vote to ratify the MOA; and

WHEREAS, the Personnel Committee also met and discussed the terms of the MOA on May _____, 2025; and

WHEREAS, the Legislature is in agreement with the Administration and the negotiating teams that the MOA is in the best interests of both the County and the membership of PuMA; now therefore be it

RESOLVED, the Putnam County Legislature hereby approves and ratifies the Memorandum of Agreement, dated March 25, 2025 which was entered into with Putnam Management Association for the period of January 1, 2024 through and including December 31, 2027.

MEMORANDUM OF AGREEMENT

By and Between the

County of Putnam

and the

Putnam Management Association

WHEREAS, the County of Putnam (“County”) and the Putnam Management Association (“PuMA”) are signatories to a Collective Bargaining Agreement for the term January 1, 2024 – December 31, 2027 (“Agreement”); and

WHEREAS, the parties hereto agree that it is in their mutual best interests to modify and extend the Agreement pursuant to the terms set forth herein; and

WHEREAS, the parties have engaged in good faith negotiations to effectuate and enter into the Memorandum of Agreement herein.

NOW, THEREFORE, AS AND FOR A MEMORANDUM OF AGREEMENT, it is hereby agreed as follows:

1. The parties agree to modify and extend the January 1, 2024 through December 31, 2027 Collective Bargaining Agreement as set forth herein. All other provisions of the Agreement shall remain unchanged except modification of dates and any other housekeeping language mutually agreed upon. Members of the respective negotiating teams agree to support the ratification/approval of this Memorandum of Agreement.

2. Term of the Agreement.

January 1, 2024 – December 31, 2028.

3. Article IV, Section F, Salary.

Effective January 1, 2024: Each member’s salary shall be increased by 2.75%.

Effective January 1, 2025: Each member’s salary shall be increased by 2.75%.

Effective January 1, 2026: Each member’s salary shall be increased by 2.75%.

2/13/25

Effective January 1, 2027: Each member's salary shall be increased by 2.75%.

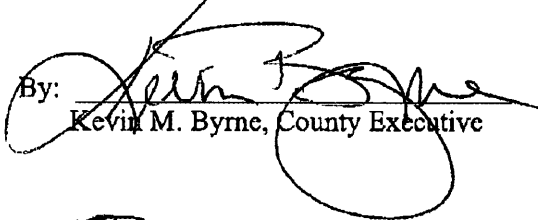
Effective January 1, 2028: Each member's salary shall be increased by 3.00%.


4. **Article VI, Holidays with Pay, Section A.**

Effective June 19, 2025, Juneteenth shall be added as a paid holiday.

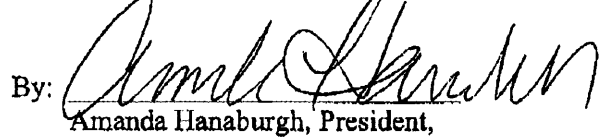
5. This Memorandum of Agreement shall be subject to ratification and approval by the Putnam County Legislature and the Putnam Management Association.

COUNTY OF PUTNAM

By: 
Kevin M. Byrne, County Executive

Dated:  February 25, 2025
March

PUTNAM MANAGEMENT ASSOCIATION

By: 
Amanda Hanaburgh, President,

Dated: February 18, 2025

#62⁷

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

APPROVAL – BUDGETARY TRANSFER (25T079) – PERSONNEL – ADDITIONAL FUNDING – RATIFICATION OF PUMA COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the Personnel Officer has requested a budgetary transfer (25T079) to provide additional funding for the 2025 salary and benefit costs pursuant to the ratified contract settlement between Putnam County and the Putnam Management Association (PuMA); and

WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approved said budgetary transfer; now therefore be it

RESOLVED, that the following budgetary transfer be made:

GENERAL FUND:

Increase Appropriations:

10102000 51000	Personnel Services	288.00
10102000 58002	Social Security	22.00
10120000 51000	Personnel Services	318.00
10120000 58002	Social Security	24.00
22071000 51000	Personnel Services	213.00
22071000 58002	Social Security	16.00
10033000 51000	Personnel Services	483.00
10033000 58002	Social Security	37.00
10108000 51000	Personnel Services	213.00
10108000 58002	Social Security	16.00
10116500 51000	Personnel Services	95.00
10116500 58002	Social Security	7.00
10120000 51000	Personnel Services	451.00
10120000 58002	Social Security	35.00
10142000 51000	Personnel Services	171.00
10142000 58002	Social Security	13.00
10143000 51000	Personnel Services	556.00
10143000 58002	Social Security	43.00
10144000 51000	Personnel Services	435.00
10144000 58002	Social Security	34.00
10168000 51000	Personnel Services	474.00

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

10168000 58002	Social Security	37.00
10311000 51000	Personnel Services	251.00
10311000 58002	Social Security	19.00
10401000 51000	Personnel Services	337.00
10401000 58002	Social Security	26.00
10661000 51000	Personnel Services	393.00
10661000 58002	Social Security	30.00
10677900 51000	Personnel Services	156.00
10677900 58002	Social Security	12.00
10762000 51000	Personnel Services	171.00
10762000 58002	Social Security	<u>13.00</u>
		5,389.00

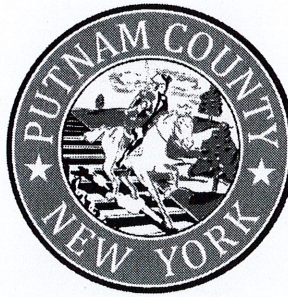
Decrease Appropriations:

10199000 54980	Contingency	5,389.00
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2025 Fiscal Impact - \$5,389

2026 Fiscal Impact – To Be Determined

MICHAEL J. LEWIS
Commissioner of Finance



cc All
Pers
A+A

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

Reso

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk

FROM: Michael J. Lewis, Commissioner of Finance – MJL

RE: Budgetary Transfer – 25T079

DATE: March 31, 2025

2025 APR 28 PM 3:33
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Personnel Director, the following budgetary transfer is recommended.

General Fund

Increase Appropriations:

10102000	51000	Personnel Services	288.00
10102000	58002	Social Security	22.00
10120000	51000	Personnel Services	318.00
10120000	58002	Social Security	24.00
22071000	51000	Personnel Services	213.00
22071000	58002	Social Security	16.00
10033000	51000	Personnel Services	483.00
10033000	58002	Social Security	37.00
10108000	51000	Personnel Services	213.00
10108000	58002	Social Security	16.00
10116500	51000	Personnel Services	95.00
10116500	58002	Social Security	7.00
10120000	51000	Personnel Services	451.00
10120000	58002	Social Security	35.00
10142000	51000	Personnel Services	171.00
10142000	58002	Social Security	13.00
10143000	51000	Personnel Services	556.00
10143000	58002	Social Security	43.00
10144000	51000	Personnel Services	435.00
10144000	58002	Social Security	34.00

10168000	51000	Personnel Services	474.00
10168000	58002	Social Security	37.00
10311000	51000	Personnel Services	251.00
10311000	58002	Social Security	19.00
10401000	51000	Personnel Services	337.00
10401000	58002	Social Security	26.00
10661000	51000	Personnel Services	393.00
10661000	58002	Social Security	30.00
10677900	51000	Personnel Services	156.00
10677900	58002	Social Security	12.00
10762000	51000	Personnel Services	171.00
10762000	58002	Social Security	13.00
			<u>5,389.00</u> ✓
			\$ 5,389.00

Decrease Appropriations:

10199000	54980	Contingency	\$ 5,389.00
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Fiscal Impact - 2025 - \$5,389

Fiscal Impact - 2026 - TBD

This budgetary transfer is recommended to provide additional funding for the 2025 salary and benefit costs pursuant to the ratified contract settlement between Putnam County and the Putnam Management Association (**PuMa**). Please refer to Director Eldridge's memorandum to the Legislature.

Position Number	Position Number Description	Current Effective Date	Location Code Description	Group/Bargaining Unit Code	Org Code	Object Code	Annual Pay @ 2025 Adoption	Inc %	Inc \$	FICA	Total	Annual Pay @ 2025 Revised
116510123	VICTIM/WITNESS ASST	01/01/2025	DIST ATTY	PUMA	10116500	51000	\$ 37,987	0.25%	\$ 95	\$ 7	\$ 102	\$ 38,082
142010116	PARALEGAL	01/01/2025	LAW DEPT	PUMA	10142000	51000	\$ 68,513	0.25%	\$ 171	\$ 13	\$ 184	\$ 68,684
143010103	PR PERSONNEL SPEC	01/01/2025	PERSONNEL	PUMA	10143000	51000	\$ 87,071	0.25%	\$ 218	\$ 17	\$ 235	\$ 87,289
143010106	PERSONNEL SPECIALIST	03/03/2025	PERSONNEL	PUMA	10143000	51000	\$ 63,000	0.25%	\$ 158	\$ 12	\$ 170	\$ 63,158
143010108	SR PERSONNEL SPEC	01/01/2025	PERSONNEL	PUMA	10143000	51000	\$ 72,000	0.25%	\$ 180	\$ 14	\$ 194	\$ 72,180
144010106	FED FUNDED PROGRAM MANAGER	01/01/2025	DPW - ENG	PUMA	10144000	51000	\$ 86,988	0.25%	\$ 217	\$ 17	\$ 234	\$ 87,205
144010109	PROJECT MANAGER	01/01/2025	DPW - ENG	PUMA	10144000	51000	\$ 87,208	0.25%	\$ 218	\$ 17	\$ 235	\$ 87,426
168010113	IT SYSTEM SPECIALIST	01/01/2025	IT/GIS	PUMA	10168000	51000	\$ 70,853	0.25%	\$ 177	\$ 14	\$ 191	\$ 71,030
168010115	IT SYSTEMS SPECIALIST	01/01/2025	IT/GIS	PUMA	10168000	51000	\$ 65,403	0.25%	\$ 164	\$ 13	\$ 177	\$ 65,567
168010123	IT SYSTEMS SPECIALIST	01/01/2025	IT/GIS	PUMA	10168000	51000	\$ 53,300	0.25%	\$ 133	\$ 10	\$ 143	\$ 53,433
311010129	FISCAL MANAGER	01/01/2025	SHERIFF	PUMA	10311000	51000	\$ 100,435	0.25%	\$ 251	\$ 19	\$ 270	\$ 100,686
401010111	SR FISCAL MANAGER	01/01/2025	HEALTH	PUMA	10401000	51000	\$ 134,809	0.25%	\$ 337	\$ 26	\$ 363	\$ 135,146
431013101	SPOA COORD-CHLDN SVC	01/13/2025	MNTL HLTH	PUMA	10033000	51000	\$ 98,388	0.25%	\$ 246	\$ 19	\$ 265	\$ 98,634
431013102	SPOA COORD - ADULT	01/01/2025	MNTL HLTH	PUMA	10033000	51000	\$ 94,697	0.25%	\$ 237	\$ 18	\$ 255	\$ 94,934
601008103	COORD CHILD SUPP ENF	02/25/2025	DSS	PUMA	10108000	51000	\$ 85,348	0.25%	\$ 213	\$ 16	\$ 229	\$ 85,561
601020110	DIRELIGIBILITY	01/01/2025	DSS	PUMA	10120000	51000	\$ 114,942	0.25%	\$ 287	\$ 22	\$ 309	\$ 115,229
601020120	PARALEGAL	01/01/2025	DSS	PUMA	10120000	51000	\$ 65,403	0.25%	\$ 164	\$ 13	\$ 177	\$ 65,567
601020124	FISCAL MANAGER	01/01/2025	DSS	PUMA	10120000	51000	\$ 127,177	0.25%	\$ 318	\$ 24	\$ 342	\$ 127,495
601303103	DIRECTOR OF CHILD ADVOCACY CENTER	01/01/2025	DSS CAC	PUMA	10102000	51000	\$ 115,000	0.25%	\$ 288	\$ 22	\$ 310	\$ 115,288
601303105	COORD CHILD ADVC CENTER	01/27/2025	DSS CAC	PUMA	22071000	51000	\$ 85,000	0.25%	\$ 213	\$ 16	\$ 229	\$ 85,213
661010104	SECR TO ELEC BOARD	01/01/2025	CONSUMERS	PUMA	10661000	51000	\$ 46,125	0.25%	\$ 115	\$ 9	\$ 124	\$ 46,240
661010106	SECY TO PLUMB BOARD	01/01/2025	CONSUMERS	PUMA	10661000	51000	\$ 46,125	0.25%	\$ 115	\$ 9	\$ 124	\$ 46,240
661010110	DIRECTOR OF CODE ENF	01/01/2025	CONSUMERS	PUMA	10661000	51000	\$ 65,310	0.25%	\$ 163	\$ 12	\$ 175	\$ 65,473
677910104	SENIOR CENTER MANAGER	01/01/2025	OSR GEN	PUMA	10677900	51000	\$ 62,340	0.25%	\$ 156	\$ 12	\$ 168	\$ 62,496
761110102	SENIOR CENTER MANAGER	01/01/2025	OFA REC	PUMA	10762000	51000	\$ 68,562	0.25%	\$ 171	\$ 13	\$ 184	\$ 68,733
							\$ 2,001,984			\$ 5,005.00	\$ 384.00	\$ 5,389.00
												\$ 2,006,985.00

PAUL ELDRIDGE
PERSONNEL OFFICER



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

M · E · M · O · R · A · N · D · U · M

2025 APR 28 PM 3:37
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

TO: Diane Schonfeld, Clerk to the County Legislature
FROM: Paul Eldridge, Personnel Officer
DATE: April 28, 2025
SUBJECT: Memorandum of Agreement Reflecting a Modification of PuMA agreement
(1/1/24 through 12/31/27)

On behalf of County Executive Kevin M. Byrne, attached please find a Memorandum of Agreement (MOA) reflecting the modification and extension of the current PuMA bargaining unit agreement. Please place this item on the Personnel Committee agenda for the May 13, 2025 meeting. The PuMA membership, after a 15-day notice to their members as per a requirement in their by-laws, voted and approved this MOA on Friday, April 18, 2025. I was notified by PuMA President Amanda Hanaburgh on Wednesday, April 23rd of its passage.

Attached please find the fully executed Memorandum of Agreement for the contract period January 1, 2024, through December 31, 2028. This was presented and discussed in executive session at the Audit Committee Meeting of March 24, 2025.

Several factors were taken into consideration regarding this modification. Most importantly, this MOA brings PuMA members more in line with other county bargaining unit employees.

The appropriate budgetary transfer (25T079) has been prepared and sent by the Commissioner of Finance under separate cover.

Thank you.

Paul Eldridge
Paul Eldridge
Personnel Officer

CC: Kevin M Byrne, County Executive
James Burpoe, Deputy County Executive
Compton Spain, County Attorney
Michael Lewis, Commissioner of Finance
Michele Alfano-Sharkey, County Auditor

Attachment: PuMA Memorandum of Agreement 1/1/2024-12/31/2028

2/13/25

MEMORANDUM OF AGREEMENT

By and Between the

County of Putnam

and the

Putnam Management Association

WHEREAS, the County of Putnam ("County") and the Putnam Management Association ("PuMA") are signatories to a Collective Bargaining Agreement for the term January 1, 2024 – December 31, 2027 ("Agreement"); and

WHEREAS, the parties hereto agree that it is in their mutual best interests to modify and extend the Agreement pursuant to the terms set forth herein; and

WHEREAS, the parties have engaged in good faith negotiations to effectuate and enter into the Memorandum of Agreement herein.

NOW, THEREFORE, AS AND FOR A MEMORANDUM OF AGREEMENT, it is hereby agreed as follows:

1. The parties agree to modify and extend the January 1, 2024 through December 31, 2027 Collective Bargaining Agreement as set forth herein. All other provisions of the Agreement shall remain unchanged except modification of dates and any other housekeeping language mutually agreed upon. Members of the respective negotiating teams agree to support the ratification/approval of this Memorandum of Agreement.

2. Term of the Agreement.

January 1, 2024 – December 31, 2028.

3. Article IV, Section F, Salary.

Effective January 1, 2024: Each member's salary shall be increased by 2.75%.

Effective January 1, 2025: Each member's salary shall be increased by 2.75%.

Effective January 1, 2026: Each member's salary shall be increased by 2.75%.

2/13/25

Effective January 1, 2027: Each member's salary shall be increased by 2.75%.

Effective January 1, 2028: Each member's salary shall be increased by 3.00%.

4. **Article VI, Holidays with Pay, Section A.**

Effective June 19, 2025, Juneteenth shall be added as a paid holiday.

5. This Memorandum of Agreement shall be subject to ratification and approval by the Putnam County Legislature and the Putnam Management Association.

COUNTY OF PUTNAM

By: 

Kevin M. Byrne, County Executive

Dated: ~~February~~ ^{RP} 25, 2025
March

PUTNAM MANAGEMENT ASSOCIATION

By: 

Amanda Hanaburgh, President,

Dated: February 18, 2025

#6f

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

AUTHORIZATION FOR INTERMUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY TO PERMIT THE RECIPROCAL PROGRAMING OF RADIO COMMUNICATION SYSTEMS

WHEREAS, Westchester County, New York operates a trunked radio communication system for Westchester County departments, as well as for first responders throughout Westchester; and

WHEREAS, Putnam County, by and through its Bureau of Emergency Services, operates a trunked radio communication system for Putnam County departments, as well as for first responders throughout Putnam; and

WHEREAS, the counties desire to enter into an agreement that would permit the reciprocal programming of each other's radio communication systems into each other's end user radios, whether mobile, portable or fixed station radios and whether County-owned or owned by local Fire and EMS agencies within their respective counties; and

WHEREAS, County of Putnam acknowledges that entering into this agreement will assist in improving interoperability, public safety/public service communication, and mutual aid between the counties; now therefore be it

RESOLVED, that the County of Putnam be and hereby is authorized to enter into an Inter-municipal agreement with Westchester, in order to effectuate the reciprocal programming of each County's radio communication systems; and be it further

RESOLVED, that such Inter-municipal Agreement shall be substantially similar in form and content to the draft items accompanying this Resolution; and be it further

RESOLVED, that the County Executive is authorized to execute said Inter-municipal Agreement with Westchester County; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh



ccAll
Prot

Reso

PUTNAM COUNTY BUREAU OF EMERGENCY SERVICES



Kevin M. Byrne
County Executive

Robert A. Lipton
Commissioner of Emergency Services

Christopher E. Shields
Director of Emergency Management

J. Ralph Falloon
Deputy Commissioner of Emergency Services

Robert Cuomo
Director of Emergency Medical Services

MEMORANDUM

To: Paul E. Jonke, Chair, Protective Services

From: Robert A. Lipton, Commissioner

Re: May Protective Services Committee Meeting

Date: April 25, 2025

I would like to add the attached draft of the Intermunicipal Agreement between The County of Westchester and The County of Putnam for approval to the Protective Services agenda for May.

Thank you.

2025 APR 28 PM 1:29
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

cc:all
Prot

AUTHORIZATION FOR INTERMUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY TO PERMIT THE RECIPROCAL PROGRAMING OF RADIO COMMUNICATION SYSTEMS

WHEREAS, Westchester County, New York operates a trunk radio communication system for Westchester County departments, as well as for first responders throughout Westchester; and

WHEREAS, Putnam County, by and through its Bureau of Emergency Services, operates a trunked radio communication system for Putnam County departments, as well as for first responders throughout Putnam; and

WHEREAS, the counties desire to enter into an agreement that would permit the reciprocal programming of each other's radio communication systems into each other's end user radios, whether mobile, portable or fixed station radios and whether County-owned or owned by local Fire and EMS agencies within their respective counties; and

WHEREAS, County of Putnam acknowledges that entering into this agreement will assist in improving interoperability, public safety/public service communication, and mutual aid, between the counties; now therefore be it

RESOLVED, that the County of Putnam be and hereby is authorized to enter into an Inter-municipal agreement with Westchester, in order to effectuate the reciprocal programming of each Counties radio communication systems; and be it further

RESOLVED, that such Inter-municipal Agreement shall be substantially similar in form and content to the draft items accompanying this Resolution; and be it further

RESOLVED, that the County Executive is authorized to execute said Inter-municipal Agreement with Westchester County; and be it further

RESOLVED, that this Resolution shall take effect immediately.

2025 MAY 12 PM 1:26
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Diane Schonfeld

From: Heidi Zatkovich
Sent: Friday, May 9, 2025 9:23 AM
To: Diane Schonfeld
Subject: Protective Services - Putnam Radio Agreement
Attachments: Westchester and Putnam IMA re Radio System Programming (4.15) (4.3.25) (4.15.25 Clean).docx

Good morning Diane,

Attached is the updated IMA that replaces the one that was previously sent. This has been approved by the Law Department.

Thank you,
Heidi

Heidi Zatkovich
Confidential Secretary to Commissioner Robert A. Lipton
Putnam County Bureau of Emergency Services
112 Old Route 6
Carmel, New York 10512
Tel (845) 808-4000 x 41109
Fax (845) 808-4010
Email – Heidi.Zatkovich@putnamcountyny.gov

THIS INTERMUNICIPAL AGREEMENT (the “Agreement”), made the _____ day of _____, 20__ 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 "Westchester County")

and

THE COUNTY OF PUTNAM, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "Putnam County").

(The “Westchester County” and “Putnam County” are referred to collectively as the “parties” or “counties”).)

W I T N E S S E T H:

WHEREAS, Westchester County operates a trunked radio communication system for Westchester County departments, as well as for first responders throughout Westchester (the “WC P25”); and

WHEREAS, Putnam County operates a trunked radio communication system for Putnam County departments, as well as for first responders throughout Putnam (the “Putnam Radio System”); and

WHEREAS, the counties wish to permit the reciprocal programming of each other’s radio communication systems into each other’s end user radios, whether mobile, portable or fixed station radios and whether County-owned or owned by local Fire and EMS agencies within their respective counties (hereinafter referred to as “Subscribers”) in order to improve interoperability, public safety communications and mutual aid between the counties, in accordance with the terms and conditions of this Agreement.

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

ARTICLE I
RECIPROCAL PROGRAMMING OF SUBSCRIBERS

Section 1.1. Westchester County, acting through its Commissioner of Department of Emergency Services or the Commissioner's designee (the "Westchester Commissioner"), hereby grants to Putnam County the right to program WC P25 channel(s) into Putnam Subscribers in accordance with the terms set forth in this Agreement.

Section. 1.2. Westchester County shall retain control and responsibility for WC P25.

Section 1.3. Putnam County, acting through its Commissioner of Bureau of Emergency Services or the Commissioner's designee, (the "Putnam Commissioner"), hereby grants to Westchester County the right to program Putnam Radio System channel(s) into Westchester Subscribers in accordance with the terms set forth in this Agreement.

Section 1.4. Putnam County shall retain control and responsibility for the Putnam Radio System.

Section 1.5. Each County shall have the discretion to determine what Subscribers are programmed under this Agreement within its respective county. Each County shall be responsible for the cost to program each other's radio communication system channel(s) into the Subscribers in its respective county. Nothing prohibits each County from seeking reimbursement for such programming from the local Fire and EMS agencies within their respective counties.

Section 1.6. All programming shall be for interoperability and public safety communication to further the purposes of mutual aid.

Section 1.7. All programming shall be according to the written policies and procedures established by each County for the programming of its radio communication system.

Section 1.8. The programming of Putnam Radio System channel(s) by Westchester County may only be performed by an entity or entities authorized in writing by Putnam County to perform such programming.

Section 1.9. The programming of WC P25 channel(s) by Putnam County may only be performed by an entity or entities authorized in writing by Westchester County to perform such programming.

Section 1.10. If required by Putnam County, Westchester County shall require that the Westchester Fire or EMS agency enter into a written user agreement with Putnam County agreeing to abide by the user guidelines and requirements established by Putnam County for use of the Putnam Radio System, prior to Westchester County programming the Putnam Radio System channel(s) into Westchester Fire or EMS Subscribers.

If required by Putnam County, Westchester County agrees to enter into a written user agreement with Putnam County agreeing to abide by the user guidelines and requirements established by Putnam County for use of the Putnam Radio System

Section 1.11. Prior to Putnam County programming the WC P25 channel(s) into Putnam Fire or EMS Subscribers, Putnam County shall require the Fire or EMS agency to enter into a written user agreement, in a form similar to the form attached hereto as Schedule "A", with Westchester County agreeing to abide by the user guidelines and requirements established by Westchester County for use of the WC P25.

Prior to Putnam County programming the WC P25 channel(s) into Putnam County-owned Subscribers, Putnam County agrees to enter into a written user agreement with Westchester County agreeing to abide by the user guidelines and requirements established by Westchester County for use of the WC P25.

Section 1.12. Once programming is completed for a Subscriber, it may not be altered or reprogrammed without the prior written approval of the Westchester County in the case of WC

P25 and Putnam County in the case of the Putnam Radio System. Once approved, all of the terms of this Agreement shall apply to such modification.

Section 1.13. Each County acknowledges that the programming provided for herein is not intended to replace each County's existing radio programming for in-county and day-to-day operations, and each County shall keep its existing radio communication system.

Section 1.14. Putnam County agrees not to share any programming details or any technical details unique to WC P25 to third parties except as permitted hereunder or permitted under the law.

Section 1.15. Westchester County agrees not to share any programming details or any technical details unique to the Putnam Radio System to third parties except as permitted hereunder or permitted under the law.

Section 1.16. The counties acknowledge and agree that they will each obtain and hold the FCC licenses for their respective radio communication systems. Neither party shall take any action that causes the other party to be in violation of its FCC license.

Section 1.17. Each Party's radio communication system shall remain its property. It is expressly understood that this Agreement does not constitute a lease and that no ownership or property rights whatsoever are being transferred under this Agreement.

Section 1.18. Reciprocal assistance and mutual aid between the counties, and their respective Fire and EMS agencies, shall be authorized and coordinated through Westchester County's fire communication center (or designee) and Putnam County's fire communication center (or designee).

Section 1.19. The WC P25 channel(s) and Putnam Radio System channel(s) shall be used for interoperability, public safety communication and/or mutual aid between the counties.

Section 1.20. Each County will responsible to assign alias for each Subscriber's use of its radio communication system.

ARTICLE II

TERM AND TERMINATION

Section 2.1. The term of this Agreement shall commence on May 1, 2025 and expire five (5) years thereafter, unless sooner terminated.

Section 2.2. In the event either County defaults in the performance of any term, condition or covenant herein contained and does not cure such default within forty-eight (48) hours of written notice thereof, the non-defaulting County, in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement immediately upon notice to the defaulting County. Upon termination, all right of the to use the defaulting County to use the non-defaulting's radio system shall cease and terminate.

Section 2.3. Westchester County on thirty (30) days' notice to Putnam County may terminate this Agreement in whole or in part when it deems it to be in its best interest.

Section 2.4. Putnam County on thirty (30) days' notice to Westchester County may terminate this Agreement in whole or in part when it deems it to be in its best interest.

ARTICLE III

MISCELLANEOUS

Section 3.1.

(a) At the time of execution of this IMA, Westchester County in accordance with Section 6-n of the New York General Municipal Law and Chapter 295 of the Laws of Westchester County, self-funds certain liability exposures. Putnam County accepts the letter evidencing such self-insurance, which is annexed to this IMA as Schedule "B".

(b) Westchester County agrees, that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of Westchester County, Westchester County shall indemnify, defend and hold harmless Putnam 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 caused by the performance or failure to perform hereunder by the Westchester County or third parties under the direction or control of the Westchester County.

Section 3.2.

(a) Putnam County agrees to comply with the insurance requirements attached hereto as Schedule "C". Notwithstanding the requirements set forth as set forth in Schedule "C", Putnam County may act as a self-insurer for the general liability insurance in lieu of procuring such insurance from an insurance company, with the approval of the Westchester County Director of Risk Management.

(b) Putnam County agrees, that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of Putnam County, Putnam County agrees to indemnify, defend and hold harmless Westchester 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 caused by the performance or failure to perform hereunder by the Putnam County or third parties under the direction or control of Putnam County.

Section 3.3. Neither County shall assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of the other County. Any purported delegation of duties, assignment of rights or subletting of this Agreement without the prior written consent of the other County is void.

Section 3.4. Each County shall comply, at its own expense, with all applicable local, state and federal laws, rules, regulations, including those promulgated by the FCC, and obtain, at its own expense, all approvals applicable to its performance under this Agreement.

Section 3.5. Nothing contained herein shall create a special relationship between the Parties. Nothing contained herein shall be deemed to create any employment, agency, joint venture or partnership relationship between the parties or any of their agents or employees or any other arrangement that would impose liability upon one party for the act or failure to act on the other party.

Neither party shall be liable for any consequential, incidental or indirect damages or punitive, special, or other damages that are not direct damages.

Section 3.6. Failure by either party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

Section 3.7. 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.

Section 3.8. 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 overnight courier), to the respective addresses 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.

To the County:
Commissioner
Department of Emergency Services

County of Westchester
4 Dana Road
Valhalla, New York 10595

With a copy to:

Westchester County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Putnam County:

Commissioner
Bureau of Emergency Services
County of Putnam
112 Old Route 6
Carmel, New York 105012

With a copy to:

Putnam County Attorney
48 Gleneida Avenue
Carmel, New York 10512

Section 3.9. 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.

Section 3.10. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

Section 3.11. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3.12. The headings and section references in the Agreement are inserted only for convenience and are not to be construed as part of the Agreement or as a limitation of the scope of the particular section to which the heading refers.

Section 3.13. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[Intentionally Left Blank.
Signature Pages to Follow.]

IN WITNESS WHEREOF, the County of Westchester and the County of Putnam have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Susan Spear
Commissioner
Department of Emergency Services

THE COUNTY OF PUTNAM

By: _____
Robert Lipton
Commissioner
Bureau of Emergency Services

Authorized by Putnam County on _____.

Authorized by Act No. _____ adopted by the Board of Legislators of the County of Westchester on _____..

Approved:

Associate County Attorney
The County of Westchester

k: noe/des/Westchester and Putnam im a re radio system programming

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

On _____, 2025 before, me this undersigned, personally appeared SUSAN SPEAR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On _____, 2025 before, me this undersigned, personally appeared ROBERT LIPTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE "A"

Schedule "B"
Westchester Self-Insurance Letter

SCHEDULE "C"

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."

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).

- b) 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 Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.

- c) 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.

- d) 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.
- e) Cyber 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.

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.

#69

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

**APPROVAL – CONFIRMATION – RE-APPOINTMENTS – PUTNAM COUNTY
 EMERGENCY SERVICES SAFETY ADVISORY BOARD**

WHEREAS, Section 25-38 of the Putnam County Code provides for the appointment of members of the Putnam County Emergency Services Safety Advisory Board by the County Executive subject to confirmation by the Putnam County Legislature; and

WHEREAS, the County Executive has re-appointed the following:

Catherine Lewis, Emergency Medical Services Council Representative, for a three (3) year term; said term to expire December 31, 2027.

Nat Prentice, Putnam County Community Representative, for a three (3) year term, said term to expire December 31, 2027.

WHEREAS, the Protective Services Committee of the Putnam County Legislature has reviewed and approved said re-appointments; now therefore be it

RESOLVED, that pursuant to Section 25-38(B) of the Putnam County Code, the Putnam County Legislature hereby confirms the above appointments to the Putnam County Emergency Services Advisory Board made by the County Executive; and be it further

RESOLVED, that these re-appointments comply with any requirements to file an Oath of Office pursuant to the New York State Public Officers Law.

 Legislator Addonizio

 Legislator Birmingham

 Legislator Crowley

 Legislator Ellner

 Legislator Gouldman

 Legislator Jonke

 Legislator Montgomery

 Legislator Russo

 Chairwoman Sayegh



uAll
Prot

Reso

PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE

MEMORANDUM

Date: April 29, 2025

To: Chair Amy Sayegh

Cc: Diane Schonfeld, Clerk of the Legislature

From: Kevin Byrne
Putnam County Executive

2025 APR 30 AM 10:57
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Re: Re-appointment of Representatives to Emergency Services Safety Advisory Board

Pursuant to Section 25-38 of the Putnam County Code, and upon recommendation of the members of the Board, it is my privilege to re-appoint Catherine Lewis and Nat Prentice to the Putnam County Emergency Services Safety Advisory Board (ESSAB) as representatives. These candidates are well-qualified and experienced in their respective fields and will be tremendous assets to the Board. All members shall serve without compensation, per Article 3 of the ESSAB Bylaws.

Therefore, I respectfully ask the Legislature to place these appointments on the next appropriate legislative committee meeting with the intention that they be confirmed during the next full legislative meeting.

Listed below are the positions and terms they will serve.

- Nat Prentice
Community Representative, Jan. 1, 2025 to December 31, 2027
- Catherine Lewis
EMS Council Representative, Jan. 1, 2025 to December 31, 2027

Attached for your review are the resumes of both candidates as well as a memo from BES Commissioner Lipton requesting the appointments. Thank you for your timely attention to this request and your commitment to the guidelines set forth in our County Code.

/lr
Attachments



PUTNAM COUNTY BUREAU OF EMERGENCY SERVICES



Kevin M. Byrne
County Executive

Robert A. Lipton
Commissioner of Emergency Services

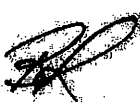
J. Ralph Falloon
Deputy Commissioner of Emergency Services

Christopher E. Shields
Director of Emergency Management

Robert Cuomo
Director of Emergency Medical Services

MEMORANDUM

To: Kevin M. Byrne, County Executive

From: Robert A. Lipton, Commissioner 

Re: Emergency Services Safety Advisory Board

Date: January 31, 2025

Per Article 3 of the ESSAB By-Laws:

"Appointment Procedure of the Putnam County Emergency Services Safety Advisory Board Rules and Regulations"

"The Putnam County Emergency Services Safety Advisory Board will make recommendations to the County Executive who will appoint members. Consummation is then needed by the Putnam County Legislature. All members shall serve without compensation."

The Board respectfully requests the re-appointment of Frank DiMarco, representing the Chief's Association, for a three-year term commencing January 1, 2025 to expire December 31, 2027.

The Board respectfully requests the re-appointment of Nat Prentice, representing the Putnam County Community for a three-year term commencing January 1, 2025 to expire December 31, 2027.

The Board respectfully requests the re-appointment of Catherine Lewis, representing the EMS Council for a three-year term commencing January 1, 2025 to expire December 31, 2027.

There is one open position representing the Putnam County Community in which the Board is looking to fulfill this year.

Thank you.

RAL/hz

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

**APPROVAL - CONSUMER AFFAIRS - MEMORANDUM OF UNDERSTANDING
 (MOU) WITH INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
 LOCAL UNION 363**

WHEREAS, the County desires to provide its residents with the level of safety that comes from licensing qualified tradesmen in a competitive environment; and

WHEREAS, the International Brotherhood of Electrical Workers Local Union 363 ("IBEW") is an association that works to support electrical workers and ensure the safety of those they serve through education, legislation, information, and community involvement; and

WHEREAS, the members of IBEW Local Union 363 receive extensive training in their apprenticeship and the continued training as journeymen; and

WHEREAS, the members of IBEW Local Union 363 take additional education classes per union requirements to keep the members as an educated and viable workforce; and

WHEREAS, the County believes this extensive training satisfies Putnam's Electrical License requirements for journeymen when accompanied by additional training focused on the Putnam County Electrical Licensing Law; and

WHEREAS, the Parties wish to enter into a memorandum of understanding to allow qualified members of the IBEW to apply for and receive licensing under the Code of Putnam County for the benefit of all residents of Putnam County; now therefore be it

RESOLVED, that the County Attorney is authorized to draft the appropriate memorandum of understanding to provide for reciprocity of electrical licensing between the County and the International Brotherhood of Electrical Workers Local Union 363, and the County Executive is authorized to execute same; and be it further

RESOLVED, that this Resolution shall take effect immediately.

 Legislator Addonizio

 Legislator Birmingham

 Legislator Crowley

 Legislator Ellner

 Legislator Gouldman

 Legislator Jonke

 Legislator Montgomery

 Legislator Russo

 Chairwoman Sayegh

Edward Gordon

cc All
Rules

Reso

From: Putnam Co Legislature
Subject: FW: Item for Rules Agenda
Attachments: MOU with Electrical Union.pdf; Reso - MOU with Union.pdf

From: Conrad Pasquale <conrad.pasquale@putnamcountyny.gov>
Sent: Monday, April 21, 2025 1:57:42 PM
To: Diane Schonfeld <Diane.Schonfeld@putnamcountyny.gov>
Cc: Michael Budzinski <Michael.Budzinski@putnamcountyny.gov>; Joanne Elias <Joanne.Elias@putnamcountyny.gov>
Subject: Item for Rules Agenda

Good afternoon Diane,

On behalf of the Department of Consumer Affairs, please include the following item in the upcoming Rules Agenda.

Enclosed for consideration by the Legislature is a memorandum of understanding between the County and the International Brotherhood of Electrical Workers Local Union 363 for reciprocity of licensing. The Electrical Board wishes to recognize as journeyman appropriately qualified union workers who wish to practice within the County on union jobs. The Board has discussed and approved this proposal, forwarding it now to the Legislature.

While an MOU typically does not require Legislature approval, it seems prudent in this case given the nature of licensing in these cases.

I am copying the Director of Consumer Affairs and ask that he be present to answer any questions had by the Legislature.

Please let me know if you need anything further.

Thank you.

Conrad J. Pasquale

Senior Deputy County Attorney
Putnam County Department of Law
48 Gleneida Avenue
Carmel, New York 10512
(845) 808-1150 Ext. 49411
Fax (845) 808-1903

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RESOLUTION

APPROVAL/CONSUMER AFFAIRS/MEMORANDUM OF UNDERSTANDING WITH INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 363

WHEREAS, the County desires to provide its residents with the level of safety that comes from licensing qualified tradesmen in a competitive environment; and

WHEREAS, the International Brotherhood of Electrical Workers Local Union 363 ("IBEW") is an association that works to support electrical workers and ensure the safety of those they serve through education, legislation, information, and community involvement; and

WHEREAS, the members of IBEW Local Union 363 receive extensive training in their apprenticeship and the continued training as journeymen; and

WHEREAS, the members of IBEW Local Union 363 take additional education classes per union requirements to keep the members as an educated and viable workforce; and

WHEREAS, the County believes this extensive training satisfies Putnam's Electrical License requirements for journeymen when accompanied by additional training focused on the Putnam County Electrical Licensing Law; and

WHEREAS, the Parties wish to enter into a memorandum of understanding to allow qualified members of the IBEW to apply for and receive licensing under the Code of Putnam County for the benefit of all residents of Putnam County; now therefore be it

RESOLVED, that the County Attorney is authorized to draft the appropriate memorandum of understanding to provide for reciprocity of electrical licensing between the County and the International Brotherhood of Electrical Workers Local Union 363, and the County Executive is authorized to execute same; and be it further

RESOLVED, that this Resolution shall take effect immediately.

MEMORANDUM OF UNDERSTANDING

BEWTEEN COUNTY OF PUTNAM

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 363**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU"), made by and between the COUNTY OF PUTNAM, a municipal corporation organized and existing under the laws of the State of New York, having an office at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "County"), through its Board of Electrical Examiners under the Office of Consumer Affairs, and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 363, a qualifying union under state and federal law, having an office at 67 Commerce Drive South, Harriman, NY 10926 (hereinafter referred to as the "IBEW").

WITNESSETH:

WHEREAS, the IBEW is an association that works to support electrical workers and ensure the safety of those they serve through education, legislation, information, and community involvement;

WHEREAS, the IBEW endeavors to improve the lives of its members and the public by representing the interests of workers, improving working conditions, and promoting excellence in the electrical industry;

WHEREAS, the members of IBEW Local Union 363 receive extensive training in their apprenticeship and the continued training as journeymen;

WHEREAS, the members of IBEW Local Union 363 take additional education classes per union requirements to keep the members as an educated and viable workforce;

WHEREAS, the County believes this extensive training satisfies Putnam's Electrical License requirements for journeymen when accompanied by additional training focused on the Putnam County Electrical Licensing Law;

WHEREAS, the Parties wish to allow qualified members of the IBEW to apply for and receive licensing under the Code of Putnam County for the benefit of all residents of Putnam County;

WHEREAS, the Parties have agreed to the terms of this MOU to satisfy each of the foregoing interests and concerns.

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, it is mutually agreed by and between the parties as follows:

1. County Obligations

- a. The Board of Electrical Examiners shall consider the properly-submitted applications of members of the IBEW;
- b. The Board of Electrical Examiners shall grant a license under the Putnam County Electrical Licensing Law for IBEW members who already hold the rank of journeyman subject to the limitations of this memorandum.

2. IBEW Obligations

- a. Prior to applying for licensing under this agreement, members of the IBEW shall properly attain the rank of journeyman pursuant to the rules of the union;
- b. The IBEW will certify the rank of any of its members who apply for a Putnam County electrical license and will provide necessary proof of training upon request of the Board of Electrical Examiners;
- c. Applicants for a Putnam County electrical license shall complete additional training focused on the Putnam County Electrical Licensing Law before the Board of Electrical Examiners will consider an application submitted pursuant to this memorandum.
- d. The IBEW shall promptly advise the County of any members who have left the union but have been licensed by the County pursuant to this MOU.

3. Miscellaneous

- a. A union electrical journeyman who is licensed by Putnam County pursuant to this MOU may only work as a journeyman in Putnam County on union projects for Local 363.
- b. If a union electrical journeyman who is licensed by Putnam County pursuant to this MOU leaves the union, any license granted by the County shall be revoked as a matter of law. However, such person shall have six months to take and pass the electrical journeyman test for licensure in Putnam County prior to such revocation taking effect.
- c. If a union electrical journeyman obtains their Putnam County electrical journeyman license pursuant to this MOU, they must still take and pass the electrical journeyman exam for Putnam County before they may test for the electrical master electrician exam for Putnam County.

4. Indemnification – The IBEW agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the County of Putnam and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or

causes of action of every kind and character in connection with or arising directly or indirectly out of IBEW's obligations under this Contract and/or the performance hereof, including costs, expenses and attorneys' fees arising out of any act, error and/or omission of the IBEW, including professional negligence and/or malpractice, in the performance of professional services under this Contract, unless that liability was created by the sole and exclusive negligence of the County. The IBEW further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

5. Term – The term of this MOU shall continue indefinitely.
6. Assignment – Neither party shall assign or sub-contract any of its obligations and/or responsibilities under this MOU and any purported delegation of duties, assignment of rights or sub-contracting of responsibilities under this MOU is void and shall be deemed a direct breach of this MOU.
7. Amendment – This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.
8. Termination – This agreement may be terminated by either party at any time. Once terminated, any license issued to an IBEW member by the County will remain valid until the expiration of its term. However, such license may not be renewed and the license holder must submit a new application for licensing under the Putnam County Electrical Licensing Law.
9. Electronic Signature: To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing this Agreement. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in Carmel, New York, on the date hereinabove set forth.

READ & APPROVED:

_____ Date: _____

C. Compton Spain
Putnam County Attorney

_____ Date: _____

Mat Bruno
Risk Manager

_____ Date: _____

Michael Lewis
Commissioner of Finance

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL UNION 363**

_____ Date: _____

THE COUNTY OF PUTNAM:

_____ Date: _____

Kevin Byrne
Putnam County Executive

_____ Date: _____

Michael Budzinski
Director of Consumer Affairs

ACKNOWLEDGMENT OF PUTNAM COUNTY:

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

On this ____ day of _____, 2025 before me personally came **Kevin Byrne** to me known, who being by me duly sworn, did depose and say that he is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that he signed his name thereto under the same authority.

Notary Public

ACKNOWLEDGMENT OF INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 363:

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

On this ____ day of _____, 2025 before me personally came **XXXXXXXXXXXXXXXXXX**, to me known, who being by me duly sworn, did depose and say that he is the _____ of International Brotherhood of Electrical Workers Local Union 363 and executed the foregoing instrument and acknowledged to me that he executed the same.

Notary Public

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL - WEIGHTS AND MEASURES - FEE SCHEDULE/SCHEDULES OF
MAXIMUM FEES PERMITTED FOR INSPECTION**

**WHEREAS, that section 220.3 (a) of Title 1 NYCRR of the Agriculture and
Markets Law has recently been amended; and**

**WHEREAS, that under Article 16 of the Agriculture and Markets Law, these
modifications permit the municipal Director of Weights and Measures in
municipalities of less than two (2) million inhabitants to increase maximum fees
for certain services; and**

WHEREAS, that these fees have not been changed since 1990; and

**WHEREAS, the Rules and Enactments Committee of the Putnam County
Legislature recommends the adoption of the amended fee schedule; now
therefore be it**

**RESOLVED, that effective June 1, 2026, the fees charged by the
Department of Weights and Measures shall be raised and set at the maximum
amount listed below; and be it further**

**RESOLVED, that the Department of Weights and Measures shall prepare
and send a notice to all those providing services impacted by these fees outlining
the changes.**

***The following fee schedule sets forth the maximum amounts that may be
collected for each inspection, or reinspection after repair, and each testing, or
retesting after repair, of all weights and measures, weighing and measuring
devices and systems and related accessories within the jurisdiction of the
municipal director of weights and measures:**

(1) Scales.

- (i) Up to and including 15 kg (33 lb) capacity..... \$20**
- (ii) Over 15 kg and including 300 kg (661 lb) capacity..... 40**
- (iii) Over 300 kg and including 1,500 kg (3,307 lb) capacity..... 100**

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

(iv) Over 1,500 kg and including 7,000 kg (15,432 lb) capacity	140
(v) Over 7,000 kg and including 23,000 kg (50,706 lb) capacity	\$160
(vi) Over 23,000 kg capacity	\$200
(vii) Tank, batch and crane scales	\$200

(2) Weights--field standard (Class F).

(i) Up to and including 3 kg (7 lb).....	\$8
(ii) Over 3 kg and including 30 kg (66 lb).....	\$16
(iii) Over 30 kg and including 300 kg (661 lb).....	\$32
(iv) Over 300 kg and including 1,200 kg (2,646 lb).....	\$60

(3) Linear field measures.

(i) Up to 1 m (39 in)	\$4
(ii) Over 1 m and including 16 m (52 ft)	\$8
(iii) Over 16 m and including 31 m (102 ft)	\$12
(iv) Over 31 m.....	\$20
(v) Fabric measuring devices	\$20
(vi) Wire and cordage measuring devices	\$40

(4) Liquid measures and devices.

(i) Liquid measures 20 L (5 gal) or less	\$8
(ii) Liquid pump (hand-operated) 20 L (5 gal) or less	\$20

(5) Petroleum dispensing and measuring devices.

(i) Single dispensing pump	\$20
(ii) Dual dispensing pump	\$40
(iii) Blend dispensing pump	\$40
(iv) Grease and oil pump	\$8

(6) Vehicles.

(i) Metering systems 300 L/min (79 gpm) or less	\$100
(ii) Metering systems over 300 L/min	\$120
(iii) Compartment calibration:	
(a) Up to and including 3,000 L (793 gal) capacity	\$40
(b) Over 3,000 L and including 6,000 L (1,585 gal) capacity	\$80
(c) Over 6,000 L and including 12,000 L (3,170 gal) capacity.....	\$120
(d) Over 12,000 L capacity	\$240
(7) Stationary petroleum metering systems.	
(i) Up to and including 400 L/min (106 gpm)	\$100
(ii) Over 400 L/min including 2,000 L/min (528 gpm)	\$120
(iii) Over 2,000 L/min and including 4,000 L/min (1,057 gpm)	\$140
(iv) Over 4,000 L/min.....	\$160
(8) Bulk milk tanks.	
(i) Up to 3,000 L (793 gal) capacity.....	\$40
(ii) Over 3,000 L and including 6,000 L (1,585 gal) capacity	\$80
(iii) Over 6,000 L and including 12,000 L (3,170 gal)	\$120
(iv) Over 12,000 L capacity	\$240
(9) Timing devices.	
(i) All commercially used devices where time is a basis for charge	\$4
except for:	
(ii) Devices owned or operated by governmental agencies	No charge
(10) Taxi meters.....	\$40
(11) Electrical Vehicle Charging Meters	\$100

Edward Gordon

cc All
Rules

Reso

From: Putnam Co Legislature
Subject: FW: Resolution for Rules - Weights & Measures
Attachments: Reso Weights and Measures Amendment to Fee Schedule.docx; Redline Reso Weights and Measures Amendment to Fee Schedule.docx

From: Conrad Pasquale <conrad.pasquale@putnamcountyny.gov>
Sent: Wednesday, April 23, 2025 9:17:47 AM
To: Diane Schonfeld <Diane.Schonfeld@putnamcountyny.gov>
Cc: Michael Budzinski <Michael.Budzinski@putnamcountyny.gov>
Subject: Resolution for Rules - Weights & Measures

Good morning Diane,

On behalf of the Department of Consumer Affairs, please include the following item in the upcoming Rules Agenda.

Enclosed for consideration by the Legislature is a proposed resolution that will amend the fee schedule for inspections conducted by Weights & Measures. The amendment is minimal and the schedule has not been changed since 1990 per Consumer Affairs. This change is precipitated by a modification of the fee schedule put forth by the state.

I am copying the Director of Consumer Affairs and ask that he be present to answer any questions had by the Legislature.

Please let me know if you need anything further.

Conrad J. Pasquale

Senior Deputy County Attorney
Putnam County Department of Law
48 Gleneida Avenue
Carmel, New York 10512
(845) 808-1150 Ext. 49411
Fax (845) 808-1903

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RESOLUTION

APPROVAL/WEIGHTS AND MEASURES/FEE SCHEDULE/SCHEDULES OF MAXIMUM FEES PERMITTED FOR INSPECTION

WHEREAS, that section 220.3 (a) of Title 1 NYCRR of the Agriculture and Markets Law has recently been amended; and

WHEREAS, that under Article 16 of the Agriculture and Markets Law, these modifications permit the municipal Director of Weights and Measures in municipalities of less than 2 (two) million inhabitants to increase maximum fees for certain services; and

WHEREAS, that these fees have not been changed since 1990; and

WHEREAS, the Rules and Enactments Committee of the Putnam County Legislature recommends the adoption of the amended fee schedule; now therefore be it

RESOLVED, that effective June 1, 2026, the fees charged by the Department of Weights and Measures shall be raised and set at the maximum amount listed below; and be it further

RESOLVED, that the Department of Weights and Measures shall prepare and send a notice to all those providing services impacted by these fees outlining the changes.

*The following fee schedule sets forth the maximum amounts that may be collected for each inspection, or reinspection after repair, and each testing, or retesting after repair, of all weights and measures, weighing and measuring devices and systems and related accessories within the jurisdiction of the municipal director of weights and measures:

(1) Scales.

(i) Up to and including 15 kg (33 lb) capacity.....	\$20
(ii) Over 15 kg and including 300 kg (661 lb) capacity.....	40
(iii) Over 300 kg and including 1,500 kg (3,307 lb) capacity.....	100
(iv) Over 1,500 kg and including 7,000 kg (15,432 lb) capacity.....	140
(v) Over 7,000 kg and including 23,000 kg (50,706 lb) capacity.....	\$160
(vi) Over 23,000 kg capacity	\$200
(vii) Tank, batch and crane scales.....	\$200

(2) Weights--field standard (Class F).

(i) Up to and including 3 kg (7 lb).....	\$8
--	-----

- (ii) Over 3 kg and including 30 kg (66 lb).....\$16
- (iii) Over 30 kg and including 300 kg (661 lb).....\$32
- (iv) Over 300 kg and including 1,200 kg (2,646 lb).....\$60

(3) Linear field measures.

- (i) Up to 1 m (39 in).....\$4
- (ii) Over 1 m and including 16 m (52 ft)\$8
- (iii) Over 16 m and including 31 m (102 ft)\$12
- (iv) Over 31 m\$20
- (v) Fabric measuring devices.....\$20
- (vi) Wire and cordage measuring devices.....\$40

(4) Liquid measures and devices.

- (i) Liquid measures 20 L (5 gal) or less.....\$8
- (ii) Liquid pump (hand-operated) 20 L (5 gal) or less.....\$20

(5) Petroleum dispensing and measuring devices.

- (i) Single dispensing pump\$20
- (ii) Dual dispensing pump\$40
- (iii) Blend dispensing pump.....\$40
- (iv) Grease and oil pump\$8

(6) Vehicles.

- (i) Metering systems 300 L/min (79 gpm) or less\$100
- (ii) Metering systems over 300 L/min\$120
- (iii) Compartment calibration:
 - (a) Up to and including 3,000 L (793 gal) capacity.....\$40
 - (b) Over 3,000 L and including 6,000 L (1,585 gal) capacity\$80
 - (c) Over 6,000 L and including 12,000 L (3,170 gal) capacity\$120

(d) Over 12,000 L capacity	\$240
(7) Stationary petroleum metering systems.	
(i) Up to and including 400 L/min (106 gpm)	\$100
(ii) Over 400 L/min including 2,000 L/min (528 gpm)	\$120
(iii) Over 2,000 L/min and including 4,000 L/min (1,057 gpm)	\$140
(iv) Over 4,000 L/min.....	\$160
(8) Bulk milk tanks.	
(i) Up to 3,000 L (793 gal) capacity	\$40
(ii) Over 3,000 L and including 6,000 L (1,585 gal) capacity	\$80
(iii) Over 6,000 L and including 12,000 L (3,170 gal)	\$120
(iv) Over 12,000 L capacity.....	\$240
(9) Timing devices.	
(i) All commercially used devices where time is a basis for charge	\$4
except for:	
(ii) Devices owned or operated by governmental agencies	No charge
(10) Taxi meters	\$40
(11) Electrical Vehicle Charging Meters	\$100

RESOLUTION

APPROVAL/WEIGHTS AND MEASURES/FEE SCHEDULE/SCHEDULES OF MAXIMUM
FEES PERMITTED FOR INSPECTION

WHEREAS, that section 220.3 (a) of Title 1 NYCRR of the Agriculture and Markets Law has recently been amended; and

WHEREAS, that under Article 16 of the Agriculture and Markets Law, these modifications permit the municipal Director of Weights and Measures in municipalities of less than 2 (two) million inhabitants to increase maximum fees for certain services; and

WHEREAS, that these fees have not been changed since 1990; and

WHEREAS, the Rules and Enactments Committee of the Putnam County Legislature recommends the adoption of the amended fee schedule; now therefore be it

RESOLVED, that effective June 1, 2026, the fees charged by the Department of Weights and Measures shall be raised and set at the maximum amount listed below; and be it further

RESOLVED, that the Department of Weights and Measures shall prepare and send a notice to all those providing services impacted by these fees outlining the changes.

*The following fee schedule sets forth the maximum amounts that may be collected for each inspection, or reinspection after repair, and each testing, or retesting after repair, of all weights and measures, weighing and measuring devices and systems and related accessories within the jurisdiction of the municipal director of weights and measures:

(1) Scales.

- (i) Up to and including 15 kg (33 lb) capacity..... \$20
 - ~~(a) for each of the first five scales per establishment..... \$20~~
 - ~~(b) for each scale per establishment after the first five 10~~
- (ii) Over 15 kg and including 300 kg (661 lb) capacity.....40
- (iii) Over 300 kg and including 1,500 kg (3,307 lb) capacity..... 100
- (iv) Over 1,500 kg and including 7,000 kg (15,432 lb) capacity 140
- (v) Over 7,000 kg and including 23,000 kg (50,706 lb) capacity\$160
- (vi) Over 23,000 kg capacity\$200
- (vii) Tank, batch and crane scales.....\$200

(2) Weights--field standard (Class F).

(i) Up to and including 3 kg (7 lb).....	\$8
(ii) Over 3 kg and including 30 kg (66 lb).....	\$16
(iii) Over 30 kg and including 300 kg (661 lb).....	\$32
(iv) Over 300 kg and including 1,200 kg (2,646 lb).....	\$60

(3) Linear field measures.

(i) Up to 1 m (39 in).....	\$4
(ii) Over 1 m and including 16 m (52 ft)	\$8
(iii) Over 16 m and including 31 m (102 ft)	\$12
(iv) Over 31 m	\$20
(v) Fabric measuring devices	\$20
(vi) Wire and cordage measuring devices.....	\$40

(4) Liquid measures and devices.

(i) Liquid measures 20 L (5 gal) or less	\$8
(ii) Liquid pump (hand-operated) 20 L (5 gal) or less	\$20

(5) Petroleum dispensing and measuring devices.

(i) Single dispensing pump	\$20
(ii) Dual dispensing pump	\$40
(iii) Blend dispensing pump.....	\$40
(iv) Grease and oil pump	\$8

(6) Vehicles.

(i) Metering systems 300 L/min (79 gpm) or less	\$100
(ii) Metering systems over 300 L/min	\$120
(iii) Compartment calibration:	
(a) Up to and including 3,000 L (793 gal) capacity.....	\$40

(b) Over 3,000 L and including 6,000 L (1,585 gal) capacity	\$80
(c) Over 6,000 L and including 12,000 L (3,170 gal) capacity	\$120
(d) Over 12,000 L capacity	\$240
(7) Stationary petroleum metering systems.	
(i) Up to and including 400 L/min (106 gpm)	\$100
(ii) Over 400 L/min including 2,000 L/min (528 gpm)	\$120
(iii) Over 2,000 L/min and including 4,000 L/min (1,057 gpm)	\$140
(iv) Over 4,000 L/min	\$160
(8) Bulk milk tanks.	
(i) Up to 3,000 L (793 gal) capacity	\$40
(ii) Over 3,000 L and including 6,000 L (1,585 gal) capacity	\$80
(iii) Over 6,000 L and including 12,000 L (3,170 gal)	\$120
(iv) Over 12,000 L capacity	\$240
(9) Timing devices.	
(i) All commercially used devices where time is a basis for charge	\$4
except for:	
(ii) Devices owned or operated by governmental agencies	No charge
(10) Taxi meters	\$40
(11) Electrical Vehicle Charging Meters	\$100

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#6j

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

**APPROVAL – BUDGETARY AMENDMENT (25A035) – DPW – STATE OF
 EMERGENCY STORM DAMAGE 7/9/23**

WHEREAS, pursuant to Resolutions #160 and #244 of 2023, an amount of \$1 million and \$500,000 respectively was transferred from the General Fund's Reserve to the Capital Fund to respond and cover initial costs associated with emergency measures to repair and reopen various County Roads that endured flood damage from the storm event which occurred throughout Putnam County on July 9, 2023; and

WHEREAS, since that time, FEMA Representatives inspected repair projects located on North Lake Blvd. in Mahopac, Harmony Hill Road in Patterson, and Oscawana Lake Road in Putnam Valley and deemed eligible for reimbursement; and

WHEREAS, both the Commissioners of DPW and Emergency Services have confirmed that all FEMA projects are now officially closed out; and

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (25A035) to close out this Capital Project and replenish the General Fund's Reserve; and

WHEREAS, of the \$1.5 million, \$927,322 will be transferred back to the General Fund for future contingent appropriations; and

WHEREAS, the Physical Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

CAPITAL FUND:

Increase Estimated Revenues:

55197000 439601 52309	State Aid – State of Emergency 7/9/23	72,946
55197000 449601 52309	Federal Aid – State of Emergency 7/9/23	457,750

Increase Appropriations:

55197000 59030 52309	Transfer Out – General Fund	927,322
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Decrease Appropriations:

55197000 53000 52309	CAP Expenditures – State of Emergency 7/9/23	396,626
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 Legislator Addonizio

 Legislator Birmingham

 Legislator Crowley

 Legislator Ellner

 Legislator Gouldman

 Legislator Jonke

 Legislator Montgomery

 Legislator Russo

 Chairwoman Sayegh

GENERAL FUND:

Increase Estimated Revenues:

10131000 428501	Transfer In – Capital Fund	927,322
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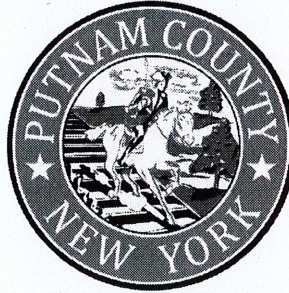
Increase Appropriations:

10199000 54980	General Contingencies	927,322
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2025 Fiscal Impact – (927,322)

2026 Fiscal Impact – 0 –

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: **Budgetary Amendment – 25A035**
DATE: April 18, 2025

2025 APR 25 PM 12:11
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Commissioner of Finance, the following budgetary amendment is recommended.

<u>CAPITAL FUND:</u>			
<u>INCREASE ESTIMATED REVENUES:</u>			
55197000 439601 52309	STATE AID - STATE OF EMERGENCY 7.9.2023	\$	72,946.00
55197000 449601 52309	FEDERAL AID - STATE OF EMERGENCY 7.9.2023	\$	457,750.00
<u>INCREASE APPROPRIATIONS:</u>			
55197000 59030 52309	TRANSFER OUT - GENERAL FUND	\$	927,322.00
<u>DECREASE APPROPRIATIONS:</u>			
55197000 53000 52309	CAP EXPENDITURES - STATE OF EMERGENCY 7.9.2023	\$	396,626.00
<u>GENERAL FUND:</u>			
<u>INCREASE ESTIMATED REVENUES:</u>			
10131000 428501	TRANSFER IN - CAPITAL FUND	\$	927,322.00
<u>INCREASE APPROPRIATIONS:</u>			
10199000 54980	GENERAL CONTINGENCIES	\$	927,322.00
2025 Fiscal Impact (\$927,322)			
2026 Fiscal Impact \$ 0			

Pursuant to Resolution 160 and 244 of 2023, an amount of \$1,000,000 and \$500,000 respectively was transferred from the General Fund's reserves to the Capital Fund to respond and cover initial costs associated with emergency measures to repair and reopen various County Roads that endured flood damage from the storm event which occurred throughout the Putnam County back on July 9, 2023. Since that time, FEMA representatives inspected repair projects located on North Lake Blvd. in Mahopac, Harmony Hill Road in Patterson, and Oscawana Lake Road in Putnam Valley and deemed eligible for reimbursement.

Both the Commissioner of DPW and BES respectively have confirmed that all FEMA projects are now officially closed out. With that said, a proposed budgetary amendment above is to close out this capital project and replenish the General Fund's reserve which is now appropriate to do at this time. Of the \$1.5mm, \$927,322 will be transferred back to the General Fund for future contingent appropriations.

PUTNAM COUNTY LEGISLATURE

Resolution #160

Introduced by Legislator: William Gouldman on behalf of the Physical Services Committee at a Regular Meeting held on August 1, 2023.

page 1

**APPROVAL/ BUDGETARY AMENDMENT (23A045)/ PUBLIC WORKS/ STATE OF EMERGENCY
STORM DAMAGE 7/9/23**

WHEREAS, due to the recent storm on 7/9/23, and the associated flood damage throughout Putnam County, the Administrative Director of the Department of Public Works Thomas Feighery has implemented emergency measures to repair and reopen various County Roads to ensure the safety of vehicular traffic; and

WHEREAS, an allocation of \$1 million has been requested with budgetary amendment (23A045) to cover initial costs associated with said work; and

WHEREAS, engineers (internal and external) have been assigned to conduct a full damage assessment which is ongoing at this point; and

WHEREAS, once this assessment is completed, the Department will have a more comprehensive and accurate damage report, along with the costs associated with the entirety of the required repair work; and

WHEREAS, it is anticipated that the overall amount will exceed the original allocation; and

WHEREAS, the Physical Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

10990100 59020 52309	Transfer Out – Capital Fund	1,000,000
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Increase Estimated Revenues:

10131000 424011	Interest & Earnings	1,000,000
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CAPITAL FUND:

Increase Appropriations:

55197000 53000 52309	State of Emergency Damage 7/09/23	1,000,000
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Increase Estimated Revenues:

55197000 428601 52309	Transfer In – General Fund	1,000,000
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2023 Fiscal Impact – 0 -

2024 Fiscal Impact – 0 -

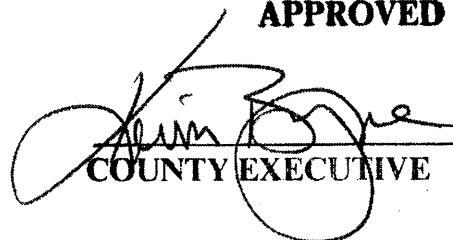
BY POLL VOTE: ALL AYES. LEGISLATOR ADDONIZIO WAS ABSENT. MOTION CARRIES.

APPROVED

State of New York


ss:

County of Putnam

 **COUNTY EXECUTIVE** 8/1/23 **DATE**

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on August 1, 2023.

Dated: August 3, 2023

Signed: 

Diane Schonfeld
Clerk of the Legislature of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #244

Introduced by Legislator: William Gouldman on behalf of the Physical Services Committee at a Regular Meeting held on December 5, 2023.

page 1

APPROVAL/ BUDGETARY AMENDMENT (23A070)/ DEPARTMENT OF PUBLIC WORKS/ STATE OF EMERGENCY STORM DAMAGE 7/9/23

WHEREAS, per Resolution #160 of 2023, \$1 million was allocated to cover initial costs associated with emergency measures to repair and reopen various County Roads that endured flood damage from the storm event which occurred throughout Putnam County on July 9, 2023; and

WHEREAS, repair projects located on North Lake Blvd. in Mahopac, Harmony Hill Road in Patterson, and Oscawana Lake Road in Putnam Valley have been inspected by FEMA representatives and were deemed eligible for full reimbursement; and

WHEREAS, as emergency repairs are still in progress, and the initial allocation of \$1 million is running out, the Commissioner of DPW has requested an additional \$500,000 to continue the necessary repair work; and

WHEREAS, the Physical Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

10990100 59020 52309	Transfer Out – Capital	500,000
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Increase Estimated Revenues:

10131000 424011	Interest & Earnings	500,000
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CAPITAL FUND:

Increase Appropriations:

55197000 53000 52309	State of Emergency Damage 7/9/23	500,000
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Increase Estimated Revenues:

55197000 428601 52309	Transfer In – General	500,000
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2023 Fiscal Impact – 0 –

2024 Fiscal Impact – 0 –

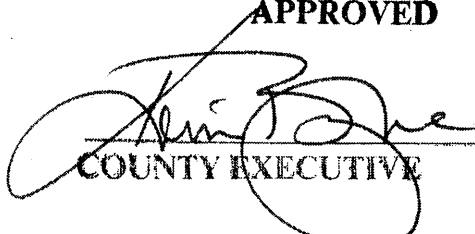
BY POLL VOTE: ALL AYES. LEGISLATOR ADDONIZIO WAS ABSENT. MOTION CARRIES.

APPROVED

State of New York


ss:

County of Putnam


COUNTY EXECUTIVE
DATE 12/12/23

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on December 5, 2023.

Dated: December 7, 2023

Signed: 

Diane Schonfeld

Clerk of the Legislature of Putnam County

#6K

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

APPROVAL – BUDGETARY AMENDMENT (25A042) – DPW – ADDITIONAL FUNDING - CAPITAL PROJECT 52511 – MYRTLE AVENUE @ ROUTE 6N - GARAGE ROOF REPAIR

WHEREAS, the Capital Project Committee approved \$350,000 for a 2025 Capital Project 52511 – Myrtle Avenue @ Route 5N Garage Roof Replacement; and

WHEREAS, the Commissioner of DPW has requested a budgetary amendment (25A042) for additional funding of \$200,000 to advertise this project for bid so that the roof, currently in poor condition, can be replaced with some immediacy; and

WHEREAS, in the detailed development of project plans and specifications with our contracted consultant, unforeseen issues, which will need to be rectified, were identified including an expanded roof membrane demolition, asbestos remediation, and garage door structural modifications; and

WHEREAS, the Physical Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

CAPITAL FUND:

Increase Estimated Revenues:

55197000 428601 52511	Transfer In – General Fund	200,000
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Increase Appropriations:

55197000 53000 52511	Capital Exp. – Myrtle Ave @ Rte 6N Garage Roof Repair	200,000
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GENERAL FUND:

Decrease Appropriations:

10199000 54980	General Contingencies	200,000
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Increase Appropriations:

10199000 59020	Transfer Out – Capital Fund	200,000
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2025 Fiscal Impact – \$200,000

2026 Fiscal Impact – 0 –

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

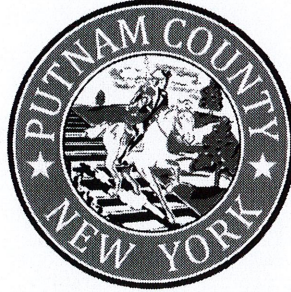
Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk

FROM: Michael J. Lewis, Commissioner of Finance – MJL

RE: **Budgetary Amendment – 25A042**

DATE: May 12, 2025

2025 MAY 13 PM 12:21
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Commissioner of Public Works, the following budgetary amendment is recommended.

CAPITAL FUND:

INCREASE ESTIMATED REVENUES:

55197000 428601 52511	TRANSFER IN - GENERAL FUND	\$ 200,000.00
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INCREASE APPROPRIATIONS:

55197000 53000 52511	CAPITAL EXPENDITURES - MYRTLE AVE @ RTE6N	\$ 200,000.00
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GENERAL FUND:

DECREASE APPROPRIATIONS:

10199000 54980	GENERAL CONTINGENCIES	\$ 200,000.00
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INCREASE APPROPRIATIONS:

10199000 59020	TRANSFER OUT - CAPITAL FUND	\$ 200,000.00
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2025 Fiscal Impact \$0
2026 Fiscal Impact \$0

Please refer to Commissioner Feighery's memorandum regarding the additional funding to support the Garage Roof Repair at Myrtle Avenue @ Route 6N.



MEMORANDUM

TO: Mike Lewis, Commissioner of Finance

FROM: Thomas Feighery
Commissioner of DPW

CC: Alexis M. Hawley, Asst. Supervisor of Planning & Design
Joe Bellucci, Deputy Commissioner of Public Works
Diane Schonfeld, Legislative Clerk
Michele Sharkey, County Auditor

DATE: May 9, 2025

RE: AMEND CAPITAL PROJECT 52511- Myrtle Ave @ RTE 6N Garage Roof Repair

Please accept this letter of necessity for the Legislature to consider the budgetary amendment to Capital Project 52511- Myrtle Ave @ RTE 6N Garage Roof Repair in the amount of \$200,000.

This funding will allow the Department of Public Works to advertise this project for bid so that the roof, currently in poor condition, can be replaced with some immediacy. In the detailed development of project plans and specifications with our contracted consultant, unforeseen issues, which will need to be rectified, were identified including an expanded roof membrane demolition, asbestos remediation and garage door structural modifications.

The Administration and the Capital Committee have reviewed this request and are in support of its presentation for consideration at the Physical Services Committee meeting.

The associated budgetary backup information is attached.

#6L

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

APPROVAL – BUDGETARY AMENDMENT (25A043) – DPW – ADDITIONAL FUNDING – CAPITAL PROJECT 52510 – YOUTH BUREAU REALLOCATION – TILLY FOSTER FARM

WHEREAS, the Capital Project Committee approved \$125,000 for a 2025 Capital Project 52510 – Youth Bureau Reallocation; and

WHEREAS, the Commissioner of DPW has requested a budgetary amendment (25A043) for additional funding of \$190,000 to proceed with this project and realize our desired completion date of August 31, 2025; and

WHEREAS, during the demolition phase of the existing building, unanticipated issues, including structural deficiencies and the presence of asbestos and lead were discovered and will need to be remedied in order to successfully continue to move this project forward; and

WHEREAS, the Physical Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

CAPITAL FUND:

Increase Estimated Revenues:

55197000 428601 52510 Transfer In – General Fund 190,000

Increase Appropriations:

55197000 53000 52510 Capital Exp.- Youth Bureau Reallocation 190,000

GENERAL FUND:

Decrease Appropriations:

10199000 54980 General Contingencies 190,000

Increase Appropriations:

10990100 59020 Transfer Out – Capital Fund 190,000

2025 Fiscal Impact - \$190,000

2026 Fiscal Impact – 0 –

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

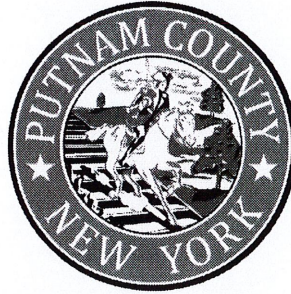
Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*
RE: **Budgetary Amendment – 25A043**
DATE: May 13, 2025

2025 MAY 13 PM 12:21
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Commissioner of Public Works, the following budgetary amendment is recommended.

CAPITAL FUND:

INCREASE ESTIMATED REVENUES:

55197000 428601 52510	TRANSFER IN - GENERAL FUND	\$ 190,000.00
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INCREASE APPROPRIATIONS:

55197000 53000 52510	CAPITAL EXPENDITURES - YOUTH BUREAU REALLOCATION	\$ 190,000.00
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GENERAL FUND:

DECREASE APPROPRIATIONS:

10199000 54980	GENERAL CONTINGENCIES	\$ 190,000.00
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INCREASE APPROPRIATIONS:

10990100 59020	TRANSFER OUT - CAPITAL FUND	\$ 190,000.00
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2025 Fiscal Impact \$190,000

2026 Fiscal Impact \$0

Please refer to Commissioner Feighery's memorandum regarding the additional funding to support the continuation of the Youth Bureau Reallocation.



MEMORANDUM

TO: Mike Lewis, Commissioner of Finance

FROM: Thomas Feighery
Thomas Feighery
Commissioner of DPW

CC: Alexis M. Hawley, Asst. Supervisor of Planning & Design
Joe Bellucci, Deputy Commissioner of Public Works
Diane Schonfeld, Legislative Clerk
Michele Sharkey, County Auditor

DATE: May 12, 2025

RE: AMEND CAPITAL PROJECT 52510- Youth Bureau Reallocation

Please accept this memorandum as a letter of necessity for the Legislature to consider the amended Capital Projects 52510- Youth Bureau Reallocation in the amount of \$190,000.

This funding will allow the Department of Public Works to proceed with this project and realize our desired completion date of August 31, 2025. During the demolition phase of the existing building, unanticipated issues, including structural deficiencies and the presence of asbestos and lead were discovered and will need to be remedied in order to successfully continue to move this project forward.

The Administration and the Capital Committee have reviewed this request and are in support of its presentation for consideration at the Physical Services Committee meeting.

The associated budgetary backup information is attached.

#6m

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

APPROVAL – BUDGETARY AMENDMENT (25A044) – DPW – ADDITIONAL FUNDING – WASTEWATER TREATMENT PLANT

WHEREAS, in January 2025, the Wastewater Treatment Plant (WWTP) operator notified the County that they would be terminating their contract as of April 1, 2025 for financial reasons; and

WHEREAS, the County released an RFP to solicit proposals from potential new WWTP operators, which no one responded to; and

WHEREAS, after ongoing discussions, the current operator agreed to stay until June 1, 2025, along with other area WWTP operators, to seek a resolution/replacement; and

WHEREAS, while discussions have been positive, market conditions indicate that the operation of our WWTP will increase from \$1,425.00 per month to \$4,000.00 per month moving forward based on informal proposals received thus far; and

WHEREAS, for the remaining eight (8) months of the year, there is an anticipated shortfall of \$20,600.00; and

WHEREAS, this increased cost will be shared with the NYCDEP through our O&M Agreement at a split of 54.4% DEP \$11,206.40 and 45.6% County \$9,393.60; and

WHEREAS, said agreement is structured as a reimbursement and therefore the County must pay the entirety of the operator's contract cost before we are reimbursed; and

WHEREAS, additionally two (2) Aeration Blowers are in need of immediate replacement at a cost of \$29,946.98 for hardware, configuration, installation, and setup, with costs being shared with NYCDEP; and

WHEREAS, NYCDEP will reimburse the County 75% of the cost; and

WHEREAS, the Commissioner of DPW has requested a budgetary amendment (25A044) in the amount of \$68,000 to fund ongoing O&M costs, future repairs, and other related O&M expenses; and

WHEREAS, the Physical Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

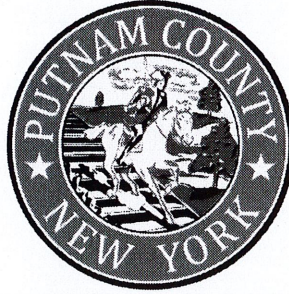
Legislator Russo

Chairwoman Sayegh

GENERAL FUND:

Increase Appropriations:		
10085000 54632	Wastewater Sewer Charges	68,000
Decrease Appropriations:		
10199000 54980	General Contingencies	68,000
2025 Fiscal Impact - \$68,000		
2026 Fiscal Impact – 0 –		

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*
RE: **Budgetary Amendment – 25A044**
DATE: May 13, 2025

2025 MAY 13 PM 12:21
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Commissioner of Public Works, the following budgetary amendment is recommended.

GENERAL FUND:

INCREASE APPROPRIATIONS:

10085000 54632	WASTE WATER SEWER CHARGES	\$	68,000.00
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DECREASE APPROPRIATIONS:

10199000 54980	GENERAL CONTINGENCIES	\$	68,000.00
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2025 Fiscal Impact \$68,000

2026 Fiscal Impact \$TBD

Please refer to Commissioner Feighery's memorandum regarding the additional funding to support the O&M costs, future repairs, et al for the Waste Water Treatment Plant.



MEMORANDUM

TO: Mike Lewis, Commissioner of Finance

FROM: Thomas Feighery
Commissioner of DPW

CC: Alexis M. Hawley, Asst. Supervisor of Planning & Design
Joe Bellucci, Deputy Commissioner of Public Works
Diane Schonfeld, Legislative Clerk
Michele Sharkey, County Auditor

DATE: May 12, 2025

RE: LETTER OF NECESSITY- AMEND ORG 10085000, OBJECT 54632 -WASTEWATER
SEWER CHARGES

In January of this year, we were noticed by our current WWTP operator that they would be terminating their contract with the County as of April 1, 2025 for financial reasons. Soon thereafter, the County released an RFP to solicit proposals from potential new WWTP operators. Unfortunately, no one responded to the RFP. Since that time, we have had ongoing discussions with our current operator (who has agreed to stay on until June 1, 2025) along with other area WWTP operators to seek a resolution/replacement. While discussions have been positive, market conditions indicate that the operation of our WWTP plant will increase from the \$1,425.00 per month we are currently paying to \$4,000.00 per month going forward based on informal proposals received thus far. Therefore, for the remaining eight months of the year, we are anticipating a shortfall of \$20,600.00. This increase in cost will be shared with the NYCDEP through our O&M Agreement at a split of 54.4% DEP (\$11,206.40) and 45.6% (\$9,393.60) County. However, the O&M Agreement is structured as a reimbursement and therefore the County must pay the entirety of the operator's contract cost before we are reimbursed. We are

therefore respectfully requesting funding in the amount of \$20,600.00 to supplement the monthly cost of WWTP operation services for the remainder of 2025.

Additionally, two aeration blowers are in need of immediate replacement and will need to be replaced at a cost of \$29,946.98 for hardware, configuration, installation and setup. These costs will be shared with NYCDEP as well with NYCDEP ultimately reimbursing the County 75% (\$22,460.24) of the expense.

The cost of the replacement of the aeration blowers alone will deplete this operating line in its entirety. Therefore, this request is for \$68,000 to replenish this operating line to fund ongoing O&M costs, future repairs and other related O&M expenses, all funded by this budget line.

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

**APPROVAL – BUDGETARY AMENDMENT (25A045) – SOIL & WATER
 CONSERVATION DISTRICT – PERFORMANCE MEASURES – PART C FUNDS**

**WHEREAS, the Soil & Water Conservation Board voted to utilize
 Performance Measures funding in the amount of \$10,079 held in the Soil & Water
 Conservation District Trust Fund Account “Part C” for a Summer Intern; and**

**WHEREAS, the intern will work for 13 weeks, 40 hours per week, starting
 May 26, 2025; and**

**WHEREAS, the internship is part of the Soil & Water program’s (2b)
 Performance Measure for Outreach and Education; and**

**WHEREAS, the intern will be working on a range of projects including
 MS4/GIS mapping compliance, field inspections, GPS applications, and producing
 informational brochures; and**

**WHEREAS, the Physical Services Committee and the Audit &
 Administration Committee have reviewed and approved said budgetary
 amendment; now therefore be it**

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

10874500 51094	S&W Temporary	9,360
10874500 58002	S&W Social Security	719
		10,079

Increase Estimated Revenues:

10874500 439105	S&W Performance Measures – Part C	10,079
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2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

 Legislator Addonizio

 Legislator Birmingham

 Legislator Crowley

 Legislator Ellner

 Legislator Gouldman

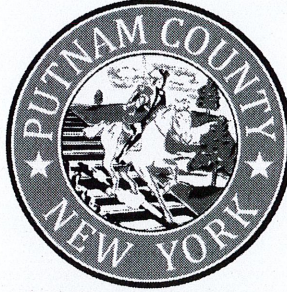
 Legislator Jonke

 Legislator Montgomery

 Legislator Russo

 Chairwoman Sayegh

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*
RE: **Budgetary Amendment – 25A045**
DATE: May 13, 2025

2025 MAY 13 PM 4:20
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Soil & Water Conversation Manager, the following budgetary amendment is recommended.

GENERAL FUND:

INCREASE APPROPRIATIONS:

10874500 51094	S&W - Temporary	\$	9,360.00
10874500 58002	S&W - SOCIAL SECURITY	\$	719.00

INCREASE ESTIMATED REVENUES:

10874500 439105	S&W - Performance Measures - Part C	\$	10,079.00
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2025 Fiscal Impact \$ 0

2026 Fiscal Impact \$ 0

Please refer to the attached memorandum from the Soil & Water Conversation Manager for further explanation.

Please forward it to the appropriate committee.



M E M O R A N D U M

To: Diane Schonfeld, Clerk of the Legislature
From: Neal Tomann, Putnam County Soil & Water District
Date: March 6, 2025
Re: Physical Services Meeting – May 19, 2025

I would respectfully like to request an agenda item for the May 19th, 2025 Physical Services meeting.

At the April 30, 2025, meeting of the Putnam County Soil & Water Conservation District the board unanimously approved a \$10,079 Part C expenditure for a summer intern. The intern will be with us for 13 weeks, 40 hours per week, starting May 26th.

The internship is part of the Soil & Water program's (2b) Performance Measure for Outreach and Education. The intern will be working on a range of projects including MS4/GIS mapping compliance, field inspections, GPS applications and producing informational brochures.

I request this item be considered for approval by the Legislature. I've attached a project schedule and an email from my supervisor at New York State Agriculture and Markets confirming this is an eligible Part C expenditure.

Thank you for your consideration.

Diane Schonfeld

From: Luskin, Ben (AGRICULTURE) <Ben.Luskin@agriculture.ny.gov>
Sent: Monday, April 21, 2025 3:51 PM
To: Joseph Bellucci; Neal Tomann; Thomas Feighery
Subject: RE: April '25 Part C funding requests.

PUTNAM COUNTY NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER! DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

These are all eligible Part C expenses if the district board feels that they are appropriate conservation projects to spend the funds on.

From: Joseph Bellucci <Joseph.Bellucci@putnamcountyny.gov>
Sent: Thursday, April 17, 2025 1:30 PM
To: Neal Tomann <Neal.Tomann@putnamcountyny.gov>; Thomas.Feighery@putnamcountyny.gov
Cc: Luskin, Ben (AGRICULTURE) <Ben.Luskin@agriculture.ny.gov>
Subject: RE: April '25 Part C funding requests.

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Neal,

We will need \$10,076.04 in temp funds for the internship. Assuming she is working 8 hour days 5 days a week for 13 weeks, 40 hours week x 13 weeks = 520 hours x \$18/hr + \$716.04 FICA = \$10,076.04.

Thanks,

Joe

From: Neal Tomann <Neal.Tomann@putnamcountyny.gov>
Sent: Thursday, April 17, 2025 11:38 AM
To: Thomas Feighery <Thomas.Feighery@putnamcountyny.gov>; Joseph Bellucci <Joseph.Bellucci@putnamcountyny.gov>
Cc: Ben.Luskin@agriculture.ny.gov
Subject: April '25 Part C funding requests.

Good morning.

I am preparing the April 30 Soil & Water board meeting agenda. One of the items on the agenda is a request to approve Part C funding for the following:

- The Desmond Fish Library is requesting \$6000 for a solar panel installation. (see attached)
- Glynwood is requesting \$68,000 to remove 1500 cubic yards of material from the site and process local stone into rip – rap. (see attached)

- Funds for hiring a 2025 summer intern. (Projects will include GIS mapping updates, culvert assessments and gathering data for stormwater retrofit prioritization.)

For the internship, I can provide the back-up for what the intern will be tasked with. What I need is the cost. How much do we need to request for a salary.

The agenda will go out on Monday the 21st or Friday the 25th depending on the feedback I get on this and other pending agenda items.

I have cc'd Ben Luskin from the NYSWCC here for feedback.

As these requests move through the process, I would like to have confirmation from Ag & Markets on hand stating that these projects are a legitimate use of Part C funds.

Thank you

NT.

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

APPROVAL – BUDGETARY AMENDMENT (25A048) – DPW – CHIPS 2025-2026

WHEREAS, approved \$1,200,000.00 in funding for CHIPS in the County's 2025 budget; and

WHEREAS, the Commissioner of DPW was recently notified that the County's actual 2025-2026 CHIPS allotment from New York State is \$2,031,356.00 which is \$831,356.00 more than originally authorized during our budget process; and

WHEREAS, the Commissioner of DPW has requested a budgetary amendment (25A048) to amend the 2025 CHIPS County Capital Project budget to equal the adopted NYS Budget; and

WHEREAS, the Physical Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

Increase Appropriations:

55112000 53000 52513 CHIPS State FY2025-2026 831,356

Increase Estimated Revenues:

55112000 435011 52513 State Aid – CHIPS FY2025-2026 831,356

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

 Legislator Addonizio

 Legislator Birmingham

 Legislator Crowley

 Legislator Ellner

 Legislator Gouldman

 Legislator Jonke

 Legislator Montgomery

 Legislator Russo

 Chairwoman Sayegh

cc: all
other business
Phys. 5/19/25
Reso

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk

FROM: Michael J. Lewis, Commissioner of Finance – *MJL*

RE: **Budgetary Amendment – 25A048**

DATE: May 19, 2025

2025 MAY 19 PM 3:32
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Commissioner of Finance, the following budgetary amendment is required.

Increase Appropriations:

55112000 53000 52513	CHIPS SFY 2025-26	\$ 831,356
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Increase Estimated Revenues:

55112000 435011 52513	State Aid - CHIPS SFY 2025-26	\$ 831,356
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Fiscal Impact - 2025 - \$ 0

Fiscal Impact - 2026 - \$ 0

This Resolution is required to amend the 2025 CHIPS County capital project budget to equal the adopted NYS Budget. Please find attached correspondence from the NYS Department of Transportation.

Please forward to the appropriate committee.



MEMORANDUM

TO: Mike Lewis, Commissioner of Finance

FROM: Thomas Feighery
Commissioner of DPW

CC: Alexis M. Hawley, Asst. Supervisor of Planning & Design
Joe Bellucci, Deputy Commissioner of Public Works
Brian Whitten, Supervisor of Maintenance & Construction
Diane Schonfeld, Legislative Clerk
Michele Sharkey, County Auditor

DATE: May 19, 2025

RE: Physical Services Meeting – May 19, 2025

Please accept this memorandum as a letter of necessity for consideration as other business at tonight's Physical Services Committee meeting for additional CHIPS funding. During the County's 2025 budget process, CHIPS was authorized for \$1,200,000 in funding. The Department of Public Works was notified late last week that our actual 2025-2026 CHIPS allotment from New York State is \$2,031,356.00, \$831,356 more than originally authorized during our budget process. Consideration for this additional funding tonight and authorization at the June Full Legislative meeting will allow us to have access to this funding more immediately so that we may continue to progress our paving work as scheduled. Should we need to hold until the June Physical Services Committee and authorization at the July Full Legislative meeting, paving progress and pricing may be impacted.

We appreciate the consideration.



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

May 15, 2025

THOMAS FEIGHERY
COMMISSIONER OF PUBLIC WORKS
COUNTY OF PUTNAM
842 FAIR ST
CARMEL NY 10512

Dear Mr. FEIGHERY:

The 2025-26 State Budget provides funding to support the repair, rehabilitation, and modernization of local roads and bridges. The Budget includes \$648.1 million in Consolidated Local Street and Highway Improvement Program (CHIPS) funding, \$150 million in PAVE-NY funding, and \$100 million in Extreme Winter Recovery (EWR) funding, \$140 million in State Touring Route (STR) funding and \$100 million in Pave Our Potholes (POP). Also included are reappropriations of rollover funds remaining from previous State fiscal year CHIPS, PAVE-NY, EWR, STR and POP appropriations. Please provide a copy of this letter to the chief financial officer for your municipality.

The next quarterly SFY 2025-26 CHIPS, PAVE-NY, EWR and POP reimbursements are scheduled to be made on July 03, 2025. Requests for the July payments must be for expenditures made on or after January 3, 2024 through May 29, 2025. Refer to the Program Guidelines on the CHIPS website (www.dot.ny.gov/programs/chips) regarding eligible project activities and program requirements. The County of Putnam has the following funding amounts available for the July payments.

Program	Cumulative Rollover Balance	25-26 Apportionment Balance	Total Balance
CHIPS	\$929,703.02	\$1,315,044.16	\$2,244,747.18
PAVE NY	\$0.00	\$326,587.58	\$326,587.58
EWR	\$0.00	\$171,998.68	\$171,998.68
POP	\$0.00	\$217,725.05	\$217,725.05

The instructions for applying for the July 03, 2025 reimbursements are located on the back of this letter and on the CHIPS website. The New York State Department of Transportation (NYSDOT) Regional Office must receive all program payment submission items no later than **June 06, 2025**. Please sign the certification on each page of the reimbursement request forms and keep a copy of the completed forms for your files. Your NYSDOT municipal code for entry on the forms is 840000.

Municipalities may mail or e-mail their Documentation Checklists, reimbursement request forms, and supporting documentation to their NYSDOT Region. Guidance for e-mail submissions may be obtained on the CHIPS website. Contact information:

Giselle Conrad
NYSDOT Regional CHIPS Representative
New York State Department of Transportation
4 Burnett Boulevard
Poughkeepsie, NY 12603
dot.sm.r08.CHIPS@dot.ny.gov

If you have any questions, please contact Giselle Conrad at 845-431-5731.

Respectfully yours,

Matthew T. Haas
Director, Office of Integrated Modal Services

***Please note:** The balance columns now read, from left to right: Cumulative Rollover Balance, Current SFY Apportionment Balance, and Total Balance.

INSTRUCTIONS FOR APPLYING FOR REIMBURSEMENT

Each program payment submission should include a Documentation Checklist (found on the CHIPS website, under Forms and Instructions), summary reports of Checklist information, ADA compliant curb ramp photos (if applicable), invoices, and proof of payment. **Failure to submit the required supporting documentation for each program payment submission may delay the processing of your reimbursement requests.**

**APPLYING FOR CHIPS/PAVE-NY/EWR/POP CAPITAL PAYMENT FUNDS
REMAINING FROM PREVIOUS STATE FISCAL YEARS (ROLLOVER FUNDS)
AND/OR CURRENT STATE FISCAL YEAR CAPITAL FUNDS**

WHAT ARE ROLLOVER FUNDS? "Rollover" funds are a municipality's unreimbursed CHIPS/PAVE-NY/EWR/POP Capital funds from one or more previous State Fiscal Year (SFY) apportionments.

HOW DO YOU KNOW IF YOU HAVE ROLLOVER FUNDS AVAILABLE? For municipalities with rollover funds remaining, the total cumulative rollover amount available is stated in the letter on the reverse of these instructions.

RULES FOR REIMBURSEMENT OF ROLLOVER FUNDS:

- A. There is an 18-month look back cut-off date for this payment. This means that **expenditures incurred prior to the date indicated in the letter would not be eligible for reimbursement**, even if a municipality has rollover balances from an earlier CHIPS/PAVE-NY/EWR/POP apportionment.
- B. Eligible expenditures made for CHIPS/PAVE-NY/EWR/POP Capital projects between the dates noted in the letter will be eligible for reimbursement from the CHIPS/PAVE-NY/EWR/POP Capital rollover fund balances before any payment can be made from the current CHIPS/PAVE-NY/EWR/POP Capital apportionment.

SHOWING THE USE OF ROLLOVER FUNDS AND CURRENT STATE FISCAL YEAR FUNDS ON THE REIMBURSEMENT REQUEST FORMS FOR THE CURRENT CHIPS (CP73) /PAVE-NY (CP75) /EWR (CP74) /POP (CP75) CAPITAL PAYMENT

Requestors can enter expenditure dates that cross state fiscal years on the CHIPS/PAVE-NY/EWR/POP form(s).

- 1. The beginning expenditure date entered for this payment should be the 18-month look back cut-off date referenced in the letter; expenditures incurred prior to this date would **not** be eligible for reimbursement.
- 2. The ending expenditure date entered for this payment should be the ending expenditure date referenced in the letter.

NOTE: THE CERTIFICATION SIGNATURE DATE ENTERED ON THE CP73/CP74/CP75(s) MUST FALL WITHIN OR AFTER THE EXPENDITURE DATES WHICH WERE ENTERED ON SUCH FORMS BUT SHOULD NOT OCCUR AFTER THE SCHEDULED PAYMENT DATE FOR THIS PAYMENT CYCLE.

#6p

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

APPROVAL – DEPARTMENT OF PUBLIC WORKS – USE OF CAPITAL FACILITY RESERVE – AMEND (19CP06) – (Hire Professional Architectural and/or Engineering Services)

WHEREAS, by Resolution #97 of 2019, the Putnam County Legislature approve the use of the Capital Facility Reserve fund for Project #19CP06 – Hire Professional Architectural and/or Engineering Services, at a cost not to exceed \$100,000; and

WHEREAS, by Resolutions #107 of 2022, #97 of 2023, and #221 of 2024, the Putnam County Legislature approved amendments to Project #19CP06, adding additional funding of \$130,000; and

WHEREAS, the use of outside consultants continues to be necessary; and

WHEREAS, the Commissioner of DPW has proposed an additional amount of \$160,000 from the Capital Facility Reserve fund to allow the department to continue to move projects forward through the use of outside consultants; and

WHEREAS, the Physical Services Committee has reviewed and approved this request; now therefore be it

RESOLVED, that the Putnam County Legislature approves and authorizes the expenditure of \$160,000 from the Capital Facility Reserve fund budget line 55197000 53000 51509 as follows:

19CP06 – Hire Professional Architectural and/or Engineering Services

\$ 100,000 – Approved by Resolution #97 of 2019
30,000 – Approved by Resolution #107 of 2022
50,000 – Approved by Resolution #97 of 2023
50,000 – Approved by Resolution #221 of 2024
160,000 – Additional Funding
\$ 390,000 – Total Project cost not to exceed

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

JOHN TULLY
Commissioner



*cc: all
phys Reso*

KEVIN M. BYRNE
County Executive

DEPARTMENT OF GENERAL SERVICES
PURCHASING

MEMORANDUM

TO: Diane Schonfeld, Clerk, County Legislature

FROM: Alexis M. Hawley, Assistant Supervisor of Planning & Design *AMH*

CC: Thomas Feighery, Commissioner, Department of Public Works
Joseph Bellucci, Deputy Commissioner, Department of Public Works
Michael Lewis, Commissioner, Department of Finance

DATE: May 12, 2025

RE: Physical Services Committee – Amend 19CP06 – Architectural/Engineering Services

Please approve the necessary resolution to authorize adding \$160,000 to 19CP06.

In May 2019, 19CP06 was approved by the Full Legislature authorizing Architectural and Engineering professional services funding to assist in moving projects forward using outside consultants. Additional funding was authorized by the Full Legislature in June 2022, May 2023 and October 2024.

The use of outside consultants continues to be a necessity in order to progress projects forward. We are therefore respectfully requesting your authorization of the additional funding needed to continue this program.

Thank you for the consideration.

2025 MAY 13 AM 9:52
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

#69

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL – DEPARTMENT OF PUBLIC WORKS – USE OF CAPITAL FACILITY
RESERVE – (25CP03) (Board of Elections Security Gate)**

WHEREAS, the Commissioner of Public Works has proposed the use of \$56,000 from the Capital Facility Reserve to fund Project #25CP03 – Board of Elections Security Gate; and

WHEREAS, recommendations for improvements to the perimeter security at the Board of Elections property and facility were suggested by Cybersecurity & Infrastructure Security Agency after conducting a security assessment in August of 2024; and

WHEREAS, as the current manual gate is in disrepair, the Board of Elections is seeking to install electronic, automatic gates to secure the facility, deter site access after hours, secure the Sheriff's on-site facility and on-site ballot box, provide more efficient access during emergencies for the Sheriff's Office, and control site access times; and

WHEREAS, currently during snowstorms, the gates must be left open after business hours to allow DPW access to the site to plow throughout the storm, leaving the site unsecured and prone; and

WHEREAS, an electronic gate would open for the plow and then automatically close once the plow left, ensuring site security; and

WHEREAS, the Commissioner of DPW has proposed an amount of \$56,000 from the Capital Facility Reserve fund for said project, which includes a 10% contingency should any unforeseen issues arise during the contracted work; and

WHEREAS, the Physical Services Committee has reviewed and approved this request; now therefore be it

RESOLVED, that the Putnam County Legislature approves and authorizes the expenditure of \$56,000 from the Capital Facility Reserve fund budget line 55197000 53000 51509 as follows:

25CP03 – Board of Elections Security Gate

Project cost not to exceed \$56,000

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

JOHN TULLY
Commissioner



cc: all
Phys Res

KEVIN M. BYRNE
County Executive

DEPARTMENT OF GENERAL SERVICES
PURCHASING

MEMORANDUM

TO: Diane Schonfeld, Clerk, County Legislature

FROM: Alexis M. Hawley, Assistant Supervisor of Planning & Design *AMH*

CC: Thomas Feighery, Commissioner, Department of Public Works
Joseph Bellucci, Deputy Commissioner, Department of Public Works
Michael Lewis, Commissioner, Department of Finance

DATE: May 12, 2025

RE: Physical Services – 25CP03 – Board of Elections Security Gate

Please approve the necessary resolution to authorize 25CP03 in an amount not to exceed \$56,000.

In August 2024, a security assessment was conducted by the Cybersecurity and Infrastructure Security Agency of the Board of Elections property and facility. Resultingly, recommendations for improvements to the perimeter security were suggested.

As such, The Board of Elections is seeking to install electronic, automatic gates to provide secure access to the property and facility. Currently, the manual gate is in disrepair and staff must physically close it as they leave and then secure it with a chain and padlock.

The Board of Elections wishes to install the electric gate for a myriad of reasons, including deterring site access after hours, securing their facility, the Sheriff's facility and the on-site ballot box, providing more efficient access during emergencies for the Sheriff's Department and controlling site access times.

Additionally, currently during snowstorms, the gates must be left open after business hours to allow DPW to access the site to plow throughout the storm, leaving the site unsecured and prone. An electronic gate would open for the plow and then automatically close once the plow left, ensuring site security.

Finally, we are requesting a 10% contingency should any unforeseen issues arise during the contracted work.

We respectfully request your consideration.

Thank you.

2025 MAY 13 AM 9:52
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY



**BOARD OF ELECTIONS
COUNTY OF PUTNAM**

25 Old Route 6, Carmel, New York 10512
(845) 808-1300 • Fax (845) 808-1920
www.putnamboe.com

Commissioners
CATHERINE P. CROFT
KELLY K. PRIMAVERA

April 25, 2025

To: County Executive Kevin Byrne

Re: Request for Capitol Project Funding

PROJECT DESCRIPTION: Installation of electronic swing gates to be located in the main driveway of the Putnam County Board of Elections. The driveway is also utilized by the Putnam County Sheriff's Department as the only access to their building located at the back of the parking lot. If there is an emergency necessitating that the Sheriff's Department needs to access equipment in their building, electronic gates would help expedite the Sheriff's Department access to their building thereby getting emergency vehicles on the road faster.

The electronic gates will only be open during the operating hours of the BOE and at all other times the gates will be closed and locked, which would be more of a deterrent to buildings being compromised while unoccupied.

During election time(s) the BOE has a Mail Ballot Drop Box located on their premises, near the front door. Electronic gates would allow access to the Mail Ballot Drop Box only during normal business hours of the BOE.

A Security Assessment at First Entry Survey was conducted by CISA-Cybersecurity & Infrastructure Security Agency on the BOE in August of 2024. A report was sent to our office outlining Security Management for the building. Included among the recommendations for perimeter security by CISA was the recommendation to eliminate gaps in the gate(s) currently located on the property. (see attached photos).

During inclement weather in the winter the gates are currently left open during snowstorms for easy access of the county snowplows. Electronic gates would automatically close after the snow removal, instead of the current practice of leaving the gates open during snowstorms.

Catherine P. Croft
Commissioner

Kelly K. Primavera
Commissioner

P-1

**PUTNAM COUNTY SHERIFF'S OFFICE
INTER-OFFICE MEMORANDUM**

May 19, 2025

TO: Chairman Greg Ellner, Physical Services
FROM: Sheriff Kevin McConville
SUBJECT: Memorandum of Support – Secure Facility/Electronic Gated Access

This memorandum is in support of the Board of Elections obtaining an electronic secure gate for ingress/egress into the BOE Facility.

The BOE is a very sensitive area, and steps must be taken to secure the Facility to prevent any adverse impact on the employees and materials therein.

Additionally, this electronic gated access provides additional security for materials that the PCSO has within the environment.

Thank you.

cc: Legislator Paul Jonke
Legislator Erin Crowley

By email.

BOARD OF ELECTIONS SIDE GATE POST



BOARD OF ELECTIONS FRONT GATES





Sales Agreement:

Prepared for: Putnam County

Attn: Eileen Hurlie

Ref: Board of Elections Automatic Gate and Access Control

Proposal Number: 12092024JPC-8

Omnia NCPA 12-22 Integrated Security Technologies and Safety Systems Products and Services

Locations:

**6 Skyline Drive
Hawthorne, NY 10532
Ph: 914-769-8900**

**494 8th Ave.
New York, NY 10001
Ph: 212-967-2450**

From:

John Cirocco
Systems Integration Representative
6 Skyline Dr, Hawthorne, NY 10532
M: 845-490-8305 **E:** johncirocco@everonsolutions.com

Agreement Summary

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between Everon, LLC with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("Everon") and the customer identified above ("Customer", together with Everon, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)", and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below.

Statement of Work:

Omnia NCPA 12-22 Integrated Security Technologies and Safety Systems Products and Services

Eileen,

Board of Elections Automatic Gate and Access Control

QTY	Part #	Manufacturer	DESCRIPTION	Unit Cost	Extended Cost
1	S2-MNP	S2	Micronode Plus Enclosure for Gate Reader	\$1,486.40	\$1,486.40
1	01995-001	Axis	Axis Intercom	\$959.20	\$959.20
1	02673-001	Axis	Intercom Induction Loop	\$103.20	\$103.20
1	02503-001	Axis	Adapter Plate	\$119.20	\$119.20
1	02066-001	Axis	Mount	\$127.20	\$127.20
1	RDRSEU908	HID	Long Range Reader for passenger cars	\$1,319.23	\$1,319.23
1	AI1012ULACM	Altronix	24V Power Supply	\$468.40	\$468.40
1	CUSTOM	CUSTOM	Pedestal for Readers	\$398.00	\$398.00
			Material Total		\$4,980.83
24	NPN	NMN	Everon Technical Labor	\$145.00	\$3,480.00
10	NPN	NMN	Everon Project Management	145.00	\$1,450.00
			Everon Labor Total		\$4,930.00
1	NPN	NMN	Everon Subcontractor for Gate & Fabrication New automatic gate operators. Hawkeye will supply and install 2 new chain link gates with automatic operators. Axis intercom pedestal will be installed upon approach proactive photo beams will be installed on both sides of the gate for pinch and vehicle protection. main controller will need 120v ac and be mounted on the exterior side of the building near gate. Trenching and burial conduit will be by Everon subcontractor Operators can be opened via intercom at reception or via app, wireless key fobs and a ground loop will be installed for hands free egress.	\$40,970.00	\$40,970.00

The price to provide the below listed items will be \$50,880.83 (DOLLARS), plus any applicable taxes.

Qualifications

1. 1 Year Warrantee from Substantial completion of manufacturer's defects is included under this proposal.
2. Network node to be mounted from inside board of elections building
3. Power to be run from inside board of elections building
4. All network connections to be provided at location
5. Please note that Everon is only including devices that are shown on the drawings. If there are omissions found during the review process all additional devices will be subject to a change order.
6. Filing with the local AHJ is excluded from this proposal.
7. Overtime labor hours are not included under this proposal unless explicitly specified above.
8. This proposal does not include any additional equipment or services required outside of the contract bid documents.
9. This proposal does not include any additional equipment or services required after an inspection by the local AHJ.
7. Unless otherwise specified, all 110VAC power to be supplied by others, and all direct connections to AC power to be performed by others. If Seller is providing an electrician for installation, as well as AC power interconnect, Customer must ensure existing electrical service is adequate to supply a dedicated 20AMP circuit to power FACP. Existing electrical service must be up to code. If electrical inspection finds violations in existing electrical service, corrections must be completed at an additional cost and by others.
10. Cost for 'special equipment' (lifts, etc.) are not included unless otherwise specified.
11. Sales tax excluded from this quotation, if tax exempt please provide tax exempt certificate.
12. Rubbish removal is limited to disposal at a local container provided by others.
13. Pricing and scope of work is quoted upon and includes the General Terms and Conditions attached
14. Monitoring Services are excluded from this Agreement. If Customer wishes to engage Everon to provide monitoring services, a separate Agreement will be provided with Everon's standard monitoring terms and conditions.

Standard Schedule of Values

Deposit: 20%

Release of Material: 35%

Shipment/Receipt of Material: 35%

System Programming and Startup: 10%

In the event the customer does not agree to the schedule of values we ask that a schedule of values is submitted by the customer at the time of contract acceptance that can be reviewed by Everon. Everon retains the right to reject any proposed Schedules of Values.

General Terms and Conditions

1. Charges, Invoicing, and Payment

- A. **Invoices.** Everon shall issue invoices directly to Customer for amounts owed to Everon ("Charges"). Everon shall issue invoices to Customer on the following schedule:
- i. For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), Everon shall issue invoices quarterly in advance.
 - ii. For projects requiring installation of Products and that have a written schedule of values, Everon shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, Everon shall issue invoices over time on a progressive basis to reflect Everon's estimated percentage of work completed, which may, in Everon's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of Work Completed").
 - iii. For all other Products or Services, Everon shall issue invoices upon delivery of the Product or completion of the Service.
- B. **Payment.** Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by Everon of a partial payment shall not be construed as a waiver of Everon's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by Everon and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.
- C. **Past Due Amounts.** Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. Everon shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.
- D. **Charges.** Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by Everon for Customer more than thirty (30) days after the date of the Agreement shall be at Everon's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, Everon may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Producer Price Index increase over the preceding twelve (12) months plus two (2) percent.
- E. **Delays.** Everon shall be reimbursed for all costs incurred by Everon or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after Everon has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause Everon to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. Everon will give appropriate notice when possible to the Customer prior to either the Customer or Everon incurring such charges.
- F. **Taxes and Fees.** Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:
- i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on Everon's net income;
 - ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;
 - iii. All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;
 - iv. Any costs and service charges for Everon to repair or replace Customer-owned equipment necessary for Everon to provide the Products or Services;
 - v. A service charge for (a) Everon to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to Everon instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to Everon's deployment of personnel to the Premises; or (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer;
 - vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and
 - vii. Everon may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase Everon's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

2. Products and Installation

- A. **Timing.** If the Agreement calls for the installation of any Products by Everon ("Installation"), then Everon will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during Everon's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside Everon's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at Everon's sole discretion, to the extent permitted by any applicable laws or regulations.
- B. **Compliance.** Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.
- C. **Products Ownership.** Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by Everon or (ii) delivery of the Products to Customer. If Products for an Installation are received by Everon prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that Everon utilizes to provide Services.
- D. **Substituted Products.** If any Product becomes unavailable or discontinued after a Customer order and before Installation, then Everon may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

3. Warranty

- A. **General Warranty.** Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, Everon provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, EVERON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.
 - i. **Products Warranty.** Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by Everon. Defective Products will be repaired or replaced at Everon's option.
 - ii. **Services Warranty.** Everon warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then Everon will re-perform the non-complying Services during normal business hours, at no additional charge.
- B. **Limitations and Exclusions.**
 - i. Everon shall perform warranty services during normal business hours, Monday through Friday, excluding Everon holidays. Customer requests for Everon to perform warranty services outside these hours may result in additional charges.
 - ii. Everon is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or Everon's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by Everon, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by Everon; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (k) normal wear and tear.
 - iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than Everon, Everon's employees, or Everon's agents to perform maintenance or service to the Products without Everon's prior written approval.

4. Customer's Obligations

A. Customer's Representations and Warranties. Customer represents and warrants that:

- i. Customer owns or leases any equipment Customer provides or allows Everon to use;
- ii. Customer has legal authority to authorize Everon to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;
- iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services, including but not limited to any applicable requirements regarding notice of and/or consent to the use of video and/or audio recording devices;
- iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;
- v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;
- vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions; and
- vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to Everon prior to the start of work.

B. Customer's Responsibilities.

- i. *Responsibilities regarding Products.* Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the Everon customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify Everon immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.
- ii. *Responsibilities regarding the Premises.* Customer agrees to (a) permit Everon to have reasonable access to the Premises during Everon's normal business hours, (b) cooperate with Everon to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by Everon, prior to Everon continuing work at the affected Premises.

5. **Risk of Loss.** Everon shall bear the risk of loss or damage to Products until delivery to the Premises. Everon shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by Everon. Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by Everon.

6. Termination

A. Termination by Everon.

- i. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations Everon may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by Everon; (c) the Products generate excessive false alarms due to circumstances beyond Everon's reasonable control; (d) in Everon's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in Everon's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; (f) Everon is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (g) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach.
- ii. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) any representation by Customer herein or in any other agreement it has with Everon is materially untrue; (b) Customer breaches any warranty contained herein or in any other agreement it has with Everon; (c) Customer denies Everon reasonable access to Everon-owned Products located at any Premises; or (d) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its credits, or has a receiver or trustee appointed for Customer or its assets.

B. Termination by Customer.

- i. If Everon has materially breached the Agreement, and that breach is not cured within thirty (30) days after Everon receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s), without penalty.
- ii. Customer may terminate Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

C. Effect of Termination or Expiration.

- i. Upon termination or expiration of the Term, all Services provided under the Agreement shall terminate.
- ii. All Charges due from Customer to Everon shall become immediately due and payable on the date of termination or expiration, including (a) all Charges for Services or Products rendered prior to the effective date of termination or expiration, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination or expiration, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by Everon prior to notice of termination, and (d) any other costs incurred by Everon in reliance on or on behalf of Customer, prior to the effective date of termination or expiration.
- iii. If the termination is for any reason other than those permitted in 6.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.
- iv. Upon the expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

7. Limitation of Liability

- A. **Alarm Event Limitation.** The amounts Everon charges Customer are not insurance premiums. Everon is not qualified to assess the value of Customer's property, and Everon's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, EVERON, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT EVERON FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. EVERON ASSUMES NO RISK OF LOSS OR LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATING TO ANY ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Everon arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.
- B. **Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.
- C. **Liability Cap.** WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL EVERON'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM EVERON, AND/OR EVERON'S PARENTS, SUBSIDIARIES, EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH EVERON IS LIABLE OCCURRED, OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH EVERON IS LIABLE.

8. Indemnification

- A. **Indemnification by Everon.** Everon shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all third-party claims, demands, liabilities, losses, causes of action, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") arising from or related to: (i) the negligence or intentional misconduct of Everon, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and (ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that Everon is indemnified by the manufacturer or distributor of the applicable Product for the Losses.
- B. **Indemnification by Customer.** Customer shall indemnify and hold Everon and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) any breach of any representation or

warranty made by Customer in the Agreement; and (iv) any defect, hazardous condition, or Hazardous Materials present at the Premises.

9. **Insurance.** During the term of the Agreement, Everon will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars (\$2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.
10. **Intellectual Property.**
- A. **No Transfer of IP.** The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.
- B. **Third Party Products and Software.**
- i. Everon is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").
- ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.
- iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. EVERON MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES. ALL SALES OF SOFTWARE LICENSES ARE FINAL.
- iv. Customer agrees that Everon may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if Everon pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.
- v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold Everon harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA; (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.
- C. **Data Usage.** Everon, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.
11. **Force Majeure.** Everon shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, explosions, and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, supply chain disruptions, strikes, labor disputes, or for any other cause beyond Everon's reasonable control ("Force Majeure"). Everon shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.
12. **Confidentiality.** During the Agreement, each party may disclose to the other confidential information, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.
13. **Non-Solicit of Employees.** During the term of this Agreement and for one year following its termination or expiration, neither Party shall solicit for employment any employee of the other Party who performed or performs services in connection with this Agreement; provided, however, that this Section shall not prohibit either Party from making general public promotions or solicitations for employment, nor from hiring any person who responds to any such general public promotion or solicitation.

14. **Miscellaneous.**

- A. **Nature of Relationship.** Everon is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.
- B. **License Information.** Everon state license information is available at <https://www.everonsolutions.com/about/licenses-credentials/licenses>.
- C. **Export Control.** Customer shall not export or re-export, directly or indirectly, any: (i) Product or Service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless Everon from and against all Losses assessed against or suffered by Everon as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.
- D. **Conflicts of Interest.** Everon does not permit the offering or acceptance of gifts or gratuities by Everon employees from parties with whom Everon is contracting for services, products, or other matters, and Customer shall not make any offer to any Everon employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of Everon. In the event Everon determines any offer of gifts or gratuities has been made by Customer to an Everon employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an Everon employee, Everon may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.
- E. **Survival.** Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.
- F. **Assignment.** Customer may not assign the Agreement or any right thereunder without the prior written consent of Everon, which consent shall not be unreasonably conditioned, withheld, or delayed. Everon may subcontract any portion of the work described in the Agreement.
- G. **Severability.** In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.
- H. **Cross-Default.** A default by Customer under the Agreement shall be a default of all Agreements between Everon and Customer.
- I. **Remedies.** All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.
- J. **Amendment.** The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.
- K. **Notice.** Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to Everon shall be deemed duly given on the date received by Everon at the following address: Everon, LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.
- L. **Waiver.** The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.
- M. **Governing Law; Dispute Resolution.** This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida, with the arbitrator's costs borne equally by the Parties. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s)' decision shall be final and binding on the Parties.
- N. **Entire Agreement.** The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.
- O. **Electronic Signature; Counterparts.** The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

Signatures

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives below.

Customer:
Name:

Customer Authorized Representative	Printed Name	Title	Date
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John Cirocco

Everon Representative	Printed Name	Title	Date
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Nick Delfico Sr.

Everon Authorized Manager	Printed Name	Title	Date
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#6r

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL – DEPARTMENT OF PUBLIC WORKS – USE OF CAPITAL FACILITY
RESERVE – (25CP04) (Chapel Improvements)**

WHEREAS, the Commissioner of Public Works has proposed the use of \$150,000 from the Capital Facility Reserve to fund Project #25CP04 – Chapel Improvements; and

WHEREAS, the Chapel located at Putnam County Veterans' Memorial Upper Park serves as a respite to our Veterans' events during times of inclement weather and provides residents and visitors with a historic, unique and charming venue to hold public gatherings; and

WHEREAS, proposed improvements to the Chapel will broaden the usability of the space to allow more groups to enjoy it throughout the year and to prepare it for the REV 250 festivities in 2026; and

WHEREAS, all work is proposed to be performed in-house and will involve renovations including energy-efficient window coverings, insulation, electrical upgrades, HVAC and interior finishes; and

WHEREAS, the Physical Services Committee has reviewed and approved this request; now therefore be it

RESOLVED, that the Putnam County Legislature approves and authorizes the expenditure of \$150,000 from the Capital Facility Reserve fund budget line 55197000 53000 51509 as follows:

25CP04 – Chapel Improvements

Project cost not to exceed \$150,000

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

JOHN TULLY
Commissioner



cc:all
Phys Reso

KEVIN M. BYRNE
County Executive

DEPARTMENT OF GENERAL SERVICES
PURCHASING

MEMORANDUM

TO: Diane Schonfeld, Clerk, County Legislature

FROM: Alexis M. Hawley, Assistant Supervisor of Planning & Design *AMH*

CC: Thomas Feighery, Commissioner, Department of Public Works
Joseph Bellucci, Deputy Commissioner, Department of Public Works
Michael Lewis, Commissioner, Department of Finance

DATE: May 12, 2025

RE: Physical Services – 25CP04 – Chapel Improvements

Please approve the necessary resolution to authorize 25CP04 in an amount not to exceed \$150,000.

The Chapel, located at the Putnam County Veterans' Memorial Upper Park, serves as a respite to our Veterans' events during times of inclement weather and provides residents and visitors with a historic, unique and charming venue to hold public gatherings.

We are respectfully requesting \$150,000 to make improvements to the Chapel that will broaden the usability of the space to allow more groups to enjoy it throughout the year and to prepare it for the REV 250 festivities in 2026. All work is proposed to be performed in-house and will involve renovations including energy efficient window coverings, insulation, electrical upgrades, HVAC and interior finishes.

We respectfully request your consideration.

Thank you.

2025 MAY 13 AM 9:52
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Diane Schonfeld

From: Alexis Hawley
Sent: Monday, May 12, 2025 4:39 PM
To: Diane Schonfeld
Cc: Thomas Feighery; Joseph Bellucci; Michael Lewis; John Tully
Subject: RE: *may* ~~April~~ Physical Services Committee Meeting - For Consideration
Attachments: 19CP06 - Amendment - Architectural Engineering Services.pdf; 25CP03 - Board of Elections Security Gate.pdf; 25CP04 - Chapel Improvements.pdf

Diane:

Please find attached the following three CPs for consideration by the Physical Services Committee this month:

- 19CP06 – Amendment – Architectural and Engineering Services
- 25CP03 – Board of Elections Security Gate
- 25CP04 – Chapel Improvements

Please don't hesitate to contact Tommy, Joe or I with any questions you may have.

Thank you.



Alexis M. Hawley

Assistant Supervisor of Planning & Design • Putnam County Department of Purchasing and Central Services

PHONE | 845.808.1088 • WEBSITE | [PUTNAMCOUNTYNY.COM](https://www.putnamcountyny.com)

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

APPROVAL - ENTER INTO AN INTER-MUNICIPAL SHARED SERVICES AGREEMENT WITH THE TOWNS OF KENT, CARMEL, PATTERSON, PHILIPSTOWN, PUTNAM VALLEY, SOUTHEAST AND VILLAGES OF BREWSTER, COLD SPRING AND NELSONVILLE, FOR THE SHARING OF HIGHWAY-RELATED RESOURCES

WHEREAS, the County Executive, together with the Putnam County Legislature, agree it is in the best interests of the local taxpayers of Putnam County (the "County") to establish a cooperative means between the County and the Towns and Villages denoted herein as (Municipalities) for sharing highway-related resources, from time-to-time and as deemed necessary and proper, in the undertaking of public works and other municipal improvement projects, including emergency situations; and

WHEREAS, the County and Municipalities each acknowledge that flexibility in operating local governments and their public works programs and other municipal improvement projects, including emergency situations, is necessary and there exists the critical need to utilize every means or device available to provide services in the most cost-effective manner and at the least possible cost to ensure efficiency and maximum benefits to the local taxpayers; and

WHEREAS, it is hereby determined that by the County and Municipalities renting or leasing, borrowing, exchanging, or lending highway-related resources from/to the other, the County and Municipalities can respectively avoid the need to purchase certain highway machinery, tools and equipment, as well as avoid the need to purchase or keep a large inventory of certain extra materials and supplies, and is appropriate, cost effective and in the best interests of the local taxpayers; and

WHEREAS, the County and Municipalities each have highway-related resources on hand which may not be immediately needed and may be available from time-to-time to the other and the County and Municipalities are desirous of sharing highway-related resources, including, without limitation, their respective machinery; equipment; materials; supplies; tools; necessary, trained, skilled and licensed personnel and equipment operators, subject, where applicable, to the provisions of civil service law; snow and ice removal services and materials; use of parking and other facilities; and other highway-related services as may, from time-to-time, be necessary and proper to effectuate and progress public works and other municipal improvement projects, including emergency situations (collectively referred to as "Shared Services"); and

WHEREAS, it is expected that the exchange of Shared Services, in whatever form, will be generally of short duration, unanticipated and/or in response to emergency situations, reciprocal and roughly equal over a period, and will result in

 Legislator Addonizio

 Legislator Birmingham

 Legislator Crowley

 Legislator Ellner

 Legislator Gouldman

 Legislator Jonke

 Legislator Montgomery

 Legislator Russo

 Chairwoman Sayegh

efficient and cost-effective work performance to the County and Municipalities and is in the best interests of the local taxpayers; and

WHEREAS, the County currently owns and operates equipment, trucks and materials, which the Municipalities desire to access and utilize; and

WHEREAS, the Municipalities currently own and operate equipment, trucks and materials which the County desires to access and utilize; and

WHEREAS, the County and Municipalities each have certain highway and non-highway equipment which may be available from time to time for use by the other in order to provide the foregoing Shared Services; now therefore be it

RESOLVED, the County Attorney is authorized to draft the appropriate Inter-Municipal Shared Services Agreement to provide Shared Services between the County and the Municipalities, including, without limitation: equipment, trucks, materials, and personnel as becomes necessary for the implementation of the Inter-Municipal Shared Services Agreement.

RESOLVED, that the County Executive is authorized to execute such an Inter-Municipal Shared Services Agreement with the Municipalities to provide for the Shared Services as aforesaid; and be it further

RESOLVED, that this Resolution shall take effect immediately.

ccAll
Phys Final

RESOLUTION # of 2025

APPROVAL/ENTER INTO AN INTER-MUNICIPAL SHARED SERVICES AGREEMENT WITH THE TOWNS OF KENT, CARMEL, PATTERSON, PHILIPSTOWN, PUTNAM VALLEY, SOUTHEAST AND VILLAGES OF BREWSTER, COLD SPRING AND NELSONVILLE, FOR THE SHARING OF HIGHWAY-RELATED RESOURCES

WHEREAS, the County Executive, together with the Putnam County Legislature, agree it is in the best interests of the local taxpayers of Putnam County (the "County") to establish a cooperative means between the County and the Towns and Villages denoted herein as (Municipalities) for sharing highway-related resources, from time-to-time and as deemed necessary and proper, in the undertaking of public works and other municipal improvement projects, including emergency situations; and

WHEREAS the County and Municipalities each acknowledge that flexibility in operating local governments and their public works programs and other municipal improvement projects, including emergency situations, is necessary and there exists the critical need to utilize every means or device available to provide services in the most cost-effective manner and at the least possible cost to ensure efficiency and maximum benefits to the local taxpayers; and

WHEREAS, it is hereby determined that by the County and Municipalities renting or leasing, borrowing, exchanging, or lending highway-related resources from/to the other, the County and Municipalities can respectively avoid the need to purchase certain highway machinery, tools and equipment, as well as avoid the need to purchase or keep a large inventory of certain extra materials and supplies, and is appropriate, cost effective and in the best interests of the local taxpayers; and

WHEREAS, the County and Municipalities each have highway-related resources on hand which may not be immediately needed and may be available from time-to-time to the other and the County and Municipalities are desirous of sharing highway-related resources, including, without limitation, their respective machinery; equipment; materials; supplies; tools; necessary, trained, skilled and licensed personnel and equipment operators, subject, where applicable, to the provisions of civil service law; snow and ice removal services and materials; use of parking and other facilities; and other highway-related services as may, from time-to-time, be necessary and proper to effectuate and progress public works and other municipal improvement projects, including emergency situations (collectively referred to as "Shared Services"); and

WHEREAS it is expected that the exchange of Shared Services, in whatever form, will be generally of short duration, unanticipated and/or in response to emergency situations, reciprocal and roughly equal over a period, and will result in efficient and cost-effective work performance to the County and Municipalities and is in the best interests of the local taxpayers; and

WHEREAS the County currently owns and operates equipment, trucks and materials. which the Municipalities desire to access and utilize; and

WHEREAS the Municipalities currently owns and operates equipment, trucks and materials which the County desires to access and utilize; and

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

2025 MAY -5 PM 4:12

WHEREAS the County and Municipalities each have certain highway and non-highway equipment which may be available from time to time for use by the other in order provide the foregoing Shared Services; now therefore be it

RESOLVED, the County Attorney is authorized to draft the appropriate Inter-Municipal Shared Services Agreement to provide Shared Services between the County and the Municipalities, including, without limitation: equipment, trucks, materials and personnel as becomes necessary for the implementation of the Inter-Municipal Shared Services Agreement.

RESOLVED, that the County Executive is authorized to execute such an Inter-Municipal Shared Services Agreement with the Municipalities to provide for the Shared Services as aforesaid; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Contract # _____

INTERMUNICIPAL AGREEMENT

Between

THE COUNTY OF PUTNAM

&

THE TOWN OF KENT

&

THE TOWN OF CARMEL

&

THE TOWN OF PATTERSON

&

THE TOWN OF PHILIPSTOWN

&

THE TOWN OF PUTNAM VALLEY

&

THE TOWN OF SOUTHEAST

&

THE VILLAGE OF BREWSTER

&

THE VILLAGE OF COLD SPRING

&

THE VILLAGE OF NELSONVILLE

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the COUNTY OF PUTNAM, a municipal corporation located at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the “COUNTY”) and the TOWN OF KENT, a municipal corporation located at 25 Sybil’s Crossing, Kent Lakes, New York 10512; and the TOWN OF CARMEL, a municipal corporation located at 60 McAlpin Avenue, Mahopac, New York 10541; and the TOWN OF PATTERSON, a municipal corporation located at 1142 Route 311, Patterson, New York 12563; and the TOWN OF PHILIPSTOWN, a municipal corporation located at 238 Main Street, Cold Spring, New York 10516, and the TOWN OF SOUTHEAST, municipal corporation located at 360 Route 22, Brewster, New York 10509; and the TOWN OF PUTNAM VALLEY, a municipal corporation located at 265 Oscawana Lake Road, Putnam Valley, New York 10579; and the VILLAGE OF BREWSTER, a municipal corporation located at 50 Main Street, Brewster, New York 10509, and the VILLAGE OF COLD SPRING, a municipal corporation located at 85 Main Street, Cold Spring, New York 10516; and the VILLAGE OF NELSONVILLE, a municipal corporation located at 258 Main Street, Nelsonville, New York 10516 (hereinafter referred to as the (“MUNICIPALITIES”).

WITNESSETH:

WHEREAS, this Agreement is made pursuant to Article 5-G of the New York State General Municipal Law; and

WHEREAS, it is in the interest of the taxpayers of the COUNTY and the MUNICIPALITIES to share resources and services in the undertaking of public works and other municipal improvement projects as becomes necessary to promote government efficiencies, tax payer cost savings, elimination of redundant services, utilization of shared equipment, services and

skilled personnel and to ensure the public welfare during emergent circumstances as determined to exist by the COUNTY; and

WHEREAS the COUNTY currently operates the Department of Public Works which maintains storage facilities, highway and non-highway specialty equipment and resources maintained for the purposes of highway remediation, repair, maintenance, construction, development, planning, extreme weather redress and administration located in and throughout the COUNTY; and

WHEREAS the “MUNICIPALITIES” currently operate the Highway Departments which maintain storage facilities, highway and non-highway specialty equipment and resources maintained for the purposes of highway remediation, repair, maintenance, construction, development, planning, extreme weather redress and administration located in and throughout the MUNICIPALITIES; and

WHEREAS, the MUNICIPALITIES desire to access COUNTY owned, leased, rented or operated storage facilities, highway and non-highway specialty equipment and resources maintained for the purposes of highway remediation, repair, maintenance, construction, development, planning, extreme weather redress and administration located in and throughout the COUNTY, and hereby agree to opt in to this agreement with the COUNTY for the provision of shared municipal services unless and until the “parties” opt out of participation in this agreement upon thirty (30) days written notice provided by parties seeking to opt out of this agreement;

WHEREAS, the MUNICIPALITIES desire to access other MUNICIPALITIES owned, leased, rented, or operated storage facilities, highway and non-highway specialty equipment, and resources maintained for the purposes of highway remediation, repair, maintenance, construction development, planning, extreme weather redress and administration located in and throughout the

MUNICIPALITIES and hereby agree to opt in to this agreement with and between other MUNICIPALITIES, for the provision of shared municipal services unless and until the “parties” opt out of participation in this agreement upon thirty (30) days written notice provided by parties seeking to opt of this agreement;

WHEREAS it is the expectation of the parties that shared services by and for the benefit thereof shall be reciprocal in nature and mutually beneficial for the public good.

WHEREAS general oversight will be provided by and through appropriate municipal and county officials, designated by the Parties’ chief operating officers, mayors, supervisors or executives at their discretion to prepare and maintain annual reports, analysis, logs, maintenance records, personnel assignments.

WHEREAS, the Parties agree to share and provide skilled personnel, equipment and supplies for purposes set forth herein, on an as-requested basis and as-available basis as determined by the parties in furtherance of shared municipal and countywide services, personnel and equipment.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and mutual promises and undertakings recited below, the parties hereto mutually agree as follows:

1. The term of this agreement begins upon completion of the fully executed agreement and shall continue so long as conditions and capacity continue to be available and agreeable to the parties. The term of this Agreement shall commence on the date of the fully executed agreement and shall continue for twelve (12) months. This agreement shall renew automatically on each year following, for a twelve-month period, unless modified or terminated by the parties upon written thirty (30) day notice of intention to modify or terminate the Agreement.

2. The Parties shall authorize their respective officials designated to serve as Highway and or Department of Public Works, Commissioners, Superintendents, Officers and Officials, appointed and or elected, to share and exchange for mutual benefit of highways and facilities services, equipment and personnel as deemed to be necessary and efficient by the Parties for the provision of such services, mutual aid and assistance.
3. The Parties will reciprocally share the provision of such services, mutual aid and assistance which shall not impede, hamper or delay services necessary to serve their individual municipal entities while affording each with reciprocal benefits.
4. The Parties providing shared services, resources, supplies, equipment and or personnel hereinafter referred to as the “Provider” herein shall:
 - a. Be solely responsible for providing and maintaining workers’ compensation insurance coverage pursuant to the Workers’ Compensation Law section 2(7) for all employees who sustain work related injury, illness or disease while providing shared services, aid and assistance to by and for COUNTY or MUNICIPALITIES.
 - b. Provide compensation to its personnel as it would if the employee performed work for the “Provider”. Persons employed by the “Parties” shall retain all benefits, privileges and rights pursuant to their individual employment status as members of civil service, organized labor organizations or at will employment. There will not be any change of employment status for any employee tasked with implementing the shared services agreement in and for the provision of such services, municipal aid and assistance.
 - c. Comport with, promote and ensure that safety standards established pursuant to OSHA and relevant local, state and federal laws, rules and regulations are fully

complied with including particularized training, certification and or licensing requirements.

- d. Comply with the provisions of all collective bargaining agreements to which “Parties” are signatories as and through their employee membership in such recognized organized labor organizations.
- e. Maintain their own workforce as municipal employees and shall be required to provide general liability, unemployment, professional liability, errors and omissions insurance coverage for each such employee.
- f. Ensure the return of shared equipment to the “Provider”, owner, renter or lessee, which shall be effectuated contemporaneously with and upon inspection and determination that such equipment is in the same or similar state of repair or condition as such equipment had been at time of release and provision.
- g. Make applications for and receive all necessary construction, remediation and maintenance permits, licenses and certifications as required pursuant to local, state and federal statutes, rules and regulations.
- h. Be liable for the negligence or intentional acts of its employees, agents and officers occurring in connection with the use of shared equipment, including but not limited to repairs to or replacement of borrowed equipment resulting from damage to the shared equipment caused by the negligent or intentional acts of the “Recipient” its employees, agents and officers.
- i. Be responsible for coordinating the safe and efficient use of shared equipment by duly trained and qualified personnel and the arrangement for the timely return to the “Provider” by through and in accordance with the terms of this Agreement.

- j. Be responsible for the cost of maintenance and repairs and associated costs arising from general wear and tear of the shared equipment and use of resources which shall be quantified and fixed upon mutual agreement of the “Parties”.
 - k. The “Recipient” hereto does hereby covenant and agree to retain responsibility for procurement of and payment for any materials and/or supplies or resources necessary for the implementation of this agreement and in furtherance of the provision of shared services and mutual aid and assistance.
 - l. The “Recipient” hereto does hereby covenant and agree, to the fullest extent permitted by applicable law or the provisions of the instant Agreement, to protect, defend and indemnify and hold the “Provider”, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional and associated legal fees or other expenses or liabilities of every kind and character arising out of the negligent or intentional acts or omissions of the “Recipient” under and pursuant to this Agreement.
5. THE PARTIES SHALL EACH BE RESPONSIBLE FOR AND AGREE AS FOLLOWS:
- a. To ensure that all equipment provided for the implementation of this agreement of the shared services, mutual aid and assistance and equipment is registered, licensed and insured as is necessary for the lawful use of such equipment.
 - b. To provide each of the parties with equipment on an as “as needed” basis and to ensure that “Provider” will not be liable for defects known and unknown resulting in any “Recipient” employee claims of civil liability.

- c. To maintain a record of all services provided, rendered or received including but not limited to personnel time expenditures, equipment, supplies and other resources in the form generated thereby including all records, logs, analyses, reports or other documentation prepared, maintained and utilized for the purposes of administrative review and audit.
- d. To obtain and thereafter retain in full force and effect individualized general liability, public liability, errors and omissions and automotive insurance coverages where necessary and proper relative to the various tasks to be performed with limits of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. Confirmation of insurance coverages must be provided by the “Recipient” to the “Provider” prior to the execution of and in conformity with the requirements set forth in Schedule “A” entitled “Putnam County Insurance Requirements”, attached hereto and made a part of this Agreement.

6. THE PARTIES FURTHER AGREE AND CONSENT AS FOLLOWS:

- a. That in accordance with the provision of section 109 of the NYS General Municipal Law, the “Parties” hereto are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right title or interest in this Agreement to any other person or corporation without the prior consent and approval in writing by the Releasing party.
- b. All Notices shall be addressed and may hereafter be designated in writing by either party hereto:

PUTNAM COUNTY: County Attorney
48 Gleneida Avenue
Carmel, New York 10512

PUTNAM COUNTY: Commissioner
Department of Public Works
842 Fair Street
Carmel, New York 10512

AND

TOWN OF CARMEL: Town Supervisor
60 McAlpin Avenue
Mahopac, New York 10541

TOWN OF CARMEL: Superintendent of Highways
55 McAlpin Avenue
Mahopac, New York 10541

AND

TOWN OF KENT: Town Supervisor
25 Sybil's Crossing
Kent Lakes, New York 10512

TOWN OF KENT: Superintendent of Highways
62 Ludington Court
Kent Lakes, New York 10512

AND

TOWN OF PATTERSON: Town Supervisor
1142 Route 311
P.O. Box 470
Patterson, New York 12563

TOWN OF PATTERSON: Superintendent of Highways
281 Cornwall Hill Road
Patterson, New York 12563

AND

TOWN OF PHILLIPSTOWN: Town Supervisor
238 Main Street
P.O. Box 155
Cold Spring, New York 10516

TOWN OF PHILLIPSTOWN: Superintendent of Highways
238 Main Street
P.O. Box 155
Cold Spring, New York 10516

AND

TOWN OF SOUTHEAST: Town Supervisor
1360 Route 22
Brewster, New York 10509

TOWN OF SOUTHEAST: Superintendent of Highways
10 Palmer Road
Brewster, New York 10509

AND

TOWN OF PUTNAM VALLEY: Town Supervisor
265 Oscawana Lake Road
Putnam Valley, New York 10579

TOWN OF PUTNAM VALLEY: Superintendent of Highways
265 Oscawana Lake Road
Putnam Valley, New York 10579

AND

VILLAGE OF COLD SPRING: Mayor
85 Main Street
Cold Spring, New York 10516

VILLAGE OF COLD SPRING: Superintendent of Highways
85 Main Street
Cold Spring, New York 10516

AND

VILLAGE OF NELSONVILLE: Mayor
258 Main Street
Nelsonville, New York 10516

AND

VILLAGE OF BREWSTER: Mayor
50 Main Street
Brewster, New York 10509

VILLAGE OF BREWSTER: Superintendent of Highways
208 Main Street
Brewster, New York 10509

- c. That this Agreement may terminate with or without cause, upon provision of thirty (30) days written notice to be forwarded in accordance with the Section 6(b) of this Agreement.
- d. That all personnel employed by each of the Parties in furtherance of this Agreement, will remain in the employ, title and position as those personnel had possessed at the time prior to and during the provision of shared services and mutual aid and assistance and shall not be deemed to be in the employ of any other parties to this Agreement.
- e. That the Parties shall each be responsible for the payment of salaries and other compensation, due and owing, to their individual employees during the time period in which such employees are engaged in performing shared services and mutual aid and assistance.
- f. That those "Recipients", requesting shared services and mutual aid and assistance pursuant to this Agreement shall have the sole responsibility for providing any and all prerequisites for each projected undertaking which is the subject of the provision of shared services and mutual aid and assistance or equipment including all federal, state and local statutory, regulatory or administrative rules or regulations pertaining to employee safety, training and environmental matters.

- g. That a waiver of the breach of any term, provision or condition of this Agreement shall not be binding unless in written form and in conformity with Section 6(b) of this Agreement, duly executed by the party waiving of said breach. No such waiver shall in any way affect the enforcement of any other term, provision or condition of this Agreement or constitute a cause or excuse for repletion of such or any other breach unless the waiver expressly sets forth accordingly.
 - h. In the event that a dispute arises between the Parties relative to the terms of this Agreement, the disputed matter shall be settled by and through binding arbitration to be performed thru the American Arbitration Association, venued in the County of Putnam and conducted in accordance with the laws of New York State. The selection of an arbitrator shall be upon mutual agreement of and between the parties. In the event that the selection of an arbitrator is not made upon mutual agreement of the parties within fifteen (15) days from the date on which Notice of Breach or Dispute is received by “Parties” named with respect to the underlying breach or dispute for which relief is sought therein, the County of Putnam shall make such selection.
7. This Agreement constitutes the entire understanding between the Parties but is not intended to supersede and/or replace in any respects all prior or prospective contracts, agreements and/or understandings, whether formal or informal, oral or written, among the Parties with respect to the provision of shared services, mutual aid and assistance and all subject matters arising hereinafter. This Agreement may only be amended or

modified by written notice to all Parties pursuant to paragraph 6(b) and as set forth therein.

8. This Agreement, and any further documents hereunder, may be signed in counterparts, and a copy containing all counterpart signatures shall constitute the single original document.
9. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the month, day and year listed above.

COUNTY OF PUTNAM:

County Executive
40 Gleneida Avenue
Carmel, New York 10512

County Attorney
48 Gleneida Avenue
Carmel, New York 10512

TOWN OF KENT:

Town Supervisor
25 Sybil's Crossing
Kent Lakes, New York 10512

Superintendent of Highways
62 Ludington Court
Kent Lakes, New York 10512

TOWN OF CARMEL:

Town Supervisor
60 McAlpin Avenue
Mahopac, New York 10541

Superintendent of Highways
55 McAlpin Avenue
Mahopac, New York 10541

TOWN OF PATTERSON:

Town Supervisor
1142 Route 311
P.O. Box 155
Patterson, New York 12563

Superintendent of Highways
281 Cornwall Hill Road
Patterson, New York 12563

TOWN OF PHILIPSTOWN:

Town Supervisor
238 Main Street
Philipstown, New York 10516

Superintendent of Highways
238 Main Street
Philipstown, New York 10516

TOWN OF PUTNAM VALLEY:

Town Supervisor
265 Oscawana Lake Road
Putnam Valley, New York 10579

Superintendent of Highways
265 Oscawana Lake Road
Putnam Valley, New York 10579

TOWN OF SOUTHEAST:

Town Supervisor
1360 Route 22
Brewster, New York 10509

Superintendent of Highways
10 Palmer Road
Brewster, New York 10509

VILLAGE OF BREWSTER:

Mayor
50 Main Street
Brewster, New York 10509

Superintendent of Highways
208 Main Street
Brewster, New York 10509

VILLAGE OF COLD SPRING:

Mayor
85 Main Street
Cold Spring, New York 10516

Superintendent of Highways
85 Main Street
Cold Spring, New York 10516

VILLAGE OF NELSONVILLE: Mayor
258 Main Street
Nelsonville, New York 10516

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel,
New York, on the date hereinabove set forth.

READ & APPROVED:

THE COUNTY OF PUTNAM:

Date
C. Compton Spain
Putnam County Attorney

Date
Kevin Byrne
County Executive

Date
Michael Lewis
Commissioner of Finance

Date
Thomas Feighery
Commissioner of Highways and Facilities

Date
Mat C. Bruno, Sr.
Risk Manager

TOWN OF KENT:

Date
Supervisor

TOWN OF CARMEL:

Date
Supervisor

TOWN OF PATTERSON:

Date
Supervisor

TOWN OF PHILLIPSTOWN:

Date
Supervisor

TOWN OF PUTNAM VALLEY:

Supervisor Date _____

TOWN OF SOUTHEAST:

Supervisor Date _____

VILLAGE OF BREWSTER:

Mayor Date _____

VILLAGE OF COLD SPRING:

Mayor Date _____

VILLAGE OF NELSONVILLE:

Mayor Date _____

ACKNOWLEDGMENT OF COUNTY OF PUTNAM:

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

On this ____ day of _____, 2025 before me personally came **KEVIN M. BYRNE** to me known, who being by me duly sworn, did depose and say that he is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that she signed her name thereto under the same authority.

Notary Public

#67

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

APPROVAL – DPW - AGREEMENT WITH STATE OF NEW YORK FOR SNOW & ICE REMOVAL

WHEREAS, the County of Putnam (“COUNTY”) and the Commissioner of Transportation of the State of New York (“Commissioner”) have previously entered into annual agreements under which the COUNTY is responsible for the clearing of such State highways of snow and ice as designated by the COMMISSIONER, to the extent that the COMMISSIONER shall deem necessary to provide reasonable passage and movement of vehicles over such highways; and

WHEREAS, the term of the existing agreement expired on June 30, 2024; and

WHEREAS, the COUNTY has re-negotiated the terms of said agreement as it relates to the compensation due and owing to the COUNTY for estimated expenditures for each average season, as well as additional funds associated with the additional snow and ice operations that may be necessary where the winter severity index is greater than 1.00; and

WHEREAS, the term of this new agreement between the COUNTY and the COMMISSIONER shall be for five (5) years, commencing July 1, 2024; now therefore be it

RESOLVED, that the County Executive is authorized to sign the annexed “Snow and Ice Control on Indexed Lump Sum Basis” Agreement; and be it further RESOLVED, that this resolution shall take effect immediately.

 Legislator Addonizio

 Legislator Birmingham

 Legislator Crowley

 Legislator Ellner

 Legislator Gouldman

 Legislator Jonke

 Legislator Montgomery

 Legislator Russo

 Chairwoman Sayegh

MAY → Phyp

Res

cc: All

THOMAS FEIGHERY
COMMISSIONER OF PUBLIC WORKS



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

TO: Greg Ellner, Chairman
Physical Services Committee

FROM: Thomas Feighery
Commissioner of DPW

Joseph Bellucci
Deputy Commissioner of DPW

Thomas Feighery

DATE: May 5, 2025

RE: Agreement to Extend Municipal Snow & Ice Agreement with NYSDOT
From 2024-2029

2025 MAY -5 AM 10:10
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Enclosed is the new 5-year contract with the NYSDOT for winter maintenance of their roads and reimbursement for services outlined in the Agreement. The Agreement has been signed by the County Executive and will need to be reviewed and considered by the Legislative for adoption as a Resolution at the next Physical Services meeting.

Thank you for your consideration with this item.

Contract #	Municipality	Ext. Period	Region #	Extension #
D014871	Putnam County	2024-2029	8	1

AGREEMENT TO EXTEND MUNICIPAL SNOW AND ICE AGREEMENT

☐ Time and Materials

☐ Fixed Lump Sum

☒ Indexed Lump Sum

This Agreement made this _____ day of _____, _____ by and between THE PEOPLE OF STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the _____ of the _____ PUTNAM COUNTY (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. D014871 entitled Municipal Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of PUTNAM COUNTY dated 1/31/2020; and

WHEREAS, the term of the said Agreement is for a period of five years commencing **July 1, 2019** and the said Agreement provides that the parties may at the end of each 5-year term of the Agreement extend such term for an additional five years; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, 2024; and Section 1 of said Agreement allows up to a maximum of three extension periods of five years each for a maximum contract life of twenty years;

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Sections 9 & 10 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the aforementioned provisions at the time for extension of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned Snow and Ice Agreement between New York State Department of Transportation and the MUNICIPALITY is hereby extended for a period of five years; now to expire on June 30, 2029, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, 2024, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The estimated expenditure specified in Section 9 of the aforementioned Agreement shall be \$ 1,246,534.32 for 120.3 lane miles for each year of this five-year extension period, for a grand total of \$ 6,232,671.60, commencing **July 1, 2024**, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

Agency Certification Contract No. D014871

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

BY _____

for Commissioner of Transportation

Dated: _____

MUNICIPALITY

BY _____

Title: _____

STATE OF NEW YORK

) SS:

COUNTY OF Putnam)

On the 4th day of April in the year 2025 before me personally came

Kevin M. Byrne tome known who, being by me duly sworn, did depose and

say that he resides in Mahopac, NY New York; that he is the

County Executive of Putnam County the municipality described in and which executed the

above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a

resolution which was duly adopted on December 18, 2019 a certified copy of such resolution attached

hereto and made a part hereof.

JENNIFER L CARUSO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02CA6395487
Qualified in Putnam County
My Commission Expires September 15, 2027

[Signature]

Notary Public

APPROVED AS TO FORM

APPROVED BY NYS COMPTROLLER'S OFFICE

STATE OF NEW YORK ATTORNEY GENERAL

By: _____

By: _____

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

**\ APPROVAL - SUBMISSION OF APPLICATION FOR FARMLAND PROTECTION
 COUNTY PLANNING GRANT THROUGH THE NEW YORK STATE DEPARTMENT
 OF AGRICULTURE AND MARKETS TO UPDATE THE 2004 PUTNAM COUNTY
 AGRICULTURAL & FARMLAND PROTECTION PLAN**

**WHEREAS, Farmland Protection County planning grants are available to
 counties focusing on promoting the economic success of farm operations; and**

**WHEREAS, in addition to creating specific agricultural protection plans,
 funds may be used to update local planning documents, including but not limited
 to the agricultural section of comprehensive plans, land use regulations, and
 zoning ordinances to ensure that these documents contain clear language and
 policies that are supportive of the local agriculture industry; and**

**WHEREAS, Counties are eligible for grants up to \$50,000 or 50% of the cost
 (whichever is less) for developing a county agriculture and farmland protection
 plan; and**

**WHEREAS, the county share of funding must be provided in at least 20%
 cash (no more than 80% in in-kind services); and**

**WHEREAS, any county that has established an agricultural and farmland
 protection board and has not had an agricultural and farmland protection plan
 approved by the Commissioner in the last ten years is eligible for funding; and**

**WHEREAS, Section 5-1(D)(1) of the Putnam County Code requires the
 Legislature to approve all grant applications prior to their submission; and**

**WHEREAS, the County, by and through the Putnam County Department of
 Planning, Development and Public Transportation (the "Department"), is desirous
 of competitively seeking Farmland Protection County planning grant funds
 through NYS Department of Agriculture & Markets, and, in furtherance therefor,
 will submit a grant application; now therefore be it**

**RESOLVED, that the County Executive, together with the Legislature,
 supports the County's grant application for Farmland Protection County Planning
 funds for updating the County's agricultural plan; and be it further**

RESOLVED, that this Resolution shall take effect immediately.

 Legislator Addonizio

 Legislator Birmingham

 Legislator Crowley

 Legislator Ellner

 Legislator Gouldman

 Legislator Jonke

 Legislator Montgomery

 Legislator Russo

 Chairwoman Sayegh

cc:all
phys

**APPROVAL/SUBMISSION OF APPLICATION FOR FARMLAND PROTECTION
COUNTY PLANNING GRANT THROUGH THE NEW YORK STATE DEPARTMENT
OF AGRICULTURE AND MARKETS TO UPDATE THE 2004 PUTNAM COUNTY
AGRICULTURAL & FARMLAND PROTECTION PLAN**

WHEREAS, Farmland Protection County planning grants are available to counties focusing on promoting the economic success of farm operations. In addition to creating specific agricultural protection plans, funds may be used to update local planning documents, including but not limited to the agricultural section of comprehensive plans, land use regulations, and zoning ordinances to ensure that these documents contain clear language and policies that are supportive of the local agriculture industry; and

WHEREAS, Counties are eligible for grants up to \$50,000 or 50% of the cost (whichever is less) for developing a county agriculture and farmland protection plan. The county share of funding must be provided in at least 20% cash (no more than 80% in in-kind services); and

WHEREAS, any county that has established an agricultural and farmland protection board and has not had an agricultural and farmland protection plan approved by the Commissioner in the last ten years is eligible for funding; and

WHEREAS, Section 5-1(D)(1) of the Putnam County Code requires the Legislature to approve all grant applications prior to their submission; and

WHEREAS, the County, by and through the Putnam County Department of Planning, Development and Public Transportation (the "Department"), is desirous to competitively seek Farmland Protection County planning grant funds through NYS Department of Agriculture & Markets, and, in furtherance therefor, will submit a grant application; and

RESOLVED, that the County Executive, together with the Legislature, supports the County's grant application for Farmland Protection County Planning funds for updating the County's agricultural plan; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.

2025 MAY 13 AM 9:51
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Diane Schonfeld

From: Barbara Barosa
Sent: Monday, May 12, 2025 4:22 PM
To: Diane Schonfeld; Diane Trabulsi
Cc: Conrad Pasquale; talloaksny@gmail.com
Subject: Resolution - Request to Apply for Farmland Protection County planning grant
Attachments: Reso-Ag Plan grant .docx

Attached please find a proposed Resolution respectfully requested be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner ● Department of Planning, Development & Public Transportation ●

PHONE | 845.878-3480 ● WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY NEW YORK GOVERNMENT

"Empowering Putnam County through dedicated service."

#6✓

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL – BUDGETARY AMENDMENT (25A041) – SOCIAL SERVICES –
MOBILE CRISIS**

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (25A041) to amend the 2025 Mental Health budget to reflect an extension of 2023 State Aid levels regarding funding code 164 Suicide Prevention & Crisis Services to be passed through to provider agencies in accordance with field office and central office approval for undistributed funds; and

WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

10051460 54647	Sub Contractors – Mobile Crisis	150,000
-----------------------	--	----------------

Increase Estimated Revenues:

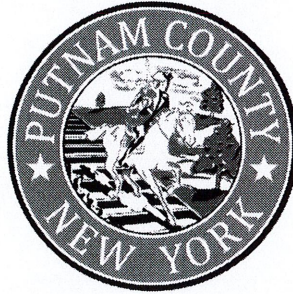
10051460 434981	MH State Aid – Mobile Crisis	150,000
------------------------	-------------------------------------	----------------

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

Legislator Addonizio
Legislator Birmingham
Legislator Crowley
Legislator Ellner
Legislator Gouldman
Legislator Jonke
Legislator Montgomery
Legislator Russo
Chairwoman Sayegh

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*
RE: **Budgetary Amendment – 25A041**
DATE: May 12, 2025

2025 MAY 13 PM 12:21
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Fiscal Manager at DSS and Mental Health, the following budgetary amendment is required.

GENERAL FUND:

INCREASE APPROPRIATIONS:

10051460 54647	SUB CONTRACTORS - MOBILE CRISIS	\$ 150,000.00
----------------	---------------------------------	---------------

INCREASE ESTIMATED REVENUES:

10051460 434981	MH ST AID - MOBILE CRISIS	\$ 150,000.00
-----------------	---------------------------	---------------

2025 Fiscal Impact \$0

2026 Fiscal Impact \$0

Please refer to the attached memorandum from Fiscal Manager Wunner regarding this budgetary amendment.

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner




DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

May 9, 2025

TO: Michael Lewis, Commissioner of Finance

FROM:  Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau

SUBJECT: Mental Health 2025 Budgetary Amendment

Your approval is requested to amend the 2025 Mental Health budget to reflect an extension of 2023 State Aid levels regarding funding code 164 **Suicide Prevention & Crisis Services** to be passed through to provider agencies in accordance with field office and central office approval for undistributed funds. Supporting documentation attached.

Increase Estimated Revenues:

10051460	CONTR. MH SVCS MOBILE CRISIS	
434981	MH ST AID	\$150,000
	Total Revenue	\$150,000


Increase Appropriations:

10051460	CONTR. MH SVCS MOBILE CRISIS	
54647	SUB CONTRACTORS	\$150,000
	Total Appropriations	\$150,000
	Fiscal Impact (25)	- 0 -
	Fiscal Impact (26)	- 0 -

Thank you for your time and consideration of this request.

Attachments:

CENTRAL OFFICE APPROVAL CORESPONDENCE
FIELD OFFICE APPROVAL CORESPONDENCE
OMH Attachment A – Funding Source Allocation Table – 2023 Amendment 14 – 6/17/2024

cc:  Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau

Huang, Songyun (OMH)

From: Wojtkiewicz, April A (OMH)
Sent: Wednesday, December 11, 2024 1:49 PM
To: Huang, Songyun (OMH)
Cc: Brandow, Theresa (OMH); McCormick, Edward (OMH); Milham, Melissa (OMH)
Subject: RE: NCE- SAL 2023 & 2024 - Mobile Crisis Unit Funding FC 164 (\$300K/yr), Putnam

Yes, I approve.

From: Huang, Songyun (OMH) <Songyun.Huang@omh.ny.gov>
Sent: Wednesday, December 11, 2024 1:09 PM
To: Wojtkiewicz, April A (OMH) <April.Wojtkiewicz@omh.ny.gov>
Cc: Brandow, Theresa (OMH) <Theresa.Brandow@omh.ny.gov>; McCormick, Edward (OMH) <Edward.McCormick@omh.ny.gov>; Milham, Melissa (OMH) <Melissa.Milham@omh.ny.gov>
Subject: FW: NCE- SAL 2023 & 2024 - Mobile Crisis Unit Funding FC 164 (\$300K/yr), Putnam

Hi April,

Following your guidance during our last meeting on 11/27/24, I am resending this email to reaffirm what we have approved for Putnam County to extend the Mobile Crisis Start-Up Funding(\$300K per year for two years, effective July 1, 2023). The \$450K allocated to the county's SAL in FC 164 for 2023 and 2024 will now be extended through 2025. Our field office fully supports this extension to provide the county with sufficient time to secure an appropriate service provider.

I assume the close-out team will need to conduct a multi-year close-out process for the years 2023, 2024, and 2025.

Putnam County has requested written confirmation of this approval. Please let me know if you agree to provide a confirmation response of "YES."

Thank you.

SongYun Huang

Fiscal Unit, Hudson River Field Office

NYS Office of Mental Health

- Hudson River Field Office
10 Ross Circle, Suite 5N
Poughkeepsie, NY 12601
Tel: (845)483-3570 | Fax: (845)454-8218

**Counties in the region:* Albany, Columbia, Dutchess, Greene, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington and Westchester

From: Huang, Songyun (OMH)
Sent: Thursday, November 21, 2024 3:20 PM
To: Wojtkiewicz, April A (OMH) <April.Wojtkiewicz@omh.ny.gov>; Blakley, Kristyn (OMH) <Kristyn.Blakley@omh.ny.gov>; Milham, Melissa (OMH) <Melissa.Milham@omh.ny.gov>

Wunner, Kristen (DFA)

From: Huang, Songyun (OMH)
Sent: Wednesday, December 11, 2024 2:12 PM
To: Wunner, Kristen (DFA); Servadio, Sara (DFA)
Cc: Brandow, Theresa (OMH); Messmer, MaryKaye (OMH)
Subject: RE: Mobile Crisis Unit Funding
Attachments: Approved - Putnam Mobile Crisis StartUp Extension FC 164 2023 to 2025.pdf

Hi Sara and Kristen,

Please keep the attached PDF file as a record of our central office's approval to extend the Mobile Crisis Start-Up Funding allocated in 2023 and 2024 under FC 164 through 2025.

SongYun Huang

Fiscal Unit, Hudson River Field Office

NYS Office of Mental Health

- Hudson River Field Office

10 Ross Circle, Suite 5N

Poughkeepsie, NY 12601

Tel: (845)483-3570 | Fax: (845)454-8218

**Counties in the region:* Albany, Columbia, Dutchess, Greene, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington and Westchester

From: Wunner, Kristen (DFA) <Kristen.Wunner@dfa.state.ny.us>
Sent: Wednesday, December 11, 2024 9:48 AM
To: Servadio, Sara (DFA) <Sara.Servadio@dfa.state.ny.us>; Huang, Songyun (OMH) <Songyun.Huang@omh.ny.gov>
Cc: Brandow, Theresa (OMH) <Theresa.Brandow@omh.ny.gov>; Messmer, MaryKaye (OMH) <MaryKaye.Messmer@omh.ny.gov>
Subject: RE: Mobile Crisis Unit Funding

Thank you, Song. Did you receive written approval (mentioned below) from your field office that you can forward for our records?

Thank you,
Kristen



Kristen Wunner

FISCAL MANAGER • Mental Health, Social Services & Youth Bureau

PHONE | 845.808.1500, ext 45210 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY GOVERNMENT NEW YORK

From: Servadio, Sara (DFA) <Sara.Servadio@dfa.state.ny.us>
Sent: Wednesday, December 11, 2024 9:20 AM

To: Huang, Songyun (OMH) <Songyun.Huang@omh.ny.gov>; Wunner, Kristen (DFA) <Kristen.Wunner@dfa.state.ny.us>
Cc: Brandow, Theresa (OMH) <Theresa.Brandow@omh.ny.gov>; Messmer, MaryKaye (OMH) <MaryKaye.Messmer@omh.ny.gov>
Subject: RE: Mobile Crisis Unit Funding

Excellent, thank you.



Sara Servadio

COMMISSIONER • Mental Health, Social Services & Youth Bureau
PHONE | 845.808.1500, ext 45200 • WEBSITE | PUTNAMCOUNTYNY.COM
PUTNAM COUNTY GOVERNMENT NEW YORK

From: Huang, Songyun (OMH) <Songyun.Huang@omh.ny.gov>
Sent: Thursday, November 21, 2024 4:24 PM
To: Wunner, Kristen (DFA) <Kristen.Wunner@dfa.state.ny.us>
Cc: Servadio, Sara (DFA) <Sara.Servadio@dfa.state.ny.us>; Brandow, Theresa (OMH) <Theresa.Brandow@omh.ny.gov>; Messmer, MaryKaye (OMH) <MaryKaye.Messmer@omh.ny.gov>
Subject: RE: Mobile Crisis Unit Funding

Hi Sara and Kristen,

As discussed in the last meeting, I have received verbal approval from our central office to extend the Mobile Crisis Start-Up funding you received for 2023 and 2024 until December 31, 2025.

2023 SAL \$75,000 x 2qts = 150,000

2024 SAL \$75,000 x 4qts = 300,000

\$450,000 (To extend to 12/31/2025)

Please note that the state aid letters (SALs) for 2023 and 2024 will not be reissued. Instead, we will conduct a multi-year close-out for the related funding code and program code combination. This will ensure that your CAT allocation to FC **164/PC 0680** is not recovered at the annual close-out until 12/31/2025.

If you notice any discrepancies related to this matter during the SAL close-out, please bring them to our attention. I will forward the written approval once I receive it.

SongYun Huang

Fiscal Unit, Hudson River Field Office

NYS Office of Mental Health

- Hudson River Field Office

10 Ross Circle, Suite 5N
Poughkeepsie, NY 12601

Tel: (845)483-3570 | Fax: (845)454-8218

**Counties in the region:* Albany, Columbia, Dutchess, Greene, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington and Westchester

From: Wunner, Kristen (DFA) <Kristen.Wunner@dfa.state.ny.us>

Sent: Monday, October 21, 2024 3:24 PM

To: Huang, Songyun (OMH) <Songyun.Huang@omh.ny.gov>

Cc: Servadio, Sara (DFA) <Sara.Servadio@dfa.state.ny.us>

Subject: Mobile Crisis Unit Funding

Hi Song,

As a follow up to our 3pm call, we are inquiring on the use of the \$150k that was allocated to 164 - Suicide Prevention & Crisis Services on our 2023 State Aid letter. I have attached a copy of the Funding Source Allocation Table Amendment 14 and highlighted the funding source in question. As this is a new initiative, we are hoping this can be carried forward into 2024 and even 2025 as the project continues to get off the ground (same for any unspent funds allocated on the 2024 state aid letter). We appreciate your guidance and looking into this.

Thank you,
Kristen



Kristen Wunner

FISCAL MANAGER • Mental Health, Social Services & Youth Bureau

PHONE | 845.808.1500, ext 45210 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY GOVERNMENT NEW YORK

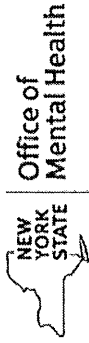
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988lifeline.org

24 hours a day, 7 days a week.

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Aid to Localities Financial System

Attachment A

Funding Source Allocation Table

County Code: 40 County Name: Putnam

Year: 2023 Amendment: 14 - 6/17/2024 3:57:01 PM

Print Date : 05/09/2025 10:52 AM
Printed By : L6884KNW
Page : 1 of 7

<u>Funding Source</u>	<u>Code</u>	<u>Type</u>	<u>Prior Letter Allocation</u>	<u>Allocation Changes Since Prior Letter</u>	<u>Revised Current Fiscal Year Allocation</u>	<u>Annualized Value from Prior Letter</u>	<u>Annualized Value Changes from Prior Letter</u>	<u>Fiscal Year Revised Annualized Value</u>	<u>Beds</u>
Local Assistance	001A	GS	\$59,906	\$0	\$59,906	\$60,488	\$0	\$60,488	
Remarks									
An increase of \$1,748 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$2,328.									
Community Support Services	014	GS	\$110,495	\$0	\$110,495	\$111,568	\$0	\$111,568	
Remarks									
An increase of \$3,219 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$4,292.									
Adult ACT State Aid	034J	GS	\$317,342	\$0	\$317,342	\$321,766	\$0	\$321,766	
Remarks									
Effective 4/1/23, increase of \$13,272 (FAV:\$17,696) represents the 4/1/23 - 12/31/23 value of the 4% COLA funding increase (effective 4/1/23) for program code 2720 (Non-Medicaid Coordination).									
Integrated Supp Emp	037	GS	\$51,825	\$0	\$51,825	\$52,328	\$0	\$52,328	
Remarks									
An increase of \$1,509 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$2,012.									
Allocation adjustment made to 4/1/23 and AVs to correctly reflect 4/1/22 5.4% COLA increase.									
PROS State Aid	037P	GS	\$95,476	\$0	\$95,476	\$95,476	\$(5,840)	\$89,636	



Aid to Localities Financial System

Attachment A

Funding Source Allocation Table

County Code: 40 County Name: Putnam

Year: 2023 Amendment: 14 - 6/17/2024 3:57:01 PM

Print Date : 05/09/2025 10:52 AM
Printed By : L6884KNW
Page : 2 of 7

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Remarks									
Effective 04/01/2023, PROS Residual State Aid and PROS Vocational Initiative funding is being increased based upon the 4% COLA effective 04/01/2023. CY 2023 funding increases PFCS PROSper SA \$1,088 Voc \$1,696.									
Effective 1/1/2023, PROS Residual State Aid and PROS Vocational Initiative funding recalculated based upon monthly census data reported in CAIRS. CY 23 funding amounts are : PI PROSper SA \$36,232 Voc \$56,460.									
Quarterly increase of \$311 (retro to 1/1/23) as a result of a recalculation of the UDC Funding.									
Dwyer Veteran P2P	038F	GS	\$192,400	\$0	\$192,400	\$7,400	\$40,700	\$48,100	
Remarks									
Adjusting AVs to 4/1/2024 LP									
An increase of \$7,400 represents the 4/1/23 - 3/31/24 value of a 4% COLA, effective 4/1/23. The full annual value is \$7,400.									
Funding in the amount of \$185,000 in the SFY 23-24 Enacted Budget for the period of 4/1/2023-3/31/2024, will be used for the Veteran Peer to Peer Support Service Program for veterans suffering from post-traumatic stress syndrome, other related combat stress disorders, or having counseling needs, using individual and small group peer to peer counseling methods. The provider should use the program code 0690 on all OMH financial reporting documents.									
Clinical Infrastructure-Adult	039P	GS	\$61,957	\$0	\$61,957	\$62,560	\$0	\$62,560	
Remarks									
An increase of \$1,805 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$2,408.									
CMHS Kids COVID Relief Funds	044C	F	\$0	\$0	\$0	\$0	\$0	\$0	
Clinical Infrastructure-C&F	046A	GS	\$77,167	\$0	\$77,167	\$77,916	\$0	\$77,916	
Remarks									
An increase of \$2,247 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$2,996.									
Community Support Programs-C&F	046L	GS	\$319,809	\$0	\$319,809	\$322,914	\$0	\$322,914	

Attachment A

Funding Source Allocation Table

County Code: 40 County Name: Putnam

Year: 2023 Amendment: 14 - 6/17/2024 3:57:01 PM

Print Date : 05/09/2025 10:52 AM
 Printed By : L6884KNW
 Page : 3 of 7

<u>Funding Source</u>	<u>Code</u>	<u>Type</u>	<u>Prior Letter Allocation</u>	<u>Allocation Changes Since Prior Letter</u>	<u>Revised Current Fiscal Year Allocation</u>	<u>Annualized Value from Prior Letter</u>	<u>Annualized Value Changes from Prior Letter</u>	<u>Fiscal Year Revised Annualized Value</u>	<u>Beds</u>
Remarks									
An increase of \$9,315 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$12,420.									
Supported Housing	078	GS	\$2,188,926	\$0	\$2,188,926	\$2,228,621	\$0	\$2,228,621	76
Remarks									
Effective 4/1/23, a \$930 per bed COLA and a \$1,812 per bed stipend increase are being allocated for 76 SH beds. The first year value of this increase is \$156,294. The full annual value is \$208,392.									
Effective 4/1/2023, an FMR stipend increase of \$1,392 per bed is being added to 76 SH beds. The first year value of this increase is \$79,344. The full annual value of this increase is \$105,792.									
Effective 1/1/23, a \$1,200 per bed stipend increase is being added for 78 Supportive Housing beds enrolled to participate in the SH SPA roll out. The first year value of this increase is \$187,200 and includes \$93,600 for start-up. The ongoing (full annual) value of this increase is \$93,600.									
Effective 4/1/22, a \$3,312 per bed stipend increase is being allocated for 76 SH beds. The first year value (2022) of this increase is \$188,784 and has been allocated in 122P. The FAU (2023) of this increase is \$251,712.									
Prior Year Liability	122P	GS	\$193,752	\$0	\$193,752	\$0	\$0	\$0	
Remarks									
See remark(s) in FSC(s) 078 and 200C.									
Expanded Community Support Adult	142A	GS	\$273,659	\$0	\$273,659	\$276,316	\$0	\$276,316	



Aid to Localities Financial System

Attachment A
Funding Source Allocation Table

County Code: 40 County Name: Putnam

Year: 2023 Amendment: 14 - 6/17/2024 3:57:01 PM

Print Date : 05/09/2025 10:52 AM
Printed By : L6884KNW
Page : 4 of 7

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter		Fiscal Year Revised Annualized Value	Beds
							Annualized Value	Letter		

Remarks

Allocation supports Advocacy/Support services (\$23,000 annualized) and a Self-Help program (\$215,000 annualized), effective 7/1/2014. The advocacy program code to be included on OMH's financial reports is Advocacy/Support Services (1760). The self-help program code to be included on OMH's financial reports is Self Help Programs (2770). These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

An increase of \$7,971 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$10,628.

Allocation supports Advocacy/Support services (\$23,000 annualized) and a Self-Help program (\$215,000 annualized), effective 7/1/2014; plus 4/1/16 COLA 0.2% (\$476); 1/1/18 & 4/1/20 Workforce Enhancements (\$6,648); 1/1/20 & 4/1/20 Workforce Enhancements (\$4,500); and 4/1/21 COLA 1% (\$2,452). The advocacy program code to be included on OMH's financial reports is Advocacy/Support Services (1760). The self-help program code to be included on OMH's financial reports is Self Help Programs (2770). These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Suicide Prevention & Crisis Services	164	GS	\$150,000	\$0	\$150,000	\$150,000	\$0		\$150,000	
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Remarks

Effective 7/1/2023, quarterly allocation of \$75,000 to provide one-time start-up funding to help support the development of behavioral health Mobile Crisis services. Program code 0680 should be used on all OMH financial reporting documents.

Trans. Mgmt. Kendra's	170B	GS	\$7,626	\$0	\$7,626	\$7,700	\$0		\$7,700	
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Remarks

An increase of \$222 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$296.

MGP Admin Kendra's	170C	GS	\$2,509	\$0	\$2,509	\$2,532	\$0		\$2,532	
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Office of
Mental Health

Aid to Localities Financial System

Attachment A

Funding Source Allocation Table

County Code: 40 County Name: Putnam

Year: 2023 Amendment: 14 - 6/17/2024 3:57:01 PM

Print Date : 05/09/2025 10:52 AM

Printed By : L6884KNW

Page : 5 of 7

<u>Funding Source</u>	<u>Code</u>	<u>Type</u>	<u>Prior Letter Allocation</u>	<u>Allocation Changes Since Prior Letter</u>	<u>Revised Current Fiscal Year Allocation</u>	<u>Annualized Value from Prior Letter</u>	<u>Annualized Value Changes from Prior Letter</u>	<u>Fiscal Year Revised Annualized Value</u>	<u>Beds</u>
Remarks									
An increase of \$73 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$96.									
Article 28&31 Closure Re-Invest. (Adult)	175A	GS	\$27,472	\$0	\$27,472	\$27,740	\$0	\$27,740	
Remarks									
The State aid allocation includes \$27,740 (annualized) for a respite services program. The program code to be included on OMH's financial reports is Respite Services (0650). These funds are pursuant to the approved Article 28 closure reinvestment plans (Stony Lodge/Rye Hospitals). These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.									
An increase of \$800 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$1,068.									
The State aid allocation includes \$25,000 (annualized) for a respite services program, effective January 1, 2015, plus 4/1/16 COLA 0.2% (\$52); and 4/1/21 COLA 1% (\$252). The program code to be included on OMH's financial reports is Respite Services (0650). These funds are pursuant to the approved Article 28 closure reinvestment plans (Stony Lodge/Rye Hospital). These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.									
Com. Reinvestment	200	GS	\$786,776	\$0	\$786,776	\$794,416	\$0	\$794,416	
Remarks									
An increase of \$22,916 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$30,556.									
Supported Housing - Workforce RIV	200C	GS	\$52,682	\$0	\$52,682	\$0	\$0	\$0	2



**Office of
Mental Health**
Aid to Localities Financial System

Attachment A

Funding Source Allocation Table
County Code: 40 County Name: Putnam
Year: 2023 Amendment: 14 - 6/17/2024 3:57:01 PM

Print Date : 05/09/2025 10:52 AM
Printed By : L6884KNW
Page : 6 of 7

<u>Funding Source</u>	<u>Code</u>	<u>Type</u>	<u>Prior Letter Allocation</u>	<u>Allocation Changes Since Prior Letter</u>	<u>Revised Current Fiscal Year Allocation</u>	<u>Annualized Value from Prior Letter</u>	<u>Annualized Value Changes from Prior Letter</u>	<u>Fiscal Year Revised Annualized Value</u>	<u>Beds</u>
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Remarks

Effective 4/1/23, a \$930 per bed COLA and a \$1,812 per bed stipend increase are being allocated for 2 SH beds. The first year value of this increase is \$4,113. The full annual value is \$5,484.

Effective 4/1/2023, an FMR stipend increase of \$1,392 per bed is being added to 2 SH beds. The first year value of this increase is \$2,088. The full annual value of this increase is \$2,7

Effective 4/1/22, a \$3,312 per bed stipend increase is being allocated for 2 SH beds. The first year value (2022) of this increase is \$4,968 and has been allocated in 122P. The FAV (2023) of this increase is \$6,624.

Commissioner's Perf.

400 GS

\$27,262

\$0

\$27,262

\$27,524

\$0

\$27,524

Remarks

An increase of \$796 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$1,058.

Health Home

570 GS

\$68,553

\$0

\$68,553

\$69,220

\$0

\$69,220

Remarks

An increase of \$1,997 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$2,664.

Kids Health Home Care Management

570K GS

\$54,170

\$0

\$54,170

\$54,696

\$0

\$54,696

Remarks

An increase of \$1,578 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$2,104.

Funding Reduction/COLA

965 GS

\$0

\$0

\$0

\$0

\$0

\$0

Remarks

Effective 4/1/23, an estimated allocation of \$84,667 for the proposed 2.5% COLA. Any changes to allocations related to the SFY24 Enacted Budget will be reconciled in April of 2023 when the final COLA amounts are allocated by fund source code.



Office of
Mental Health

Aid to Localities Financial System

Attachment A

Funding Source Allocation Table

County Code: 40 County Name: Putnam

Year: 2023 Amendment: 14 - 6/17/2024 3:57:01 PM

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Page : 7 of 7

<u>Funding Source</u>	<u>Code</u>	<u>Type</u>	<u>Prior Letter Allocation</u>	<u>Allocation Changes Since Prior Letter</u>	<u>Revised Current Fiscal Year Allocation</u>	<u>Annualized Value from Prior Letter</u>	<u>Annualized Value Changes from Prior Letter</u>	<u>Fiscal Year Revised Annualized Value</u>	<u>Beds</u>
Personnel Services Enhancements	9655	GS	\$73,538	\$0	\$73,538	\$74,252	\$4,282	\$78,534	
Remarks									
An increase of \$2,142 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$2,856.									
The SFY 23 Enacted Budget included funding for increases to minimum wage, effective 1/1/2023.									
Grand Total:			\$5,193,302	\$0	\$5,193,302	\$4,825,433	\$39,142	\$4,864,575	

#6w

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL – GRANT APPLICATION – OFFICE FOR SENIOR RESOURCES – FIELD
HALL FOUNDATION – HOME SAFETY AND ENVIRONMENTAL SUPPORT
PROGRAM**

WHEREAS, the Director of the Office For Senior Resources (OSR) would like to apply for the Fall 2025 – Small Grant under the Field Hall Foundation for approximately \$15,000; and

WHEREAS, the funds would be used for a Home Safety and Environmental Support Program to deliver safety-focused home modifications and supportive services that enable older adults in Putnam County to live independently and safely in their homes for as long as possible; and

WHEREAS, the total cost of the proposed program is \$15,000 with 100% of the funds dedicated to serving older adults; and

WHEREAS, with the Foundation's support, it is anticipated to directly serve approximately 30 older adults during the grant period, based on an average project cost of \$500.00; and

WHEREAS, there are no County matching funds required; and

WHEREAS, the Health, Social, Educational & Environmental Committee has considered and approved of this grant application; now therefore be it

RESOLVED, that the Putnam County Legislature approves and authorizes the Office For Senior Resources to apply for the Fall 2025 – Small Grant under the Field Hall Foundation.

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

MARLENE G. BARRETT
DIRECTOR



cc: all Health *Reso*
KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

DATE: May 12, 2025

TO: Honorable Toni Addonizio
Chairwoman, Health, Social, Educational & Environmental Committee

CC: Diane Schonfeld
Clerk to the Legislature

FROM: Marlene Barrett
Director

RE: OSR 2025 Grant Application for Field Hall Foundation

The Office for Senior Resources (OSR) is seeking approval from the Legislature to apply for a grant to provide funding through the Field Hall Foundation for Home Safety and Environmental Support Program. It is our intent to apply for funding in order to deliver safety-focused home modifications and supportive services that enable older adults in Putnam County to live independently and safely in their homes for as long as possible. We anticipate serving approximately 30 unduplicated older adults with the requested funding, based on an average project cost of \$500; the actual number served may vary depending on the specific needs of each individual and cost per service. There is no county match. A draft copy of the grant application is attached for your review.

It is respectfully requested that this matter be placed on the agenda for the meeting of the Health, Social, Educational, & Environmental Committee to be held on May 19, 2025.

Thank you for your consideration.

2025 MAY 12 PM 1:24
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Field Hall Foundation
Fall 2025—Small Grant LOI Cover Sheet

Date: May 2025

Name of Organization: Putnam County Office for Senior Resources

Organization's Executive Director: Marlene Barrett

Contact Person and Title (*if not the Executive Director*):

Telephone Number: (845) 808-1700

E-mail: marlene.barrett@putnamcountyny.gov

Address: 110 Old Route 6, Bld. 3, Carmel, New York 10512

Type of Organization: _____ 501(c)(3) Not-for-Profit **X** Local Unit of Government

Federal Tax Identification #: 14-6002759

Organization's Operating Budget: \$6,501,755.00

Dates Covered by the Operating Budget (mo/day/year): 1/1/2025- 12/31/2025

Proposed Program/Project Name: Home Safety and Environmental Support Program

Purpose of Program/Project (*one sentence*): To deliver safety-focused home modifications and supportive services that enable older adults in Putnam County to live independently and safely in their homes for as long as possible.

Focus Area(s) Addressed: ___ Food Insecurity ___ Home-based Care Services
 ___ Respite/Support Services for Caregivers **X** Safety/Security/Older Adult Abuse
 ___ Social Work/Case Management ___ Transportation
 ___ Other; *Specify*:

County(ies) Impacted: ___ Dutchess **X** Putnam ___ Westchester

Proposed Program/Project's Total Budget: \$15,000

Grant Amount Requested from Field Hall Foundation (*up to \$15,000*): \$15,000

Number of Unduplicated Older Adults/Caregivers Impacted by the Requested Funding: We anticipate serving approximately 30 unduplicated older adults with the requested funding, based on an average project cost of \$500; the actual number served may vary depending on the specific needs of each individual and cost per service.

Field Hall Foundation
Small Grant Letter of Inquiry

A. Introduction to Organization *(one half page maximum)*

The Putnam County Office for Senior Resources (formerly the Office for Aging) has been serving older adults since 1969, initially funded through the Older Americans Act and the Putnam County Board of Directors. Established to develop services, opportunities, and facilities for older adults, we have grown into the primary planner, coordinator, and direct service provider for individuals aged 60 and over in Putnam County.

Over the past five decades, our offerings have expanded in response to the evolving needs of our aging population. In addition to foundational programs such as Information and Referral, Legal Services, and Congregate Meals, we now provide Home Delivered Meals, Social Model Adult Day Services, four Friendship Centers, EISEP, HEAP, HIICAP, Medical Transportation, and Caregiver Resource Centers.

Our mission is to stimulate, promote, coordinate, and administer programs that enhance the quality of life for older adults and their caregivers. We place special emphasis on long-term care services and ensure equitable access to high-quality support, especially for those who are frail, economically disadvantaged, or part of underserved populations.

With a dedicated team of 70 staff members and over 400 SeniorCorps volunteers, we are proud to have been recognized with a 2023 Aging Achievement Award from USAging for our innovative Helping Hands Program, which addresses the growing gap in home care services amid a home health aide shortage. Our continued commitment to creative, responsive, and compassionate service sets us apart as a leader in aging services in Putnam County.

B. The Need and The Solution *(one page maximum)*

In Putnam County, the aging population is rapidly increasing, with over 26,000 adults aged 60 and older—many of whom face mounting challenges to safely age in place. The majority (over 85%) of these older adults are homeowners, a rate significantly higher than both neighboring counties and the New York State average of 66%. While homeownership provides stability, many of these homes are aging and were not designed with the safety or environmental needs of older residents in mind.

Our proposed program specifically targets low-income homeowners aged 60 and older, defined as those earning no more than 300% of the federal poverty level. This population often lacks the financial resources and physical support to make even minor improvements that can drastically reduce health and safety risks. Falls, infestations, and mobility limitations are among the top issues that lead to premature institutionalization, increased healthcare costs, and reduced quality of life for seniors.

The Putnam County Office for Senior Resources proposes a Home Safety and Environmental Support Program to address this growing need. The program will provide critical services including minor home modifications—such as grab bar installation, improved lighting, and entryway adaptations—as well as basic pest control interventions to eliminate environmental health hazards. These services help create safer, healthier living conditions that allow older adults to remain in their homes with dignity and reduced risk.

Priority will be given to those who are very low-income and have no other means or opportunities to receive these essential modifications or services. We aim to serve as many vulnerable older adults as possible. With the Foundation's support, we anticipate directly serving approximately 30 older adults during the grant period, based on an average project cost of \$500. The actual number served may vary depending on individual needs and the type of intervention required.

Our organization is primarily funded through federal, state, and county allocations, including the Older Americans Act, the New York State Office for the Aging, and the Putnam County government. We also receive contributions and income from cost shares, which are reinvested into program operations to enhance service delivery and reach.

The total cost of the proposed program is \$15,000, with 100% of the funds dedicated to serving older adults. The requested grant will be used to cover the direct costs of safety modifications, pest control services, necessary materials, and labor.

We plan to implement this program within the Foundation's designated grant period of November 2025 through October 2026 and do not require an alternate timeline.

By addressing both structural safety and environmental hazards, this program offers a comprehensive, cost-effective solution to help older adults in Putnam County remain safe, stable, and independent in their own homes.

C. The Goal and Evaluation *(one half page maximum)*

Program success will be defined by our ability to enhance the safety, accessibility, and environmental health of the homes of low-income older adults in Putnam County, enabling them to remain in their homes with improved stability and reduced risk of injury or displacement. Success will also be reflected in positive participant feedback, increased confidence in home safety, and reduced reliance on emergency interventions or institutional care.

We will evaluate the program by using the following measures:

Quantitative Evaluation:

- **Number of unduplicated older adults served** through safety modifications and/or pest control services
- **Type and number of services provided**, such as grab bar installations, lighting upgrades, and pest control treatments
- **Average cost per project** and comparison against projected budget
- **Geographic distribution** of service recipients across Putnam County to ensure equitable reach
- **Timeliness** of service delivery from referral to completion

Qualitative Evaluation:

- **Client satisfaction surveys** will be conducted following each completed service to gather feedback on perceived improvements in home safety and overall well-being
- **Follow-up phone interviews** with a sample of participants to assess changes in confidence, mobility, and feelings of independence within their homes
- **Staff and vendor observations** will be documented to evaluate challenges encountered and best practices in service delivery

This combination of data-driven analysis and personal feedback will allow us to continuously monitor program effectiveness, make real-time adjustments, and report meaningful outcomes to the Foundation. Our ultimate goal is to demonstrate not only the number of individuals served, but also the real impact on their quality of life and ability to age safely in place.

#6x

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL – GRANT – OFFICE FOR SENIOR RESOURCES – SOCIAL ADULT
DAYCARE SERVICES (SADS) PROGRAM**

WHEREAS, the Director of the Office For Senior Resources (OSR) has requested approval for a new five-year cycle contract with the State of New York Contract for Grants provided through the NYS Office For Aging (NYSOFA); and

WHEREAS, the contract term is 2/02/2025 through 01/31/2030 with a yearly amount of \$105,007.00 for a total of \$525,035.00 over the five-year period; and

WHEREAS, this grant requires a County match of 25%; and

WHEREAS, the grant monies received will be used for the operations and expenditures of the OSR Social Adult Daycare Services (SADS) Program; and

WHEREAS, this program provides a variety of long-term care services to functionally impaired individuals, whether due to physical or cognitive impairments, in a congregate community, and pursuant to a person-centered service plan; and

WHEREAS, the goal of the SADS program is to prevent or delay institutional care, improve the quality of life functionally and/or cognitively impaired adults, and provide respite for informal caregivers; and

WHEREAS, the Health, Social, Educational & Environmental Committee has considered and approved of this grant; now therefore be it

RESOLVED, that the Putnam County Legislature approves and authorizes the new five-year cycle contract with the State of New York Contract for Grants provided through the NYS Office For Aging (NYSOFA) for the operations and expenditures of the Office for Senior Resources Social Adult Daycare Services (SADS) Program.

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE



*cc: all
Health - may
Reso*


MARLENE G. BARRETT
DIRECTOR

MEMORANDUM

DATE: April 14, 2025

TO: Amy Sayegh, Chairwoman
Putnam County Legislature

CC: Diane Schoenfeld, Clerk
Putnam County Legislature

FROM: Marlene Barrett 
Director

RE: Contract Approval
State of New York Contract for Grants
Social Adult Daycare Services Program (SADS)

2025 APR 15 PM 3:41
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

May we respectfully request that the enclosed State of New York Contract for Grants be submitted before the appropriate Legislative Committee for approval? The grant monies received will be used for the operations and expenditures of the Office for Senior Resources Social Adult Daycare Services Program (SADS). This program provides a variety of long-term care services to functionally impaired individuals, whether due to physical or cognitive impairments, in a congregate community, and pursuant to a person-centered service plan (PCSP). SADS core services include socialization, supervision and monitoring, personal care, and nutrition in a protective setting. The goal of a SADS program is to prevent or delay institutional care, improve the quality of life functionally and/or cognitively impaired adults, and provide respite for informal caregivers.

This is a new five-year cycle contract of a grant that the Office for Senior Resources has received multiple times. The yearly amount of the grant is \$105,007.00 for a total of \$525,035.00 over the five-year period. As well, this grant requires a County match of 25% therefore requiring Legislative approval pursuant to Section 5-1(D)(1) of the Putnam County Code.

Thank you for your attention to this request.

MB/sg
encl.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Office for the Aging 2 Empire State Plaza Albany, NY 12223-1251</p>	<p>BUSINESS UNIT/DEPT ID: OFA01 1010000</p> <p>CONTRACT NUMBER: OFA01-C240035GM-1010000</p> <p>CONTRACT TYPE (select one): <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement </p>
<p>CONTRACTOR NAME: PUTNAM COUNTY OF</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods) : <input type="checkbox"/> Amendment (list periods) : </p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002443 Federal Tax ID Number: 146002759</p>	<p>PROJECT NAME: SADS Lump Sum</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: ATTN COUNTY CLERK 40 GLENEIDA AVE RM 100 CARMEL, NY 10512</p> <p>CONTRACTOR PAYMENT ADDRESS: 40 GLENEIDA AVE CARMEL, NY 10512</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS: 40 GLENEIDA AVE CARMEL, NY 10512</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS: sheila.barrett2@putnamcountyny.gov</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-For- Profit </p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: N/A</p> <p><input type="checkbox"/> Sectarian Entity</p>
<p>CURRENT CONTRACT TERM: From: 02/01/2025 To: 01/31/2030</p> <p>AMENDED TERM: From: To:</p>	<p>CONTRACT FUNDING AMOUNT (Fixed Term – enter current period amount; Simplified Renewal – enter cumulative amount to date; Multi-year – enter total projected amount of the contract):</p> <p>CURRENT: \$525,035.00</p> <p>AMENDED: \$0.00</p> <p>FUNDING SOURCE(S) <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other </p>

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

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

- ☒ Appendix A
- ☒ Attachment A:
 - ☒ A-1 Agency Specific Terms and Conditions
 - ☒ A-2 Program Specific Terms and Conditions
 - ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- ☒ Attachment B:
 - ☒ B-1 Expenditure Based Budget
 - ☐ B-2 Performance Based Budget
 - ☐ B-3 Capital Budget
 - ☐ B-4 Net Deficit Budget
 - ☐ B-1(A) Expenditure Based Budget (Amendment)
 - ☐ B-2(A) Performance Based Budget (Amendment)
 - ☐ B-3(A) Capital Budget (Amendment)
 - ☐ B-4(A) Net Deficit Budget (Amendment)
- ☒ Attachment C: Work Plan
- ☒ Attachment D: Payment and Reporting
- ☒ Other:
 - Attachment E-Budget
 - Attachment M-MWBE
 - Attachment W-Workplan

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

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

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

CONTRACTOR: PUTNAM COUNTY OF

By:

Printed Name

Title:

Date:

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

STATE AGENCY:

By:

Printed Name

Title:

Date:

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By:

Printed Name

Title:

Date:

STATE COMPTROLLER'S SIGNATURE

By:

Printed Name

Title:

Date:

STATE OF NEW YORK CONTRACT FOR GRANTS

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

to the Contract.

- I. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.
- J. **Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.
- K. **Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.
- L. **Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.
- M. **Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

- 1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
- 2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

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

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

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

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

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

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

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

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

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

4. Suspension:

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

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

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

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

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

C. Use of Material, Equipment, Or Personnel:

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

D. Property:

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

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

E. Records and Audits:

1. General:

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

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

F. Confidentiality

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

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

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

G. Publicity:

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

H. Web-Based Applications-Accessibility:

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

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

I. Unemployment Insurance Compliance:

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

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

J. Charities Registration:

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

K. Vendor Responsibility:

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

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

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

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

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

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

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

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

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

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

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

ATTACHMENT A-1 AGENCY CLAUSES

The provisions of this Attachment A-1 apply to all New York State Office for the Aging (NYSOFA) grant contracts. Program specific clauses, if any, are contained in Attachment A-2.

I. General Provisions

- A. **Laws, Rules, Regulations:** The Contractor shall comply with all applicable New York State Laws, including the State Finance Law and Article II, Title I of the Elder Law, and with all applicable rules and regulations of the State and the Office of the State Comptroller which are in effect or become effective during the term of this Agreement.
- B. **Non-Discrimination Statutes:** The Contractor agrees to comply with all federal and State non-discrimination laws and regulations affecting this agreement, including the Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. § 621, *et seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101, *et seq.*), the Civil Rights Act of 1964, as amended, (42 U.S.C. Chapter 21), the Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)), the New York State Human Rights Law, as amended (Article 15 of the Executive Law), and all rules and regulations pertaining thereto which are in effect or become effective during the term of this Agreement.
- C. **Language Accessibility:** The Contractor agrees to examine the services it provides and develop and implement a system so that persons with limited English proficiency can have meaningful access to those services.
- D. **State Monitoring:** The Contractor agrees to and shall cooperate with all efforts by the State to monitor activities under this Agreement, including but not limited to announced and unannounced on-site visits by State staff, disclosure of all program files and related fiscal records, and development of a corrective action plan if required by the State.
- E. **Program Changes:** The Program Work Plan (Attachment C) shall not be modified without approval from the State. If modification to the Program Work Plan is necessary, the Contractor must submit a written request to the State and await State approval before implementing such changes.
- F. **Budget Changes:** The Contractor shall make expenditures only for authorized items of expense contained in the Budget (Attachment B). Cost overruns of up to \$1,000 or 10% (whichever is greater) for an individual budget category for authorized

items of expense will be allowed as long as the total costs do not exceed the total amount of the contract. If expenditures for other than authorized items become necessary, the Contractor shall submit a written request for approval from the State and await State approval before incurring such expenditures. Also, if costs for an individual budget category will exceed the budgeted amount by more than \$1,000 or 10%, whichever is greater, a budget modification must be approved in writing by the State before these costs will be reimbursed. Budget modifications shall not result in an increase in the amount made available under this Agreement unless the State gives its express written consent.

G. Notice:

1. Notices to the State shall be addressed to the New York State Office for the Aging at the address identified on the face page of this Master Contract and shall include the Project Name and Contract Number.
2. Notices to the Contractor shall be addressed to the Contractor's designee identified in Attachment C, the Work Plan.

H. Subcontracts: The Contractor may enter into subcontracts for the provision of the services under this Agreement. All such subcontracts shall be written according to State and local standards and a copy of each executed subcontract shall be forwarded to the State prior to payment by the State for expenditures incurred under such subcontract. All applicable grant provisions contained in this contract and agreed to by the contractor must be extended to each subcontractor and included in the contract with the subcontractor. 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 Agreement.

I. Aging Network Cooperation: The Contractor shall work cooperatively with and consult with the Area Agencies on Aging in the region to be served by this Agreement.

J. Community Cooperation: The Contractor shall work cooperatively with public and private agencies, institutions, organizations, and associations within New York State and, where appropriate, with national organizations in the development of activities under this Agreement.

K. Contract Personnel: The Contractor is solely responsible for recruitment, hiring, and retention, of all personnel to be employed in the conduct of this Agreement. The Contractor shall ensure that the personnel hired are qualified to carry out the activities outlined in this Agreement.

L. Supplement of Existing Funding: The Contractor agrees that these funds shall be used to supplement, and not supplant, any existing public or private funding.

M. Indemnification Claims or Lawsuits: The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the State for the infringement of United States patents, copyrights, or trademarks arising from the Contractor's or the State's use of any equipment, materials or information prepared, developed, or furnished by the Contractor in connection with the performance of this contract, and in any such suit shall satisfy any final judgment for such infringement. The State will give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If principles of governmental or public law are involved, the State may participate in the defense of any action identified but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent. If, in the Contractor's opinion, the equipment, materials, or information mentioned above is likely to or does become the subject of a claim of infringement of a United States patent, trademark, or copyright, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may substitute other suitable equipment, materials and information, or at the Contractor's option and expense, obtain the right for the Contractor and the State to continue the use of such equipment, materials and information. If the Contractor wishes to use copyrighted, patented, or trademarked material it shall be responsible to obtain such rights to reproduction and use of the materials so that the State can use it in any way it deems necessary, including all rights to copy and reproduce such materials it sees fit. This will not be at any additional expense to the State beyond the amount of the contract.

II. Term, Termination and Suspension

[Reserved]

III. Payment and Reporting

[Reserved]

IV. Additional Contractor Obligations, Representations and Warranties

A. Property:

1. The Contractor agrees that all rights and title to any materials (manuals, tests, guides, audio or visual materials or devices) developed with funds under this Agreement shall become the property of the State. Reproduction, distribution, sale, release or other use of such material by the Contractor must be specifically requested in writing by the Contractor and must receive prior approval by the State.

2. The Contractor agrees that any public information materials or other printed or published materials will:

a) Give due recognition to the fact that the program is supported with State Funds and, if funded with Federal funds, the applicable Federal funding agency. Such recognition shall be in a form prescribed by the State; and

b) State that the opinions, results, findings, and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State and, if funded with Federal funds, the applicable Federal funding agency. Such statement shall be in a form prescribed by the State.

3. Equipment (those items having an acquisition cost of \$1,000 or more per unit and a useful life of at least one year) purchased under this Agreement shall be the property of the Contractor and shall be used by the Contractor in the program for which it was acquired as long as needed, whether or not the Contractor continues to receive State funds. The State reserves the right to require the transfer of the equipment purchased under this Agreement if it is no longer needed in the program for which it was acquired.

B. Confidentiality: The Contractor agrees to maintain the confidentiality of all personal information collected in its performance of this Agreement.

C. Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses: Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. NYSOFA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of NYSOFA contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

**ATTACHMENT A-2
PROGRAM SPECIFIC CLAUSES**

NYSOFA SADS programs must meet or exceed the NYSOFA regulation for social adult day care NYCRR Subtitle Y Part 6654.20 Services – Social Adult Day Care Programs. Contractor agrees to meet the three Objectives specified in the Work Plan (Attachment W) to meet the Goal.

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Multi Year
Contract Term: 02/01/2025 - 01/31/2030
Contract Amount: \$525,035.00

Contract Period Information Details

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

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

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

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

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	02/01/2025 - 01/31/2026	\$105,007.00			Y	Y
2	02/01/2026 - 01/31/2027	\$105,007.00			Y	N
3	02/01/2027 - 01/31/2028	\$105,007.00			Y	N
4	02/01/2028 - 10/31/2029	\$105,007.00			Y	N
5	02/01/2029 - 01/31/2030	\$105,007.00			Y	N

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: SADS Lump Sum
 CONTRACTOR NAME: PUTNAM COUNTY OF
 CONTRACT PERIOD NUMBER: 1
 CONTRACT PERIOD: From: 02/01/2025
 To: 01/31/2026

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) FRINGE	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0%	\$0.00	\$0.00
2) Non Personal Services					
a) CONTRACTUAL	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) TRAVEL	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Subtotal	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Total	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL WORKSHEET – OTHER**

OTHER TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. see attachment E -Budget	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Total	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00

OTHER NARRATIVE

see attachment E -Budget

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: SADS Lump Sum
 CONTRACTOR NAME: PUTNAM COUNTY OF
 CONTRACT PERIOD NUMBER: 2
 CONTRACT PERIOD: From: 02/01/2026
 To: 01/31/2027

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) FRINGE	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0%	\$0.00	\$0.00
2) Non Personal Services					
a) CONTRACTUAL	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) TRAVEL	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Subtotal	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Total	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL WORKSHEET – OTHER

OTHER TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. See attachment E-Budget	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Total	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00

OTHER NARRATIVE
See attachment E-Budget

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: SADS Lump Sum
CONTRACTOR NAME: PUTNAM COUNTY OF
CONTRACT PERIOD NUMBER: 3
CONTRACT PERIOD: From: 02/01/2027
To: 01/31/2028

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) FRINGE	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0%	\$0.00	\$0.00
2) Non Personal Services					
a) CONTRACTUAL	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) TRAVEL	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Subtotal	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Total	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL WORKSHEET – OTHER**

OTHER TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. See attachment E-Budget	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Total	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00

OTHER NARRATIVE
See attachment E-Budget

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: SADS Lump Sum
CONTRACTOR NAME: PUTNAM COUNTY OF
CONTRACT PERIOD NUMBER: 4
CONTRACT PERIOD: From: 02/01/2028
To: 10/31/2029

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) FRINGE	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0%	\$0.00	\$0.00
2) Non Personal Services					
a) CONTRACTUAL	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) TRAVEL	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Subtotal	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Total	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL WORKSHEET – OTHER

OTHER TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. See attachment E-Budget	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Total	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00

OTHER NARRATIVE
See attachment E-Budget

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: SADS Lump Sum
CONTRACTOR NAME: PUTNAM COUNTY OF
CONTRACT PERIOD NUMBER: 5
CONTRACT PERIOD: From: 02/01/2029
To: 01/31/2030

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) FRINGE	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0%	\$0.00	\$0.00
2) Non Personal Services					
a) CONTRACTUAL	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) TRAVEL	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Subtotal	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Total	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL WORKSHEET – OTHER

OTHER TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. See attachment E-Budget	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00
Total	\$105,007.00	\$0.00	0%	\$0.00	\$105,007.00

OTHER NARRATIVE

See attachment E-Budget

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: SADS Lump Sum
CONTRACTOR NAME: PUTNAM COUNTY OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 02/01/2025
To: 01/31/2026

See attachment W- Workplan

ATTACHMENT C – WORK PLAN
DETAIL

Objective	
1 See attachment W- Workplan -	See attachment W- Workplan
Task	
Performance Measures	

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

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

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

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

B. Advance Payments and Claiming Requirements:

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

Schedule A: Claiming Requirement

Period 1: 02/01/2025 - 01/31/2026			
Claim Number	Claim Type	Claim Period	Due Date
1	Advance(25%)	02/01/2025 - 01/31/2026	02/01/2025
2	Quarterly Reimbursement	02/01/2025 - 04/30/2025	05/30/2025
3	Quarterly Reimbursement	05/01/2025 - 07/31/2025	08/30/2025
4	Quarterly Reimbursement	08/01/2025 - 10/31/2025	11/30/2025
5	Quarterly Reimbursement	11/01/2025 - 01/31/2026	03/02/2026

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.
 - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
 - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

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

☐ Expenditure Report Required

C. Refunds:

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

D. Progress Reporting Requirements:

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

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

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

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

E. Special Payment and Reporting Provisions:

Period 1:

ATTACHMENT E **BUDGET SUMMARY**

Contractor: Putnam County Office for Senior Resources

Contract: C240035

Contract Period: 2/1/25 - 1/31/26

Budget Category	Administration	Services Costs	Total Costs
1. Personnel	\$ -	\$ 145,557	\$ 145,557
2. Fringe Benefits	-	87,334	87,334
3. Equipment	-	-	-
4. Travel	-	-	-
5. Maintenance & Operations	-	1,350	1,350
6. Other Expenses	-	-	-
7. Subcontractors/Consultants	-	-	-
8. Total Budget (sum of Lines 1 - 7)	-	234,241	234,241
9. Less: Program Income/Contributions	\$ -	\$ -	\$ -
10. Net Budget (Line 8 minus Line 9)	\$ -	\$ 234,241	\$ 234,241
11. Less: Matching Funds	\$ -	\$ 129,234	\$ 129,234
12. State Funds Requested	\$ -	\$ 105,007	\$ 105,007

Contract Number: C240035

Page 1 of 6: Attachment E- Budget

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

1. Personnel					
Complete for Each Position Name and Title	Annual Salary or Hourly Rate	Admin	Services	Charged to Program	
N Kennedy, Frances (35 hrs)	86,626		43,313	43,313	
T Case Manager/RN					
N Mayer, Kim (35 hrs)	82,499		41,250	41,250	
T Caseworker					
N Connolly, Kathleen (25 hrs)	27,308		8,192	8,192	
T Daycare Helper					
N Cole, Rita (35 hrs)	48,930		14,679	14,679	
T Daycare Helper					
N Hartnett, Patricia (35 hrs)	42,267		12,680	12,680	
T Daycare Helper					
N Redner, Linda (25 hrs)	30,191		9,057	9,057	
T Daycare Helper					
N Gilroy, Michele (25 hrs.)	27,308		8,192	8,192	
T Daycare Helper					
N Zallo, Susan (25 hrs.)	27,308		8,192	8,192	
T Daycare Helper					
N			-	-	
T					
N			-	-	
T					
NOTE: If employee is paid a salary, then list the annual salary. If employee is not on salary, then list the hourly rate. When reporting the rate of pay on vouchering forms, the format (i.e., salary or hourly rate) must match this budget.					
TOTAL		\$ -	\$ 145,557	\$ 145,557	

2. Fringe Benefits - List the Total Fringe Benefits in the space provided				
TOTAL		\$ 87,334	\$ 87,334	

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

3. Equipment: List only items having a unit cost of \$1,000 or more, and a useful life of one year or more. For equipment with a unit cost of less than \$1,000, list the items and the total for these items under Miscellaneous Equipment.

Item and Description	Quantity	P=Purchase L=Lease/Rental	Purchase or Rental Price	Amount Chargeable to Program
	Miscellaneous Equipment - List Items			
			TOTAL	\$ -

Amount of Equipment Costs Charged to:

Administration

Services

4. Travel			
Mileage - indicate the rate per mile-->			
Lodging & Meals			
Public Transportation, Parking and Tolls			
Vehicle Insurance			
Vehicle Maintenance & Repairs, Gasoline			
Other Travel Costs - specify:			
Other Travel Costs - specify:			
			TOTAL \$ -

Amount of Travel Costs Charged to:

Administration

Services

Contract Number: C240035

Page 3 of 6: Attachment E - Budget

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

5. Maintenance and Operations		
Rent/Utilities: Include information below for rental property		
Location/Address: _____ Owner: _____		
Monthly Rental: _____	x _____	x _____
amt.	% chargeable	# months =
		\$ -
Utilities: _____		
Janitorial Services: _____	1,350	
Facility Maintenance & Minor Repairs: _____		
	Sub-Total	1,350
Telephone: _____	Sub-Total	
Postage: _____	Sub-Total	
Supplies: _____	Sub-Total	
(Supplies may include office, program and maintenance supplies)		
Printing & Photocopying _____	Sub-Total	
Meals, Food, Snacks _____	Sub-Total	
Equipment Maintenance & Repair: (describe equipment and list amount)		
_____	_____	
_____	_____	
_____	_____	
	Sub-Total	-
	TOTAL	1,350

Amount of Maintenance and Operations Charged to:

Administration _____

Services _____

6. Other Expenses: List only those items which do not fit under other budget categories. Include item and amount.	
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL	\$ -

Amount of Other Expenses Charged to:

Administration _____

Services _____

Contract Number: C240035

Page 4 of 6: Attachment E - Budget

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

7. Subcontractors/Consultants: A copy of each subcontract or consultant agreement must be submitted to NYSOFA before reimbursement will be made. Complete and submit a subcontractor budget for each subcontractor that is paid and/or providing matching funds of \$5,000 or more. If payment is based on a unit rate (e.g., \$50 per hour), include the rate and number of units in the column provided.

Provider/Type of Service	Unit Rate	Amt Paid to	Amt Used	Total (A+B)
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
			TOTAL	\$0

Amount of Subcontractors/Consultants Charged to:

Administration _____

Services _____

8. Total Budget (sum of Lines 1 - 8)		\$234,241
9. Program Income: List total amounts anticipated		
Participant Contributions:	<u>\$0</u>	
Participant Fees:	_____	
Other Income (specify source):	_____	

	<u>\$</u> _____	
	TOTAL	\$0
LESS: PROGRAM INCOME USED AS MATCH		
Amount of Program Income/Contributions used as:		
Administration	Services	
NET TOTAL		\$0

10. Net Budget (Line 8 minus Line 9)	\$234,241
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Contract Number: C240035

Page 5 of 6: Attachment E - Budget

ATTACHMENT E - SADS Supporting Budget Schedule

11. LOCAL MATCHING FUNDS - List the source of funds and the amount from each source,

Note: All match needs to be reflected in this section as well as the expense detail of the budget (e.g., the value of in-kind space should be included in section 5. Maintenance and Operations)

SOURCE	Check [X] If In Kind	TOTAL AMOUNT
PUTNAM COUNTY LOCAL TAX DOLLARS	[]	\$129,234
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	TOTAL MATCH	\$129,234

Amount of Local Matching Funds Charged to:

Administration

Services

12. State Funds Requested (Line 10 minus Line 11)

\$105,007

Contract Number: C240035

Page 6 of 6: Attachment E - Budget

ATTACHMENT E BUDGET SUMMARY

Contractor: Putnam County Office for Senior Resources

Contract: C240035

Contract Period: 2/1/26 - 1/31/27

Budget Category	Administration	Services Costs	Total Costs
1. Personnel	\$ -	\$ 149,560	\$ 149,560
2. Fringe Benefits	-	90,858	90,858
3. Equipment	-	-	-
4. Travel	-	-	-
5. Maintenance & Operations	-	1,450	1,450
6. Other Expenses	-	-	-
7. Subcontractors/Consultants	-	-	-
8. Total Budget (sum of Lines 1 - 7)	-	241,868	241,868
9. Less: Program Income/Contributions	\$ -	\$ -	\$ -
10. Net Budget (Line 8 minus Line 9)	\$ -	\$ 241,868	\$ 241,868
11. Less: Matching Funds	\$ -	\$ 136,861	\$ 136,861
12. State Funds Requested	\$ -	\$ 105,007	\$ 105,007

Contract Number: C240035

Page 1 of 6: Attachment E- Budget

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

1. Personnel					
Complete for Each Position Name and Title	Annual Salary or Hourly Rate	Admin	Services	Charged to Program	
N Kennedy, Frances (35 hrs)					
T Case Manager/RN	89,009		44,505	44,505	
N Mayer, Kim (35 hrs)					
T Caseworker	84,768		42,384	42,384	
N Connolly, Kathleen (25 hrs)					
T Daycare Helper	28,059		8,418	8,418	
N Cole, Rita (35 hrs)					
T Daycare Helper	50,275		15,083	15,083	
N Hartnett, Patricia (35 hrs)					
T Daycare Helper	43,430		13,029	13,029	
N Redner, Linda (25 hrs)					
T Daycare Helper	31,021		9,306	9,306	
N Gilroy, Michele (25 hrs.)					
T Daycare Helper	28,059		8,418	8,418	
N Zallo, Susan (25 hrs.)					
T Daycare Helper	28,059		8,418	8,418	
N					
T			-	-	
N					
T			-	-	
NOTE: If employee is paid a salary, then list the annual salary. If employee is not on salary, then list the hourly rate. When reporting the rate of pay on vouchering forms, the format (i.e., salary or hourly rate) must match this budget.					
TOTAL	\$	-	\$ 149,560	\$ 149,560	

2. Fringe Benefits - List the Total Fringe Benefits in the space provided				
TOTAL		\$ 90,858	\$ 90,858	

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

3. Equipment: List only items having a unit cost of \$1,000 or more, and a useful life of one year or more. For equipment with a unit cost of less than \$1,000, list the items and the total for these items under Miscellaneous Equipment.

Item and Description	Quantity	P=Purchase L=Lease/Rental	Purchase or Rental Price	Amount Chargeable to Program
	Miscellaneous Equipment - List Items			
			TOTAL	\$ -

Amount of Equipment Costs Charged to:
Administration **Services**

4. Travel			
Mileage - indicate the rate per mile--->			
Lodging & Meals			
Public Transportation, Parking and Tolls			
Vehicle Insurance			
Vehicle Maintenance & Repairs, Gasoline			
Other Travel Costs - specify:			
Other Travel Costs - specify:			
		TOTAL	\$ -

Amount of Travel Costs Charged to:
Administration **Services**

Contract Number: C240035

Page 3 of 6: Attachment E - Budget

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

5. Maintenance and Operations				
Rent/Utilities: Include information below for rental property				
Location/Address: _____		Owner: _____		
Monthly Rental:	_____	x	_____	
	amt.		% chargeable	
		x	_____	
			# months	
		=	_____	
			\$ -	
Utilities:	_____			
Janitorial Services:	_____ 1,450			
Facility Maintenance & Minor Repairs:	_____			
Sub-Total				1,450
Telephone:	_____			
Sub-Total				
Postage:	_____			
Sub-Total				
Supplies:	_____			
(Supplies may include office, program and maintenance supplies)				
Sub-Total				
Printing & Photocopying	_____			
Sub-Total				
Meals, Food, Snacks	_____			
Sub-Total				
Equipment Maintenance & Repair: (describe equipment and list amount)				
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
Sub-Total				-
TOTAL				1,450

Amount of Maintenance and Operations Charged to:

Administration

Services

6. Other Expenses: List only those items which do not fit under other budget categories. Include item and amount.	
TOTAL	\$ -

Amount of Other Expenses Charged to:

Administration

Services

Contractor: Putnam County Office for Senior Resources

Provider/Type of Service	Unit Rate	Amt Paid to	Amt Used	Total (A+B)
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
			TOTAL	\$0

Administration	Services
----------------	----------

8. Total Budget (sum of Lines 1 - 8)		\$241,868
9. Program Income: List total amounts anticipated		
Participant Contributions:	\$0	
Participant Fees:		
Other Income (specify source):		
	\$	
TOTAL		\$0
LESS: PROGRAM INCOME USED AS MATCH		
Amount of Program Income/Contributions used as:		
Administration	Services	
NET TOTAL		\$0

10. Net Budget (Line 8 minus Line 9)	\$241,868
--------------------------------------	-----------

ATTACHMENT E - SADS Supporting Budget Schedule

11. LOCAL MATCHING FUNDS - List the source of funds and the amount from each source,		
Note: All match needs to be reflected in this section as well as the expense detail of the budget (e.g., the value of in-kind space should be included in section 5. Maintenance and Operations)		
SOURCE	Check [X] If In Kind	TOTAL AMOUNT
PUTNAM COUNTY LOCAL TAX DOLLARS	[]	\$136,861
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	TOTAL MATCH	\$136,861
<p align="center">Amount of Local Matching Funds Charged to:</p> <p> Administration _____ Services _____ </p>		
12. State Funds Requested (Line 10 minus Line 11)		\$105,007

ATTACHMENT E BUDGET SUMMARY

Contractor: Putnam County Office for Senior Resources

Contract: C240035

Contract Period: 2/1/27 - 1/31/28

Budget Category	Administration	Services Costs	Total Costs
1. Personnel	\$ -	\$ 153,671	\$ 153,671
2. Fringe Benefits	-	94,508	94,508
3. Equipment	-	-	-
4. Travel	-	-	-
5. Maintenance & Operations	-	1,557	1,557
6. Other Expenses	-	-	-
7. Subcontractors/Consultants	-	-	-
8. Total Budget (sum of Lines 1 - 7)	-	249,736	249,736
9. Less: Program Income/Contributions	\$ -	\$ -	\$ -
10. Net Budget (Line 8 minus Line 9)	\$ -	\$ 249,736	\$ 249,736
11. Less: Matching Funds	\$ -	\$ 144,729	\$ 144,729
12. State Funds Requested	\$ -	\$ 105,007	\$ 105,007

Contract Number: C240035

Page 1 of 6: Attachment E- Budget

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

1. Personnel					
Complete for Each Position Name and Title	Annual Salary or Hourly Rate	Admin	Services	Charged to Program	
N Kennedy, Frances (35 hrs)					
T Case Manager/RN	91,456		45,728	45,728	
N Mayer, Kim (35 hrs)					
T Caseworker	87,099		43,550	43,550	
N Connolly, Kathleen (25 hrs)					
T Daycare Helper	28,830		8,649	8,649	
N Cole, Rita (35 hrs)					
T Daycare Helper	51,658		15,497	15,497	
N Hartnett, Patricia (35 hrs)					
T Daycare Helper	44,624		13,387	13,387	
N Redner, Linda (25 hrs)					
T Daycare Helper	31,874		9,562	9,562	
N Gilroy, Michele (25 hrs.)					
T Daycare Helper	28,830		8,649	8,649	
N Zallo, Susan (25 hrs.)					
T Daycare Helper	28,830		8,649	8,649	
N					
T			-	-	
N					
T			-	-	
NOTE: If employee is paid a salary, then list the annual salary. If employee is not on salary, then list the hourly rate. When reporting the rate of pay on vouchering forms, the format (i.e., salary or hourly rate) must match this budget.					
TOTAL		\$ -	\$ 153,671	\$ 153,671	

2. Fringe Benefits - List the Total Fringe Benefits in the space provided				
TOTAL			\$ 94,508	\$ 94,508

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

3. Equipment: List only items having a unit cost of \$1,000 or more, and a useful life of one year or more. For equipment with a unit cost of less than \$1,000, list the items and the total for these items under Miscellaneous Equipment.

Item and Description	Quantity	P=Purchase L=Lease/Rental	Purchase or Rental Price	Amount Chargeable to Program
	Miscellaneous Equipment - List Items			
			TOTAL	\$ -

Amount of Equipment Costs Charged to:

Administration

Services

4. Travel			
Mileage - indicate the rate per mile--->			
Lodging & Meals			
Public Transportation, Parking and Tolls			
Vehicle Insurance			
Vehicle Maintenance & Repairs, Gasoline			
Other Travel Costs - specify:			
Other Travel Costs - specify:			
			TOTAL \$ -

Amount of Travel Costs Charged to:

Administration

Services

Contract Number: C240035

Page 3 of 6: Attachment E - Budget

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

5. Maintenance and Operations				
Rent/Utilities: Include information below for rental property				
Location/Address: _____		Owner: _____		
Monthly Rental:	_____	x	_____	
	amt.		% chargeable	
		x	_____	
			# months	
		=	_____	
			\$	-
Utilities:	_____			
Janitorial Services:	_____ 1,557			
Facility Maintenance & Minor Repairs:	_____			
Sub-Total				1,557
Telephone:	_____			
Sub-Total				
Postage:	_____			
Sub-Total				
Supplies:	_____			
(Supplies may include office, program and maintenance supplies)				
Sub-Total				
Printing & Photocopying	_____			
Sub-Total				
Meals, Food, Snacks	_____			
Sub-Total				
Equipment Maintenance & Repair: (describe equipment and list amount)				
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
Sub-Total				-
TOTAL				1,557

Amount of Maintenance and Operations Charged to:

Administration

Services

6. Other Expenses: List only those items which do not fit under other budget categories. Include item and amount.	
TOTAL	\$ -

Amount of Other Expenses Charged to:

Administration

Services

Contractor: Putnam County Office for Senior Resources

Provider/Type of Service	Unit Rate	Amt Paid to	Amt Used	Total (A+B)
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
			TOTAL	\$0

Administration

Services

8. Total Budget (sum of Lines 1 - 8)		\$249,736
9. Program Income: List total amounts anticipated		
Participant Contributions:	\$0	
Participant Fees:		
Other Income (specify source):		
	\$	
TOTAL		\$0
LESS: PROGRAM INCOME USED AS MATCH		
Amount of Program Income/Contributions used as:		
Administration	Services	
NET TOTAL		\$0

10. Net Budget (Line 8 minus Line 9)	\$249,736
--------------------------------------	-----------

ATTACHMENT E - SADS Supporting Budget Schedule

11. LOCAL MATCHING FUNDS - List the source of funds and the amount from each source,		
Note: All match needs to be reflected in this section as well as the expense detail of the budget (e.g., the value of in-kind space should be included in section 5. Maintenance and Operations)		
SOURCE	Check [X] If In Kind	TOTAL AMOUNT
PUTNAM COUNTY LOCAL TAX DOLLARS	[]	\$144,729
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	TOTAL MATCH	\$144,729
<p align="center">Amount of Local Matching Funds Charged to:</p> <p align="center"> Administration _____ Services _____ </p>		
12. State Funds Requested (Line 10 minus Line 11)		\$105,007

ATTACHMENT E

BUDGET SUMMARY

Contractor: Putnam County Office for Senior Resources

Contract: C240035

Contract Period: 2/1/28 - 1/31/29

Budget Category	Administration	Services Costs	Total Costs
1. Personnel	\$ -	\$ 157,897	\$ 157,897
2. Fringe Benefits	-	98,291	98,291
3. Equipment	-	-	-
4. Travel	-	-	-
5. Maintenance & Operations	-	1,672	1,672
6. Other Expenses	-	-	-
7. Subcontractors/Consultants	-	-	-
8. Total Budget (sum of Lines 1 - 7)	-	257,860	257,860
9. Less: Program Income/Contributions	\$ -	\$ -	\$ -
10. Net Budget (Line 8 minus Line 9)	\$ -	\$ 257,860	\$ 257,860
11. Less: Matching Funds	\$ -	\$ 152,853	\$ 152,853
12. State Funds Requested	\$ -	\$ 105,007	\$ 105,007

Contract Number: C240035

Page 1 of 6: Attachment E- Budget

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

1. Personnel				
Complete for Each Position Name and Title	Annual Salary or Hourly Rate	Admin	Services	Charged to Program
N Kennedy, Frances (35 hrs)				
T Case Manager/RN	93,971		46,986	46,986
N Mayer, Kim (35 hrs)				
T Caseworker	89,494		44,747	44,747
N Connolly, Kathleen (25 hrs)				
T Daycare Helper	29,623		8,887	8,887
N Cole, Rita (35 hrs)				
T Daycare Helper	53,078		15,923	15,923
N Hartnett, Patricia (35 hrs)				
T Daycare Helper	45,851		13,755	13,755
N Redner, Linda (25 hrs)				
T Daycare Helper	32,751		9,825	9,825
N Gilroy, Michele (25 hrs.)				
T Daycare Helper	29,623		8,887	8,887
N Zallo, Susan (25 hrs.)				
T Daycare Helper	29,623		8,887	8,887
N				
T			-	-
N				
T			-	-
NOTE: If employee is paid a salary, then list the annual salary. If employee is not on salary, then list the hourly rate. When reporting the rate of pay on vouchering forms, the format (i.e., salary or hourly rate) must match this budget.				
TOTAL		\$ -	\$ 157,897	\$ 157,897

2. Fringe Benefits - List the Total Fringe Benefits in the space provided				
TOTAL		\$ 98,291	\$ 98,291	

Contractor: Putnam County Office for Senior Resources

Item and Description	Quantity	P=Purchase L=Lease/Rental	Purchase or Rental Price	Amount Chargeable to Program
	Miscellaneous Equipment - List Items			
			TOTAL	\$ -

4. Travel			
Mileage - indicate the rate per mile--->			
Lodging & Meals			
Public Transportation, Parking and Tolls			
Vehicle Insurance			
Vehicle Maintenance & Repairs, Gasoline			
Other Travel Costs - specify:			
Other Travel Costs - specify:			
		TOTAL	\$ -

Contract Number: C240035
Page 3 of 6: Attachment E - Budget

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

5. Maintenance and Operations		
Rent/Utilities: Include information below for rental property		
Location/Address: _____		Owner: _____
Monthly Rental: _____	x _____	x _____
amt.	% chargeable	# months =
		\$ -
Utilities: _____		
Janitorial Services: _____		1,672
Facility Maintenance & Minor Repairs: _____		
Sub-Total		1,672
Telephone: _____		Sub-Total
Postage: _____		Sub-Total
Supplies: _____ (Supplies may include office, program and maintenance supplies)		Sub-Total
Printing & Photocopying _____		Sub-Total
Meals, Food, Snacks _____		Sub-Total
Equipment Maintenance & Repair: (describe equipment and list amount)		
_____	_____	
_____	_____	
_____	_____	
Sub-Total		-
TOTAL		1,672

Amount of Maintenance and Operations Charged to:

Administration _____

Services _____

6. Other Expenses: List only those items which do not fit under other budget categories. Include item and amount.	
TOTAL	\$ -

Amount of Other Expenses Charged to:

Administration _____

Services _____

Contract Number: C240035

Page 4 of 6: Attachment E - Budget

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

7. Subcontractors/Consultants: A copy of each subcontract or consultant agreement must be submitted to NYSOFA before reimbursement will be made. Complete and submit a subcontractor budget for each subcontractor that is paid and/or providing matching funds of \$5,000 or more. If payment is based on a unit rate (e.g., \$50 per hour), include the rate and number of units in the column provided.

Provider/Type of Service	Unit Rate	Amt Paid to	Amt Used	Total (A+B)
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
			TOTAL	\$0

Amount of Subcontractors/Consultants Charged to:

Administration _____

Services _____

8. Total Budget (sum of Lines 1 - 8)		\$257,860
9. Program Income: List total amounts anticipated		
Participant Contributions:	\$0 _____	
Participant Fees:	_____	
Other Income (specify source):	_____	
	\$ _____	
TOTAL		\$0
LESS: PROGRAM INCOME USED AS MATCH		
Amount of Program Income/Contributions used as:		
Administration	Services	
NET TOTAL		\$0

10. Net Budget (Line 8 minus Line 9)	\$257,860
---	------------------

Contract Number:C240035

Page 5 of 6: Attachment E - Budget

ATTACHMENT E - SADS Supporting Budget Schedule

11. LOCAL MATCHING FUNDS - List the source of funds and the amount from each source,		
Note: All match needs to be reflected in this section as well as the expense detail of the budget (e.g., the value of in-kind space should be included in section 5. Maintenance and Operations)		
SOURCE	Check [X] If In Kind	TOTAL AMOUNT
PUTNAM COUNTY LOCAL TAX DOLLARS	[]	\$152,853
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	TOTAL MATCH	\$152,853
<p style="text-align: center;">Amount of Local Matching Funds Charged to:</p> <p>Administration _____ Services _____</p>		
12. State Funds Requested (Line 10 minus Line 11)		\$105,007

Contract Number: C240035

Page 6 of 6: Attachment E - Budget

ATTACHMENT E BUDGET SUMMARY

Contractor: Putnam County Office for Senior Resources

Contract: C240035

Contract Period: 2/1/29 - 1/31/30

Budget Category	Administration	Services Costs	Total Costs
1. Personnel	\$ -	\$ 162,240	\$ 162,240
2. Fringe Benefits	-	102,211	102,211
3. Equipment	-	-	-
4. Travel	-	-	-
5. Maintenance & Operations	-	1,911	1,911
6. Other Expenses	-	-	-
7. Subcontractors/Consultants	-	-	-
8. Total Budget (sum of Lines 1 - 7)	-	266,362	266,362
9. Less: Program Income/Contributions	\$ -	\$ -	\$ -
10. Net Budget (Line 8 minus Line 9)	\$ -	\$ 266,362	\$ 266,362
11. Less: Matching Funds	\$ -	\$ 161,355	\$ 161,355
12. State Funds Requested	\$ -	\$ 105,007	\$ 105,007

Contract Number: C240035

Page 1 of 6: Attachment E- Budget

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

1. Personnel					
Complete for Each Position Name and Title	Annual Salary or Hourly Rate	Admin	Services	Charged to Program	
N Kennedy, Frances (35 hrs)					
T Case Manager/RN	96,556		48,278	48,278	
N Mayer, Kim (35 hrs)					
T Caseworker	91,955		45,978	45,978	
N Connolly, Kathleen (25 hrs)					
T Daycare Helper	30,438		9,131	9,131	
N Cole, Rita (35 hrs)					
T Daycare Helper	54,538		16,361	16,361	
N Hartnett, Patricia (35 hrs)					
T Daycare Helper	47,112		14,134	14,134	
N Redner, Linda (25 hrs)					
T Daycare Helper	33,652		10,096	10,096	
N Gilroy, Michele (25 hrs.)					
T Daycare Helper	30,438		9,131	9,131	
N Zallo, Susan (25 hrs.)					
T Daycare Helper	30,438		9,131	9,131	
N					
T			-	-	
N					
T			-	-	
NOTE: If employee is paid a salary, then list the annual salary. If employee is not on salary, then list the hourly rate. When reporting the rate of pay on vouchering forms, the format (i.e., salary or hourly rate) must match this budget.					
TOTAL	\$	-	\$ 162,240	\$ 162,240	

2. Fringe Benefits - List the Total Fringe Benefits in the space provided				
TOTAL		\$ 102,211	\$ 102,211	

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

3. Equipment: List only items having a unit cost of \$1,000 or more, and a useful life of one year or more. For equipment with a unit cost of less than \$1,000, list the items and the total for these items under Miscellaneous Equipment.

Item and Description	Quantity	P=Purchase L=Lease/Rental	Purchase or Rental Price	Amount Chargeable to Program
	Miscellaneous Equipment - List Items			
			TOTAL	\$ -

Amount of Equipment Costs Charged to:
Administration **Services**

4. Travel			
Mileage - indicate the rate per mile--->			
Lodging & Meals			
Public Transportation, Parking and Tolls			
Vehicle Insurance			
Vehicle Maintenance & Repairs, Gasoline			
Other Travel Costs - specify:			
Other Travel Costs - specify:			
			TOTAL \$ -

Amount of Travel Costs Charged to:
Administration **Services**

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

5. Maintenance and Operations				
Rent/Utilities: Include information below for rental property				
Location/Address: _____		Owner: _____		
Monthly Rental:	_____	x	_____	x
	amt.		% chargeable	# months
				=
				\$ -
Utilities:	_____			
Janitorial Services:	_____ 1,911			
Facility Maintenance & Minor Repairs:	_____			
Sub-Total				1,911
Telephone:	Sub-Total			
Postage:	Sub-Total			
Supplies:	Sub-Total			
(Supplies may include office, program and maintenance supplies)				
Printing & Photocopying	Sub-Total			
Meals, Food, Snacks	Sub-Total			
Equipment Maintenance & Repair: (describe equipment and list amount)				
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
Sub-Total				-
TOTAL				1,911

Amount of Maintenance and Operations Charged to:

Administration

Services

6. Other Expenses: List only those items which do not fit under other budget categories. Include item and amount.	
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL	\$ -

Amount of Other Expenses Charged to:

Administration

Services

Contract Number: C240035

Page 4 of 6: Attachment E - Budget

ATTACHMENT E

Contractor: Putnam County Office for Senior Resources

7. Subcontractors/Consultants: A copy of each subcontract or consultant agreement must be submitted to NYSOFA before reimbursement will be made. Complete and submit a subcontractor budget for each subcontractor that is paid and/or providing matching funds of \$5,000 or more. If payment is based on a unit rate (e.g., \$50 per hour), include the rate and number of units in the column provided.

Provider/Type of Service	Unit Rate	Amt Paid to	Amt Used	Total (A+B)
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
			TOTAL	\$0

Amount of Subcontractors/Consultants Charged to:

Administration _____

Services _____

8. Total Budget (sum of Lines 1 - 8)		\$266,362
9. Program Income: List total amounts anticipated		
Participant Contributions:	<u>\$0</u>	
Participant Fees:	_____	
Other Income (specify source):	_____	

	<u>\$</u>	
TOTAL		\$0
LESS: PROGRAM INCOME USED AS MATCH		
Amount of Program Income/Contributions used as:		
Administration	Services	
NET TOTAL		\$0

10. Net Budget (Line 8 minus Line 9)	\$266,362
---	------------------

Contract Number: C240035

Page 5 of 6: Attachment E - Budget

Attachment E - SADS Supporting Budget Schedule

11. LOCAL MATCHING FUNDS - List the source of funds and the amount from each source,		
Note: All match needs to be reflected in this section as well as the expense detail of the budget (e.g., the value of in-kind space should be included in section 5. Maintenance and Operations)		
SOURCE	Check [X] If In Kind	TOTAL AMOUNT
PUTNAM COUNTY LOCAL TAX DOLLARS	[]	\$161,355
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	[]	
	TOTAL MATCH	\$161,355
<p align="center">Amount of Local Matching Funds Charged to:</p> <p> Administration Services </p>		
12. State Funds Requested (Line 10 minus Line 11)		\$105,007

**PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:
REQUIREMENTS AND PROCEDURES**

I. General Provisions

- A. The New York State Office for the Aging (NYSOFA) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to NYSOFA, to fully comply and cooperate with NYSOFA in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Attachment and such other remedies are available to NYSOFA pursuant to the Contract and applicable law.

II. Contract Goals

- A. For purposes of this Contract, NYSOFA hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified minority-owned business enterprise (“MBE”) participation and 15% for New York State-certified women-owned business enterprise (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of MBEs and WBEs. Contractors are encouraged to fulfill the suggested 15% goal for both MBE and WBE vendors; however, strict adherence to the suggested MBE and WBE percentages is not mandatory as long as the overall 30% goal is met.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the

Attachment M

Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
- D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - 1. Evidence of outreach to MWBEs;
 - 2. Any responses by MWBEs to the Contractor's outreach;
 - 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by NYSOFA with MWBEs; and,
 - 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity ("EEO")

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
 - 1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

Attachment M

2. The Contractor shall submit an EEO policy statement to NYSOFA within seventy-two (72) hours after the date of the notice by NYSOFA to award the Contract to the Contractor.
3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, NYSOFA may require the Contractor or subcontractor to adopt a model statement (see Form MWBE 100 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form MWBE 101- Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by NYSOFA.

- D. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions.

Attachment M

The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by NYSOFA, through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to NYSOFA, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, NYSOFA shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by NYSOFA. Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, NYSOFA shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If NYSOFA, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, NYSOFA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to NYSOFA by the 10th day following the end of each quarter during the term of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where NYSOFA determines that the Contractor is not in compliance with the requirements of this Attachment and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to NYSOFA liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by NYSOFA, the Contractor shall pay such liquidated damages to NYSOFA within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

January, 2018

Attachment W – Work Plan

Social Adult Day Services (SADS)										
Designee to Receive Notice:	Name: Marlene Barrett Address: 110 Old Route 6, bldg. 3 Carmel, New York 10512 Phone: 845-808-1700 x 47121 Email: Marlene.Barrett@putnamcountyny.gov									
Contract Amount:	\$105,007 annually									
Contract Term:	02/01/2025 – 01/31/2030									
Goal	<p>Social Adult Day Services (SADS) programs provide a variety of long-term care services to functionally impaired individuals, whether due to physical or cognitive impairments, in a congregate, community, or home-based setting and pursuant to a person-centered service plan (PCSP). SADS core services include socialization, supervision and monitoring, personal care, and nutrition in a protective setting during any part of the day, but for less than a 24-hour period. The goal of SADS programs is to prevent or delay institutional care, improve the quality of life of functionally and/or cognitively impaired adults, and provide respite for informal caregivers.</p> <p>SADS service planning and the delivery must comply with all NYSOFA and New York State Department of Health (DOH) policy, regulation, and issuances, including 9 NYCRR Part 6654.20 and 15-PI-12.</p>									
Administrative	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center; padding: 5px;">Reporting Periods</th> <th style="width: 50%; text-align: center; padding: 5px;">Report Due</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">April - June</td> <td style="text-align: center; padding: 5px;">July 31st</td> </tr> <tr> <td style="text-align: center; padding: 5px;">July - September</td> <td style="text-align: center; padding: 5px;">October 31st</td> </tr> <tr> <td style="text-align: center; padding: 5px;">October - December</td> <td style="text-align: center; padding: 5px;">January 31st</td> </tr> </tbody> </table>		Reporting Periods	Report Due	April - June	July 31 st	July - September	October 31 st	October - December	January 31 st
Reporting Periods	Report Due									
April - June	July 31 st									
July - September	October 31 st									
October - December	January 31 st									

Attachment W – Work Plan

	January - March	April 30 th
Objective 1: Program administration and service delivery	To prevent or delay institutional care.	
	Deliverable	Measurable Outcomes
	SADS policies and procedures must be current and compliant with all NYSOFA and DOH policy, regulation, and issuances, including 9 NYCRR Part 6654.20 and 15-PI-12.	The SADS program will review, and update policies and procedures at least annually and as needed.
	SADS policies and procedures must include processes for emergency preparedness, fire safety, accessing participant information in the event of an emergency, and communicating with the local fire department.	<p>The SADS program will conduct and document at least two fire drills per year.</p> <p>The SADS program will store participant information in an area that can be easily accessed in the event of an emergency.</p> <p>The SADS program will send a letter to the local fire department at least annually notifying them of the SADS program's existence.</p>
	SADS programs must conduct an annual self-evaluation.	<p>The SADS program will conduct an annual self-evaluation which will include a review of SADS administrative, fiscal, and program operations.</p> <p>The SADS program will provide NYSOFA with a written summary of findings from the annual self-evaluation.</p>
	SADS programs are required to use the COMPASS, or comparable assessment tool, to assess the eligibility of prospective participants prior to admission into the SADS program.	The SADS program will complete eligibility assessments for prospective participants prior to admission into the SADS program.

Attachment W – Work Plan

		The SADS program will keep eligibility assessments in the participant's file.
	The PCSP will be developed within 30 days of program admission and signed by the participant and/or caregiver.	<p>The SADS will use the PCSP template prescribed by the state for person-centered planning processes.</p> <p>The SADS program will update the PCSP annually and as needed.</p> <p>The SADS program will maintain the PCSP in the participant file.</p>
	SADS core services must be delivered in compliance with 9 NYCRR Part 6654.20 and NYSOFA's 15-PI-12.	The SADS program will perform monitoring activities annually and as needed.
	SADS programs must document optional services (e.g., transportation and case management) in the participant file.	The SADS program will include optional services in the participant's file.
	SADS programs must work with the participant and caregiver to develop an attendance schedule that will provide respite for the caregiver.	The SADS program will document the attendance schedule in the participant's file.
	SADS programs must submit reports in NYSOFA's Reporting System quarterly and as needed.	The SADS program will report participant demographic information, caregiver information, program update, and discharge data, including the participant's length of enrollment, on a quarterly basis and as needed, in NYSOFA's SADS Reporting System.
	SADS programming must include social, intellectual/ cognitive, cultural, education and physical group activities that allow participants to communicate and collaborate with peers.	The SADS program will create monthly activity calendars which include social, intellectual/cognitive, cultural, educational, and physical activities.

Attachment W – Work Plan

Objective 2: Program Information and participant feedback	To ensure that participants and caregivers provide feedback on SADS program operations.	
	SADS programs must share participant rights with the participant and caregiver. A copy of these rights must be posted in program area.	<p>The SADS program will post a copy of participant rights in the program area.</p> <p>The SADS program will obtain signature from the participant, and when appropriate, the caregiver, to acknowledge and document receipt of participant rights. The SADS program will indicate in the participant file if they are unable to obtain signature.</p> <p>The SADS program will maintain a signed copy of participant rights in participant files.</p>
	SADS programs must distribute, collect, and summarize satisfaction surveys completed by participants and caregivers at least annually and upon discharge	<p>The SADS program will review satisfaction survey results and if needed, make updates to processes and policies and procedures.</p> <p>The SADS program will include the results of the satisfaction surveys in the written annual self-evaluation summary provided to NYSOFA.</p>
Objective 3: Staff training and health requirements	To ensure all employees are compliant with health and safety and training requirements.	
	Deliverable	Measurable Outcomes
	All employees of the SADS program must have a PPD test performed every two years.	The SADS program will maintain the results of the employee's PPD results in the employee's file.
	All employees of the SADS program must have an annual health assessment clearing them to work in the program.	The SADS program will maintain a copy of the employee's annual health assessment in the employee's file.

Attachment W – Work Plan

	<p>The SADS program must provide all employees with training upon hire, prior to working with SADS participants, and/or as needed.</p>	<p>The SADS program will provide all employees with:</p> <ul style="list-style-type: none">• An orientation which includes information on the SADS program and local community, training on working with older adults, information on participant rights, and safety and accident prevention. The SADS program will complete this orientation upon hire.• Training on personal care, body mechanics, and behavior management. The SADS program will provide this training for employees prior to them working with SADS participants.• At least 6 hours of in-service training annually to develop review or expand skills or knowledge.• Annual training on the use of fire extinguishers, written procedures concerning evacuation and emergency situations, and emergency telephone numbers. <p>The SADS program will record all training activities in the employee's file.</p>
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Attachment W – Work Plan

	<p>All service staff including volunteer service staff must complete additional training requirements or have equivalent knowledge / skills as described in 9 NYCRR Part 6654.20</p>	<p>Within 3 months of hire, service staff assigned to provide social adult day services will complete the following training:</p> <ul style="list-style-type: none"> At least 20 hours of group, individual and / or on the job training, including personal care skill, socialization and activities, supervision and monitoring, CPR, family relations, and mental health. <p>Or meet the equivalent knowledge or skills section as described in 9 NYCRR Part 6654.20</p> <p>The SADS program will record all training activities in the employee's file.</p>
<p>Objective 4:</p> <p>Community outreach and public education</p>	<p>To expand education and outreach areas to increase participation in SADS programs</p>	
	<p>Deliverable</p>	<p>Measurable Outcomes</p>
	<p>SADS will increase the number of SADS participants.</p>	<p>The SADS program by sharing outreach and education materials with public and partner agencies for distribution and awareness.</p> <p>Contractor provides information on outreach efforts as a component of the quarterly reporting in the online data reporting system.</p>

#67

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL – CONFIRMATION – APPOINTMENT – EAST OF HUDSON SPORTING
ADVISORY COMMITTEE (EOHSAC) OF THE WATERSHED PROTECTION AND
PARTNERSHIP COUNCIL**

**RESOLVED, that the Putnam County Legislature confirms the appointment
by the County Executive of Christopher Ruthven to the East of Hudson Sporting
Advisory Committee (EOHSAC) of the Watershed Protection and Partnership
Council; and be it further**

**RESOLVED, that this appointment comply with any requirements to file an
Oath of Office pursuant to the New York State Public Officers Law.**

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

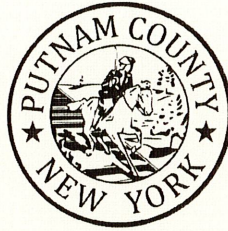
Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh



PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE

2025 MAY -6 PM 1:11
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

MEMORANDUM

Date: May 6, 2025

To: Amy Sayegh
Chair, Putnam County Legislature

Cc: Toni Addonizio
Chair, Health, Social, Educational and Environmental Committee

Chris Ruthven
Deputy Commissioner of Parks

From: Kevin Byrne
Putnam County Executive

Re: East of Hudson Sporting Advisory Committee Appointment

Enclosure: Resolution #258

Pursuant to the 1997 New York City Watershed Agreement, Putnam County is a member of the East of Hudson Sporting Advisory Committee (EOHSAC) of the Watershed Protection and Partnership Council, a body charged with maintaining local, recreational uses on lands purchased by New York City for East of Hudson (Croton) Watershed protection. As you may know, the County is currently without an EOHSAC appointment due to the retirement of former representative Vincent Tamagna, whose appointment Resolution I enclose herein.

Therefore, it is with great enthusiasm that I appoint Parks and Recreation Deputy Commissioner Chris Ruthven to succeed Mr. Tamagna on EOHSAC. I respectfully ask that the Legislature approve this appointment with all deliberate speed. Deputy Commissioner Ruthven will be an effective representative for Putnam County at the Committee's annual meetings and advocate on behalf of all residents' interests. I fully endorse his appointment.

Thank you for your timely attention to this matter and your continued support for local outdoor recreation. Please do not hesitate to contact my office with any questions or concerns.

DP:lr
Enclosure

PUTNAM COUNTY LEGISLATURE

Resolution #258

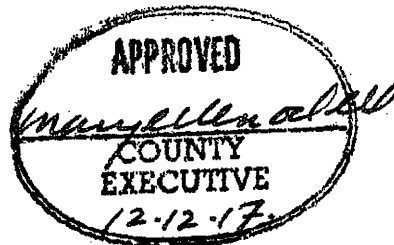
Introduced by Legislator: William Gouldman on behalf of the Health, Social Educational & Environmental Committee at a Regular Meeting held on December 5, 2017.

page 1

**APPROVAL/CONFIRMATION/ APPOINTMENT/ EAST OF HUDSON SPORTING
ADVISORY COMMITTEE (EOHSAC) OF THE WATERSHED PROTECTION AND
PARTNERSHIP COUNCIL**

RESOLVED, that the Putnam County Legislature confirms the appointment by the County Executive of Vincent Tamagna to the East of Hudson Sporting Advisory Committee (EOHSAC) of the Watershed Protection and Partnership Council.

BY POLL VOTE: ALL AYES. LEGISLATOR SCUCCIMARRA WAS ABSENT. MOTION CARRIES.



Vote:
State Of New York

ss:

County of Putnam

**I hereby certify that the above is a true and exact copy of a resolution
passed by the Putnam County Legislature while in session on December 5, 2017.**

Dated: December 6, 2017

Signed: *Diane Schonfeld*

Diane Schonfeld
Clerk Of The Legislature Of Putnam County

5/6/2025

Dear County Executive Byrne

Thank you for the opportunity to represent Putnam County on the East-of-Hudson Sporting Advisory Council (EOHSAC). I have been employed by Putnam County since 1998 managing the County Parks and Conservation Areas first as Putnam County Park Superintendent and currently as Deputy Commissioner of Parks. My role in providing passive recreational opportunities in a safe and responsible way for all our residents and guests has been very rewarding. Over the years the number of acres and venues have increased greatly. When I first started the County had the Veterans Memorial Park and about half of what is now the Micheal Ciaola Conservation Area (known as Merrit Park in 1998). Today proudly it has grown to over 3000 acres. Tilly Foster Farm, Putnam Golf Course, Fred Dill Wildlife Sanctuary and the Putnam Trailway are just a few of the more popular properties that I have been a part of developing. I have maintained a good working relationship with the NYC DEP over the years. We have worked on several joint projects together that were deemed mutually beneficial to both of our agency's missions.

I hope by serving on the EOHSAC that I can continue to foster that relationship to ensure that Putnam County's interests are fully and adequately represented, as recreational determinations are formulated by NYC DEP on their lands.

Sincerely

Chris Ruthven

Deputy Commissioner of Parks

845-808-1994

Chris.ruthven@putnamcountyny.gov

#62

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL – BUDGETARY AMENDMENT (25A031b) – DISTRICT ATTORNEY –
CRIMINAL JUSTICE DISCOVERY REFORM GRANT (DCJS) AWARD – MERIT
BONUSES ADAS/MANAGEMENT**

WHEREAS, on November 18, 2024, the Putnam County District Attorney received notification from the New York Stated Division of Criminal Justice Services (DCJS) of a grant award, for a maximum amount of 266,192; and

WHEREAS, funding is contingent upon submission by the County, and subsequent DCJS approval of a Discovery Reform Funding Plan; and

WHEREAS, the grant funding is to support local law enforcement agencies with expenses related to the implementation of discovery and pretrial reforms that took effect January 1, 2020; and

WHEREAS, all funding provided is intended to support estimated costs incurred during the SFY 2024-25; and

WHEREAS, the District Attorney submitted a budgetary amendment (25A031) to account for said grant award; and

WHEREAS, the Personnel Committee and the Audit & Administration Committee had reviewed and approved said budgetary amendment; and

WHEREAS, during the May 6, 2025 Full Legislative Meeting, the Legislature divided the question and approved budgetary amendment (25A031a) which was provided by the Commissioner of Finance and only pertained to the Partnership Initiative Criminal Justice Discovery Reform Grant portion and General Contingencies; and

WHEREAS, during the May 6, 2025 Full Legislative Meeting the Legislature, after dividing the question, tabled budgetary amendment (25A031b) provided by the Commissioner of Finance which pertained to the District Attorney’s Merit Bonuses for the ADAs/Management to the Audit & Administration Committee for further information; and

WHEREAS, the Audit & Administration Committee reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

Increase Appropriations:

10116500 51000 (130)	Pers Serv – DA Merit Bonus DCJS Grant	10,000
10116500 51000 (103)	Pers Serv – DA Merit Bonus DCJS Grant	10,000
10116500 51000 (134)	Pers Serv – DA Merit Bonus DCJS Grant	8,500
10116500 51000 (125)	Pers Serv – DA Merit Bonus DCJS Grant	7,500
10116500 51000 (104)	Pers Serv – DA Merit Bonus DCJS Grant	5,000
10116500 51000 (126)	Pers Serv – DA Merit Bonus DCJS Grant	5,000

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

10116500 51000 (108)	Pers Serv – DA Merit Bonus DCJS Grant	5,000
10116500 51000 (111)	Pers Serv – DA Merit Bonus DCJS Grant	4,000
10116500 51000 (129)	Pers Serv – DA Merit Bonus DCJS Grant	5,000
10116500 58002	Social Security	<u>4,590</u>
		64,590

Decrease Appropriations:

101999000 54980	General Contingencies	3,663
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Increase Estimated Revenues:

10116500 430890 10171	Stated Aid – Criminal Justice Discovery Reform Grant FY 24-25	60,927
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2025 Fiscal Impact – \$3,663

2026 Fiscal Impact – 0 –

MICHAEL J. LEWIS
Commissioner of Finance



Reso
Additional #4a
SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk

FROM: Michael J. Lewis, Commissioner of Finance – *MJL*

RE: **Budgetary Amendment – 25A031b** *Revised*

DATE: May 22, 2025

2025 MAY 22 PM 5:03
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the District Attorney's Office, the following budgetary amendment is requested.

Increase Appropriations:

10116500 51000 (130)	DA - Personnel Services - Retention Bonus DCJS Grant	\$ 10,000
10116500 51000 (103)	DA - Personnel Services - Retention Bonus DCJS Grant	10,000
10116500 51000 (134)	DA - Personnel Services - Retention Bonus DCJS Grant	8,500
10116500 51000 (125)	DA - Personnel Services - Retention Bonus DCJS Grant	7,500
10116500 51000 (104)	DA - Personnel Services - Retention Bonus DCJS Grant	5,000
10116500 51000 (126)	DA - Personnel Services - Retention Bonus DCJS Grant	5,000
10116500 51000 (108)	DA - Personnel Services - Retention Bonus DCJS Grant	5,000
10116500 51000 (111)	DA - Personnel Services - Retention Bonus DCJS Grant	4,000
10116500 51000 (129)	DA - Personnel Services - Retention Bonus DCJS Grant	5,000
10116500 58002	DA - Social Security	4,590

Decrease Appropriations:

101999000 54980	General Contingencies	3,663
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Increase Estimated Revenues:

10116500 430890 10171	State Aid - Criminal Justice Discovery Reform Grant FY 24-25	\$ 60,927
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Fiscal Impact - 2025 - \$ 3,663

Fiscal Impact - 2026 - \$ 0

The New York State Division of Criminal Justice Services (DCJS) is providing funding to support local law enforcement agencies with expenses related to the discovery and pretrial reforms that took effect January 1, 2020. All funding provided is intended to support estimated costs during the SFY 2024-25.

Please refer to the supporting documentation attached.

#600

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL – BUDGETARY AMENDMENT (25A046) – SOCIAL SERVICES – FAMILY
CENTERED CASE MANAGEMENT GRANT – RECLASSIFICATION & NEW POSITION**

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (25A046) to amend the 2025 DSS Budget to include the Family-Centered Case Management Services allocation (24-LCM-07) received from the Office of Temporary and Disability Assistance (OTDA) in the amount of \$165,385; and

WHEREAS, the current program period is July 1, 2024 through June 30, 2025; and

WHEREAS, this allocation is for the purpose of hiring appropriately credentialed / experienced staff to provide case management services for families who are having difficulty stabilizing their households and transitioning towards greater financial security in accordance with Putnam's plan approved by the NYS OTDA; and

WHEREAS, said grant funding will support the Reclassification of a Senior Office Assistant position to Principal Office Assistant and creation of a New Senior Caseworker position; and

WHEREAS, the Personnel Committee reviewed said grant and the Audit & Administration Committee reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

Decrease Estimated Appropriations:

10101000 51000 07111	Pers. Serv. – Senior Office Asst.	31,024
10101000 51000 07111	Pers. Serv. – Senior Office Asst.	<u>18,615</u>
		49,639

Increase Estimated Appropriations:

10101000 51000 07115	Pers. Serv. – Principal Office Asst.	31,024
10107000 51000 07115	Pers. Serv. – Principal Office Asst.	18,615
10101000 51000 10233 07115	Pers. Serv. – Principal Office Asst.	12,410
10101000 58001 10233 07115	Retirement	1,087
10101000 58002 10233 07115	FICA	949
10101000 58004 10233 07115	Workers Compensation	141
10101000 58006 10233 07115	Dental	407
10101000 58009 10233 07115	Vision	48
10101000 51000 10233 07116	Pers. Serv. – Senior Caseworker	84,655
10101000 58001 10233 07116	Retirement	15,121
10101000 58002 10233 07116	FICA	6,476
10101000 58004 10233 07116	Workers Compensation	964
10101000 58006 10233 07116	Dental	2,034
10101000 58008 10233 07116	Health Insurance	24,788
10101000 58009 10233 07116	Vision	242
10101000 52110 10223	Furniture & Fixtures	3,000
10101000 52130 10223	Computer Equipment	7,000

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

10101000 54310 10223	Office Supplies	1,500
10101000 54210 10223	Vehicle Leasing/Rental	<u>4,563</u>
		215,024

Increase Estimated Revenue:		
10101000 436101 10223	Family-Centered Case Mgmt Grant	165,385
	2025 Fiscal Impact – 0 –	
	2026 Fiscal Impact – 0 –	

MICHAEL LEWIS
COMMISSIONER OF FINANCE



*cc:all
A+A
Pers reviewed grant
5/13/25*

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk

From: Sheila M. Barrett, First Deputy Commissioner of Finance *SNB*

Re: Budgetary Amendment - **25A046**

Date: May 15, 2025

2025 MAY 15 PM 4:06
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Commissioner of Finance, the following budgetary transfer is required.

Decrease estimated appropriations:

10101000.51000.07111	Personnel Services	<i>Senior Office Asst.</i>	31,024
10107000.51000.07111	Personnel Services	" " "	18,615
			<u>49,639</u>

Increase estimated appropriations

10101000.51000.07115	Personnel Services	<i>Principal Office Asst.</i>	31,024
10107000.51000.07115	Personnel Services	" " "	18,615
10101000.51000.10233.07115	Personnel Services	" " "	12,410
10101000.58001.10233.07115	Retirement		1,087
10101000.58002.10233.07115	FICA		949
10101000.58004.10233.07115	Workers Compensation		141
10101000.58006.10233.07115	Dental		407
10101000.58009.10233.07115	Vision		48
10101000.51000.10233.07116	Personnel Services	<i>Senior Caseworker</i>	84,655
10101000.58001.10233.07116	Retirement		15,121
10101000.58002.10233.07116	FICA		6,476
10101000.58004.10233.07116	Workers Compensation		964
10101000.58006.10233.07116	Dental		2,034
10101000.58008.10233.07116	Health Insurance		24,788
10101000.58009.10233.07116	Vision		242
10101000.52110.10223	Furniture & Fixtures		3,000
10101000.52130.10223	Computer Equipment		7,000
10101000.54310.10223	Office Supplies		1,500
10101000.54210.10223	Vehicle Leasing/Rental		4,563
			<u>215,024</u>

Increase estimated revenue

10101000.436101.10223	Family Centered Caseload Mgmt Grant	\$ 165,385
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Fiscal Impact - 2025 - \$ 0

Fiscal Impact - 2026 - \$ 0

This Resolution is required to properly allocate budget funds for the Family-Centered Case Management Services Grant. Please forward to the appropriate committee.

Approved:

Kevin M. Byrne
County Executive

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner




DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

DATE: May 7, 2025

TO: Legislature Paul Jonke
Personnel Committee

FROM:  Kristen Wunner, Fiscal Manager of Mental Health, Social Services & Youth Bureau

SUBJECT: Discussion: 24-LCM-07 Family-Centered Case Management Services

The Department of Social Services has received funding for **Family-Centered Case Management Services** with the current program period being July 1, 2024 – June 30, 2025. This allocation is for the purpose of hiring appropriately credentialed / experienced staff to provide case management services for families who are having difficulty stabilizing their households and transitioning towards greater financial security in accordance with Putnam's plan approved by the NYS Office of Temporary and Disability Assistance.

Since November 2024, the Department of Social Services has been working together with Personnel Officer Paul Eldridge on the job specifications that best fit this program as it is approved by OTDA. If approved, budgetary amendment to follow for Audit Committee meeting on May 22, 2025.

Thank you for your time and consideration.

cc: Sara Servadio, Commissioner of Mental Health, Social Service & Youth Bureau
Nicolle McGuire, Deputy Commissioner of Social Services & Youth Bureau



Office of Temporary and Disability Assistance

KATHY HOCHUL
Governor

BARBARA C. GUINN
Commissioner

RAJNI CHAWLA
Executive Deputy Commissioner

Local Commissioners Memorandum

Section 1

Transmittal:	24-LCM-07
To:	Social Services District Commissioners
Issuing Division/Office:	Employment and Income Support Programs
Date:	July 16, 2024
Subject:	Allocations for SFY 2024-2025 Family-Centered Case Management Services
Contact Person(s):	Kyle Miller (Employment and Advancement Services): Kyle.Miller2@otda.ny.gov or (518) 473-1457
Attachments:	<u>Attachment A – 2024-2025 Family-Centered Services Allocations by District</u> <u>Attachment B – 2024-2025 Family-Centered Services Program Plan</u>

Section 2

I. Purpose

The New York State Fiscal Year 2024-2025 Budget appropriates \$17.2 million in Temporary Assistance for Needy Families (TANF) funds for social services districts (districts) to hire appropriately credentialed/experienced staff to provide case management services for families who are having difficulty stabilizing their households and transitioning toward greater financial security. The purpose of this Local Commissioners Memorandum (LCM) is to notify districts of their allocations, to provide general guidance for use of this funding, and to request that each district inform the Office of Temporary and Disability Assistance (OTDA) of their plans for administration of their allocations by no later than August 30, 2024. Each district is expected to ensure its use of these resources adheres to the guidelines established in this LCM, as expenditures deviating from these guidelines will not be reimbursed.

II. Background

Districts across New York State will benefit from additional staff and resources to support the needs of families whose circumstances require a more intensive level of case management and specialized services to achieve financial stability and well-being. The target population includes households with complex needs such as mental health conditions, developmental disabilities, substance use disorders, homelessness and/or those experiencing domestic violence.

The Family-Centered Services initiative provides funding intended to support hiring between 1 to 7 full-time credentialed or appropriately experienced staff per district to provide a range of case management services that could include but not be limited to in-depth assessments, crisis intervention, resource navigation, and peer supports to stabilize household conditions for TANF eligible families. The funding allocations which determine how many Family-Centered Services staff

each district will be able to hire were calculated based on caseload size. The complete list of allocations for this initiative can be found in Attachment A.

III. Program Implications

Program Design

Districts have flexibility in determining how the credentialed/experienced staff hired through the Family-Centered Services initiative would best be utilized to support their program and client population needs. Districts may have these staff support their general Family Assistance (FA) and/or Safety Net Assistance Maintenance of Effort (SNA-MOE) applicant and recipient populations (case types 11, 12, and those type 16 and 17 that are SNA-MOE [i.e., State charge code 63 or 64]). They could also choose to target the program toward a specific FA or TANF 200% eligible population for whom there is a marked need for additional resources, such as families experiencing homelessness. Activities recommended by OTDA for Family-Centered Services staff include, but are not limited to:

- Providing assessments to determine whether individuals need specialized services to progress and potentially identifying unaddressed treatment, rehabilitation and support needs to guide employment planning;
- Assisting individuals with complex care needs in navigating State and federal benefits programs to ensure they receive all benefits to which they're entitled and do not fall out of program compliance.
- Connecting clients with behavioral health needs to Single Point of Access (SPOA) and Children's Single Point of Access (CSPOA). Where appropriate, helping clients through the process of applying for Social Security benefits and obtaining the necessary documentation;
- Identifying client treatment, rehabilitation and support needs and linking them to the necessary providers while acting as liaison to ensure the treatment is high-quality and consistent with their goals for family stabilization and well-being. Monitoring individuals' ongoing progress and ensuring they receive the supportive services to attend appointments when needed;
- When appropriate, providing direct support to assist individuals currently undergoing crisis situations including crisis intervention and connection to local crisis services, same-day assistance navigating the process of applying to have immediate needs met, or peer navigation;
- Working with district workers to determine the types of activities and the number of hours to include in applicant/recipient employment plans and providing ongoing guidance in case decision-making and how to interact effectively with individuals;
- Training staff in how to best identify and work with individuals and families with issues such as mental health disabilities, substance use, homeless/unhoused, and domestic violence;
- Identifying and maintaining partnerships with other community-based treatment and supportive service providers to ensure a strong referral network is in place. Participating actively in any existing Children's System of Care infrastructure in collaboration with the county mental hygiene department's Director of Community Services (DCS). This is a key component of ensuring that local funding and resources are coordinated and utilized for maximum benefit. It is important that staff hired through this initiative believe that recovery is possible and strive for seamless service provision and "warm handoffs" for the families served;
- Coaching households on locating and retaining housing, including building positive relationships with landlords and temporary housing providers; and
- Providing case management for unhoused families placed in hotels/motels where there is not a service provider present.

FA and SNA-MOE individuals and families determined to be in need of these services would be directed to the Family-Centered Services staff through referrals by their initial case manager/district worker as outlined by the district Family-Centered Services Program Plan. Case managers/district workers should make the referrals whenever potentially complicated barrier issues are identified, or when a client/family is struggling to meet eligibility requirements, engage in their plan for employability (for instance, if they are approaching program time limits or have a sanction or other non-compliance they don't appear to be attempting to resolve), or comply with the requirements of their Independent Living Plan (ILP) as required to remain in temporary housing.

Staff Recruitment

OTDA strongly encourages districts to reach out and foster partnerships with local educational institutions that train Master's-level and other appropriate licensed clinical counselors. These institutions represent a strong recruitment source for the new staff positions, as well as potential partners for future initiatives to potentially expand the Family-Centered Services program for the benefit of all parties, such as internships placing Master's program students with the districts. However, districts are not precluded from hiring staff who do not hold specific educational credentials if the individual(s) possess the appropriate work and lived experience as well as the knowledge, skills, and ability to do the job. Staff should be culturally competent and have training in trauma-informed practices.

Target Population /Participant Eligibility

FA and/or SNA-MOE applicant and recipient populations (case types 11, 12, and those type 16 and 17 that are SNA-MOE), or a specific FA or TANF 200% eligible population for whom there is a marked need for additional resources are eligible to be served by the Family-Centered Case Management staff supported through this funding. If a district chooses to utilize their Family-Centered Services staff to serve other populations in addition to those eligible for TANF, their salaries must be cost-allocated appropriately. While Attachment A indicates a specific number of staff correlated with the allocation amount, which was based on OTDA's estimates for FTE salaries, districts are not precluded from hiring more than this number if the staff are hired at a lower salary cost or their activities are cost-allocated. The only restriction is that districts cannot exceed their total allocation.

OTDA has set a 15% spending limitation on administrative costs. It is expected that because the staff hired through this initiative will be providing direct services, their salaries and most of the costs associated with the program will be considered non-administrative. However, OTDA acknowledges that some program expenses may fall under the definition of administrative costs. Federal regulations define non-administrative (program) and administrative costs as follows:

- Non-administrative (program) costs are the direct salaries and fringe benefit costs of the staff providing direct services; providing program information to clients; developing employability plans, providing work activities and work subsidies for eligible program participants; providing post-employment services and work supports; and performing case management services. Non-salary costs of staff performing work activities that are considered programmatic are also allowable program costs. Non-salary costs may include, but not be limited to travel, postage, utilities, rental costs, maintenance, supplies, and equipment. Contracts whose main purpose is to provide services defined as program costs as above are considered program as well.
- Administrative costs are the salaries, fringe benefits, and non-salary costs of staff performing activities related to eligibility determinations; preparing program plans, budgets, and schedules; monitoring programs and projects; performing procurement activities; providing public relations; performing accounting, legal, payroll and personnel activities; property management; and preparing reports and other documents.

Community of Practice and Reporting

Once the new Family-Centered Services staff are hired, OTDA intends to work with districts to establish a statewide Community of Practice among these staff and other stakeholders across every district. It is envisioned that this Community of Practice will meet quarterly to share best practices, give updates on the progress of their local Family-Centered Services initiatives, report what training/resources staff might need from OTDA and other agencies, and discuss issues and case trends they are encountering in their regions.

After the Family-Centered Services program has been established, each district will also be responsible for submitting an annual report that will provide OTDA with information on district progress in applying this funding towards their stated initiatives. This report will contain information on the nature of the services provided by the staff hired under the program, the number of referrals made and households who received services and, eventually, pertinent data on recipients' outcomes such as connections to services, sanctions resolved, housing located and retained, and entries to employment. Further details on both the Community of Practice and the annual report requirements will be forthcoming as OTDA oversees the disbursement of this funding.

To establish initiation of the Family-Centered Services program, OTDA requests that all districts review their Family-Centered Services allotments outlined in Attachment A and determine where these specialized staff resources are most needed. Districts must collaborate with the county DCS in the planning phase of the Family-Centered Services program, and the program plan must include documentation that services will be coordinated with SPOA and CSPOA and not duplicative of these resources. Districts must document coordination with any existing Children's System of Care infrastructure with the county DCS. A list of DCS contacts for every county mental hygiene department can be found at https://www.clmhd.org/contact_local_mental_hygiene_departments/.

OTDA requests that all districts submit a Plan (Attachment B) to OTDA that provides an overview of the district's proposal for administering this funding. Consideration should be given as to how to best use these staff to link to existing resources and avoid duplication of effort. This overview should state the overarching objective the district intends to achieve with this funding, break down the estimated allocation of funds by number of clinical staff the district plans to hire, indicate the credential level/specializations of these prospective staff, identify the programs and services the staff would be involved in providing, and describe the target population the district plans to serve through its Family-Centered Services initiative. OTDA requests that each district submits the prospective overview of their Family-Centered Services plan to Kyle Miller at Kyle.Miller2@otda.ny.gov no later than August 30, 2024.

IV. Claiming

Expenditures for this project should be claimed through the RF17 special project claim package for the month(s) that the expenditures were made. These costs are first identified on the RF2A claim package as F17 functional costs and reported in the F17 column on the LDSS-923 "Cost Allocation Schedule of Payments Administrative Expenses Other Than Salaries" and the LDSS-2347 "Schedule D DSS Administrative Expenses Allocation and Distribution by Function and Program." After final accepting the RF2A claim package, the individual project costs are then reported under the project label **FAM CEN 2024** on the RF17.

Salaries, fringe benefits, staff counts, and central services costs are directly entered on the LDSS-4975A "RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs" while overhead costs are automatically brought over from the RF2A, Schedule D and distributed based upon the proportion of the number of staff assigned to this project. Employees not working all their time on this project must maintain time studies to support the salary and fringe benefit costs allocated to the program.

Non-salary administrative costs are reported with the appropriate object of expense code(s) on the LDSS-923B "Summary - Administrative Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs."

Districts must follow eligibility requirements for use of these funds as described in this LCM.

Program costs should be reported as object of expense code 37 - Special Project Program Expense on the LDSS-923B "Summary - Program Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs."

Total project costs should be reported on the LDSS-4975 "Monthly Statement of Special Project Claims Federal and State Aid (RF-17)" as 100% Federal Share and will be reimbursed up to the amount of each district's allocation.

To receive reimbursement, claims for expenditures of FAM CEN 2024 for the period July 1, 2024, through June 30, 2025, must be final accepted in the Automated Claiming System (ACS) by December 31, 2025.

Further instructions for completing time studies; the LDSS-923, LDSS-923B and Schedule D; and the RF17 claim package are found in Chapters 4, 7, and 18, respectively, of the Fiscal Reference Manual (FRM) Volume 3. The FRMs are available on-line at:
<https://intranet.otda.ny.gov/bfdm/finance/>.

Claiming contacts:

Regions 1-5: Justin Gross: 518-474-7549 or otda.sm.field_ops.i-iv@otda.ny.gov

Region 6: Michael Simon: 212-961-8250 or michael.simon@otda.ny.gov

Issued By:

Name: Valerie T. Figueroa

Title: Deputy Commissioner

Division/Office: Employment and Income Support Programs / Office of Temporary and Disability Assistance

Attachment A

District	2024 Family Centered Services Allocation	Estimated Number of Staff Positions Based on Allocation
Albany	\$496,153	3
Allegany	\$165,385	1
Broome	\$496,153	3
Cattaraugus	\$330,769	2
Cayuga	\$330,769	2
Chautauqua	\$496,153	3
Chemung	\$165,385	1
Chenango	\$165,385	1
Clinton	\$165,385	1
Columbia	\$165,385	1
Cortland	\$165,385	1
Delaware	\$165,385	1
Dutchess	\$330,769	2
Erie	\$826,925	5
Essex	\$165,385	1
Franklin	\$165,385	1
Fulton	\$165,385	1
Genesee	\$165,385	1
Greene	\$165,385	1
Hamilton	\$165,385	1
Herkimer	\$165,385	1
Jefferson	\$165,385	1
Lewis	\$165,385	1
Livingston	\$165,385	1
Madison	\$165,385	1
Monroe	\$826,925	5
Montgomery	\$165,385	1
Nassau	\$661,537	4
New York City	\$1,157,687	7
Niagara	\$330,769	2
Oneida	\$496,153	3
Onondaga	\$661,537	4
Ontario	\$165,385	1
Orange	\$496,153	3
Orleans	\$165,385	1
Oswego	\$330,769	2
Otsego	\$165,385	1
Putnam	\$165,385	1
Rensselaer	\$330,769	2
Rockland	\$330,769	2
St. Lawrence	\$330,769	2
Saratoga	\$165,385	1
Schenectady	\$330,769	2
Schoharie	\$165,385	1
Schuyler	\$165,385	1
Seneca	\$165,385	1
Steuben	\$165,385	1
Suffolk	\$661,537	4
Sullivan	\$165,385	1
Tioga	\$165,385	1
Tompkins	\$165,385	1
Ulster	\$330,769	2
Warren	\$165,385	1
Washington	\$165,385	1
Wayne	\$165,385	1
Westchester	\$661,537	4
Wyoming	\$165,385	1
Yates	\$165,385	1
TOTAL	\$17,200,000	104

2024-2025 Family-Centered Services Program Plan

District:

Contact Person(s)/Title(s):

Telephone:

Email:

A. Program Overview and Staff Allocations

Provide a description of the central objective your district hopes to achieve through the new hiring facilitated by your Family-Centered Services program funding. This could involve a particular challenge or area of limited resources you'd like to address, a new targeted initiative you hope to establish, or plans for how the new staff allocation would otherwise support case management for families facing instability.

- Based on your district's funding allocation in Attachment A, provide an estimated breakdown of how many staff the district plans to hire and the required credentials, specialization and/or relevant experience that the district will seek for each of these positions.
- Provide an estimated timeframe expected for the hiring and training of the new Family-Centered Services staff.
- Provide a description of any collaboration with the county DCS. Document that services provided will not be duplication of Single Point of Access and Children's Single Point of Access, and how they will be coordinated with these resources. Document coordination with any existing System of Care infrastructure in collaboration with the county DCS.

B. Program Activities

- Provide a description of the specific services and activities your district proposes the Family-Centered Services staff will deliver. Include the following information:
 - Detailed description of each activity/service to be provided and which of the new staff (if the allocation is for more than one) will work on each.
 - Description of the population(s) to be served and an estimated number of families expected to be served by each activity. If targeting a specific population(s) or area(s), describe the rationale for selecting said target(s).
 - Indicate whether or not proposed activities are an expansion of an existing local initiative(s) and if so, provide background on said initiative(s) including data on participant outcomes and other evidence of program effectiveness.
 - If the district expects to serve individuals who are not in receipt of public assistance or for follow-up services to eligible former recipients of public assistance, please describe (or indicate not applicable).

C. Reporting/Monitoring Performance

OTDA intends to develop annual reporting requirements for the Family-Centered Services program that will allow us to review district progress in bringing the new staff onboard and utilizing them towards the district's stated objectives.

Based on the target population and program design proposed above, describe how the district intends to measure performance and monitor staff and participant outcomes for the initiative.

PAUL ELDRIDGE
PERSONNEL OFFICER



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

January 29, 2025

Classification/Reclassification Notice

Sara Servadio
Commissioner of Mental Health, Social Services & Youth Bureau

Via email

Dear Commissioner Servadio,

Our office has completed a review of the below referenced form and documentation that you submitted for a job classification evaluation or re-evaluation:

- ☒ Job Classification Questionnaire (Form 220) Dated 1/7/2025 submitted on behalf of [REDACTED]
☐ New Position Duties Statement (Form 222) Dated _____
☐ Request for Additional Position(s) in an Already Established Classification (Form 222A)

Please be advised that, pursuant to Civil Service Law, Section 22, we have classified this position as Senior Caseworker in the Competitive jurisdictional classification. Please see requirements below.

Please Note:

- ☒ Competitive Jurisdictional Classification requires: Permanent appointment from an appropriate eligible list, now or subsequent to an approved provisional appointment, should this position be adopted as a position in your department or agency.
- ☐ Non-Competitive Jurisdictional Classification requires: Permanent appointment following a review of a current application of any potential appointee should this position be adopted as a position in your department or agency.
- ☐ Labor Jurisdictional Classification requires: Permanent appointment following a review of a current application of any potential appointee should this position be adopted as a position in your department or agency.
- ☐ Exempt Jurisdictional Classification requires: Appointment following a review of a current application of any potential appointee should this position be adopted as a position in your department or agency.

In order to best assess next steps, we will need some information from your department/agency. Please have a supervisor or department head complete page two (2) and return to me as soon as possible. This will ensure that the process is handled as quickly as possible.

If you have any questions regarding this notice, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Virginia Redlon".
Virginia Redlon
Senior Personnel Specialist

Putnam County Personnel Department
Classification/Reclassification Checklist

Name: _____ Title: _____

Municipality: _____ Department: _____

Preferred contact information: _____

For employee title re-classification:

- ☐ We plan on moving forward with this classification. Please advise as to next steps.
- ☐ We have financial approval for this classification, please send the current eligible list/order exam.
- ☐ We do not plan on moving forward with this classification. Please advise as to next steps.
- ☐ We do not agree with this decision. Please advise as to next steps.

For new titles:

- ☐ We plan on moving forward with this classification.
- ☐ We have financial approval for this classification, please send the current eligible list/order exam.
- ☐ We have a provisional/internal applicant we would like to place in this position.
The name of the employee is _____
- ☐ We do not have an internal applicant and/or we would like to hold an Open Competitive Exam if there is no list.

The approved salary for this title is: _____

Important Notes:

- Position(s) titles listed as PJC (pending jurisdictional classification) will require a request by our office to the New York State Civil Service Commission for approval to add such titles to the Putnam County Civil Service Rules and Appendices. Please contact our office for further guidance.
- Before appointing a provisional- **please be sure that they meet the minimum qualifications.** They will not be allowed to take the test if they do not meet the minimum qualifications.
- Provisional appointments will affect your employee probationary period. As per recent NYS legislation, *all* time spent as a provisional must count as part of the probationary period. Therefore, if an employee is provisional longer than the probationary period, once they receive their permanent appointment, they will be permanent and no longer on probation.

SENIOR CASEWORKER

DISTINGUISHING FEATURES OF THE CLASS: The senior caseworker provides professional casework and social work services, involving investigation and resolution of difficult problem cases as well as determination and recommendation of needs for services. The senior caseworker is also responsible for the development and implementation of plans to resolve problems and/or meet the individual needs of assigned cases. Additionally, the senior caseworker may be assigned to provide supervision of one or more programs in the Department of Social Services. Work is performed under general supervision, and direct supervision is provided over the activities of caseworkers and clerical employees. Performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Interviews applicants and persons referring cases of children needing care, supervision, or services; recommends services necessary to carry out plans to meet the needs of individuals or families;

Makes visits to applicants to ascertain the need for services;

Develops involved or complex social histories and a plan of treatment which, with supervisory approval, is the basis for delivery of the services;

Aids individual caseworkers in formulating service and work organization plans;

In each case, in cooperation with the individual or family plans the use to be made of available resources;

Studies the background and need for care of children referred, securing information from the child himself, the family, relatives, schools, churches, family courts and other agencies;

Makes necessary collateral contacts with employees, relatives, friends, physicians, hospitals, and other agencies;

When foster care is necessary, determines whether the child's needs can best be met in an institution or foster family home;

Finds family homes interested in caring for children;

Studies and evaluates family homes desiring to care for children at board, at wages, or on a free or adoptive basis and recommends boarding homes for certification;

Arranges for medical care of children in foster homes, takes children to doctors, dentists, and clinics if foster parents are unable to do so;

Plans with parents and relatives for the care of children and re-establishment of the home;

Makes referrals to other agencies when indicated;

Writes letters and reports as required;

Periodically reviews cases to determine changes in client situation affecting the need for service;

Assists the case supervisor in administering the work of the unit;

Performs a variety of related activities as required.

Typical Work Activities are intended only as illustrations of possible types of work that might be appropriately assigned to an incumbent of this title. Work activities that do not appear above are not excluded as appropriate work assignments, as long as they can be reasonably understood to be within the logical limits of the job.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES & PERSONAL CHARACTERISTICS:

Good knowledge of principles and practices of social casework and social group work; good knowledge of Federal, State, and local public welfare laws and programs; knowledge of the techniques of preparing social research studies; extensive familiarity with services provided by the agency and community resources; ability to effectively formulate and conduct interviews and investigations; ability to direct the work of others; ability to communicate effectively both orally and in writing to groups and individuals; ability to use computers and computer software for word processing and data management; ability to establish and maintain effective working relationships; ability to deal effectively and objectively with clients of diverse socio-economic backgrounds and cultures; good listening skills, social perceptiveness; tact; confidentiality; good judgment.

MINIMUM REQUIREMENTS: EITHER

- A) Bachelor's degree and two (2) years full time paid experience in social work with a public or private social services agency adhering to acceptable standards; or
- B) Two (2) full time paid experience as a caseworker in a public or private social services agency adhering to acceptable standards; or
- C) An equivalent combination of training and experience as indicated in A) and B) above.

PLEASE NOTE: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education.

SPECIAL REQUIREMENT:

Possession of a valid, unrestricted, appropriate level driver's license, and acceptable driving record are required at time of appointment and must be maintained throughout employment.

PAUL ELDRIDGE
PERSONNEL OFFICER



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

February 21, 2025

Classification/Reclassification Notice

Sara Servadio
Commissioner of Mental Health, Social Services & Youth Bureau

Via email

Dear Commissioner Servadio,

Our office has completed a review of the below referenced form and documentation that you submitted for a job classification evaluation or re-evaluation:

- ☒ Job Classification Questionnaire (Form 220) Dated 2/20/2025 submitted on behalf of [REDACTED]
- ☐ New Position Duties Statement (Form 222) Dated _____
- ☐ Request for Additional Position(s) in an Already Established Classification (Form 222A)

Please be advised that, pursuant to Civil Service Law, Section 22, we have classified this position as Principal Office Assistant in the Competitive jurisdictional classification. Please see requirements below.

Please Note:

- ☒ Competitive Jurisdictional Classification requires: Permanent appointment from an appropriate eligible list, now or subsequent to an approved provisional appointment, should this position be adopted as a position in your department or agency.
- ☐ Non-Competitive Jurisdictional Classification requires: Permanent appointment following a review of a current application of any potential appointee should this position be adopted as a position in your department or agency.
- ☐ Labor Jurisdictional Classification requires: Permanent appointment following a review of a current application of any potential appointee should this position be adopted as a position in your department or agency.
- ☐ Exempt Jurisdictional Classification requires: Appointment following a review of a current application of any potential appointee should this position be adopted as a position in your department or agency.

In order to best assess next steps, we will need some information from your department/agency. Please have a supervisor or department head complete page two (2) and return to me as soon as possible. This will ensure that the process is handled as quickly as possible.

If you have any questions regarding this notice, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Virginia Redlon".
Virginia Redlon
Senior Personnel Specialist

Putnam County Personnel Department
Classification/Reclassification Checklist

Name: _____ Title: _____

Municipality: _____ Department: _____

Preferred contact information: _____

For employee title re-classification:

- ☐ We plan on moving forward with this classification. Please advise as to next steps.
- ☐ We have financial approval for this classification, please send the current eligible list/order exam.
- ☐ We do not plan on moving forward with this classification. Please advise as to next steps.
- ☐ We do not agree with this decision. Please advise as to next steps.

For new titles:

- ☐ We plan on moving forward with this classification.
- ☐ We have financial approval for this classification, please send the current eligible list/order exam.
- ☐ We have a provisional/internal applicant we would like to place in this position.

The name of the employee is _____

- ☐ We do not have an internal applicant and/or we would like to hold an Open Competitive Exam if there is no list.

The approved salary for this title is: _____

Important Notes:

- Position(s) titles listed as PJC (pending jurisdictional classification) will require a request by our office to the New York State Civil Service Commission for approval to add such titles to the Putnam County Civil Service Rules and Appendices. Please contact our office for further guidance.
- Before appointing a provisional- **please be sure that they meet the minimum qualifications.** They will not be allowed to take the test if they do not meet the minimum qualifications.
- Provisional appointments will affect your employee probationary period. As per recent NYS legislation, *all* time spent as a provisional must count as part of the probationary period. Therefore, if an employee is provisional longer than the probationary period, once they receive their permanent appointment, they will be permanent and no longer on probation.

PRINCIPAL OFFICE ASSISTANT

DISTINGUISHING FEATURES OF THE CLASS: This class is characterized by high degree of responsibility calling for mature office judgment and knowledge of the policies, laws and regulations relating to the program of the agency in which the position is located. Responsibilities are varied and difficult and will include planning and administering activities on a moderately large scale, independently performing difficult and complex tasks, and exercise of higher level independent judgment in the handling of non-routine situations and information. Secretarial duties may also be involved. The Principal Office Assistant is distinguished from the Senior Office Assistant by the greater complexity of related duties, by supervision of a number of subordinate office employees, or by a combination of those factors. Performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Provides support to administrator(s) and/or assigned department;
Receives telephone calls, answers questions and refers calls to proper person;
Makes referrals according to office policies and procedures, and regulations and policies relating to program or department;
Keeps administrator(s) informed and up-to-date on any changes in regulations and policies relating to the program, department, or staff;;
Makes appointments and schedules for trainings, conferences, meetings, and other out of office obligations on behalf of administrators and/or assigned department/unit;
Receives and directs visitors to the office;
Coordinates clerical processing functions involving considerable internal and external communication by letter, telephone;
Operates a computer or other word processing related equipment to produce routine correspondence, reports, spreadsheets, databases, charts and other work documents;
Collects, compiles, records and files a variety of records, reports, statistics and other related information;
Maintains and/or coordinates the maintenance of related office files and records;
Maintains alphabetic, numeric and/or chronological files of correspondence, documents and materials as appropriate;
Operates a variety of business office machines such as computers, copying machines, calculators, scanners, etc.;
Reviews data for completeness, accuracy and conformity with established procedure and answers difficult questions related thereto;
Instructs new employees in the routine and specialized work of the department, and assigns and reviews work;
Conducts correspondence independently or composes with administrative judgment for official signature, as required;
May collect fees and accounts for monies received;
May issue permits and licenses;
May attend meetings as needed;
Performs a variety of related activities as required.

Typical Work Activities are intended only as illustrations of possible types of work that might be appropriately assigned to an incumbent of this title. Work activities that do not appear above are not excluded as appropriate work assignments, as long as they can be reasonably understood to be within the logical limits of the job.

PRINCIPAL OFFICE ASSISTANT (cont'd)

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of office terminology, procedures and equipment; thorough knowledge of the policies, laws, rules and regulations relating to the program of the agency in which the business is located insofar as it is necessary for the proper acknowledgment of the duties; thorough knowledge of business arithmetic and English; ability to plan and direct the work of others; ability to operate an alphanumeric keyboard at an acceptable rate of speed; ability to use computer applications such as spreadsheets, word processing, calendar, e-mail and database software; ability to set up appropriate forms, charts and other tabular listings; ability to prepare correspondence, reports and other materials; ability to follow complex oral and written instructions; ability to prepare correspondence, reports and other materials; ability to communicate effectively, both orally and in writing; ability to establish and maintain effective working relationships; good judgment; accuracy; resourcefulness; initiative; tact; courtesy; neat appearance.

MINIMUM QUALIFICATIONS:

Graduation from high school or possession of a comparable diploma and four (4) years of progressively responsible clerical experience which included use of computer word processing software, one (1) year of which shall have been in a supervisory or responsible capacity

SUBSTITUTION NOTE: Post-secondary level education may be substituted for the required experience indicated above on the basis of thirty (30) college credits per year of experience.

PLEASE NOTE: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education.

SPECIAL REQUIREMENT: Depending on assignment, an incumbent of this class may be required to obtain and maintain appointment as a New York State Notary Public.

#666

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL – BUDGETARY AMENDMENT (25A047) – SHERIFF’S OFFICE –
UTILIZE FEDERALLY SEIZED ASSET FORFEITURE FUNDS – PURCHASE
EQUIPMENT**

**WHEREAS, the Putnam County Sheriff has requested a budgetary
amendment (25A047) to use Federally Seized Asset Forfeiture Funds to purchase
equipment; and**

**WHEREAS, the Protective Services Committee discussed said equipment
purchase and the Audit & Administration Committee has reviewed and approved
said budgetary amendment; now therefore be it**

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

17311000 52680 10102 SRT – Other Equipment 531,563

Increase Estimated Revenues:

17311000 427151 10102 SRT – Proceeds of Seized Assets 531,563

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

MICHAEL J. LEWIS
Commissioner of Finance



CC: All
Audit
Revised
SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*
RE: **Budgetary Amendment – 25A047 - Revised**
DATE: May 19, 2025

2025 MAY 19 PM 12:00
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Sheriff, the following budgetary amendment is recommended.

GENERAL FUND:

INCREASE APPROPRIATIONS:

17311000 52680 10102	SRT - Other Equipment	\$ 531,563.00
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INCREASE ESTIMATED REVENUES:

17311000 427151 10102	SRT Proceeds of Seized Assets	\$ 531,563.00
-----------------------	-------------------------------	---------------

2025 Fiscal Impact \$ 0

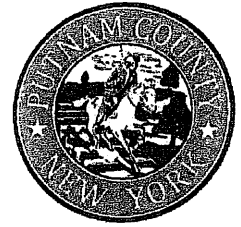
2026 Fiscal Impact \$ 0

Please refer to the attached memorandum from the Sheriff McConville requesting \$531,563.00 in Seized Assets Funds for equipment that was discussed at the Protective Services Committee Meeting on May 13, 2025.

Please forward it to the appropriate committee.

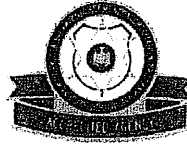


**PUTNAM COUNTY
OFFICE OF THE SHERIFF
AND
CORRECTIONAL FACILITY
THREE COUNTY CENTER
CARMEL, NEW YORK 10512
845-225-4300**

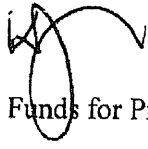


**KEVIN J. MCCONVILLE
SHERIFF**

**THOMAS H. LINDERT
UNDERSHERIFF**



May 14, 2025

TO: Chairwoman Amy Sayegh, Audit Committee
FROM: Sheriff Kevin McConville 
SUBJECT: Expenditure of Seized Asset Funds for Procurement of Equipment

As discussed in the Protective Services Committee Meeting on May 13, 2025, we are requesting authorization to spend \$502, 963.00 in Seized Asset Funds for equipment. Therefore, please place this on the May 22, 2025 Audit Committee Agenda.

The expenditure of these monies will have no Fiscal Impact on the PCSO Budget, the County Budget, and, importantly, on the taxpayers.

cc: Legislator Daniel G. Birmingham
Legislator Erin L. Crowley'

#622

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**REQUEST REFUND OF TAXES – KEVIN & GENEVIEVE FARRELL – TOWN OF
SOUTHEAST – TAX MAP #47.-3-102 (DENIED)**

WHEREAS, a property owner indicated that their 2020 County/Town Tax Bill assessment showed the amount that they grieved, instead of the reduced amount that the property owner and the assessor had agreed upon; and

WHEREAS, the Town of Southeast Assessor confirmed said error, and directed the property owner to fill out an RP-556 Application for Refund or Credit of Real Property Taxes form; and

WHEREAS, the Director of Real Property has reviewed said application form, however, due to RP Law 556, an error cannot be corrected going back over three (3) years and therefore the Director of Real Property has denied said request; and

WHEREAS, the Audit & Administration Committee has reviewed and approved said denial; now therefore be it

RESOLVED, that the Putnam County Legislature approves the denial for a refund of taxes for Kevin & Genevieve Farrell in the Town of Southeast for Tax Map #47.-3-102.

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

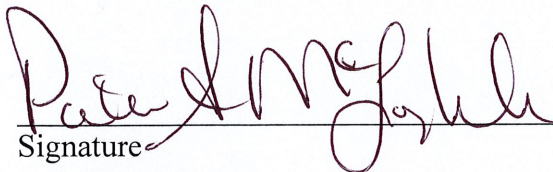
Chairwoman Sayegh

ROUTING & APPROVAL LIST

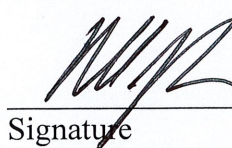
Cover Sheet for Correction of Assessment Rolls & Tax Rolls

Corrections (RP-554) Or Refunds (RP-556) in the Amount of \$2,500 or Above

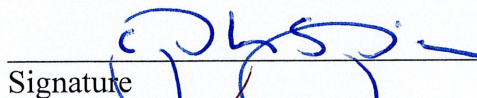
Supporting Documents are Attached. All Undersigned please **Approve** and **Date**

 4/15/25
Signature Date

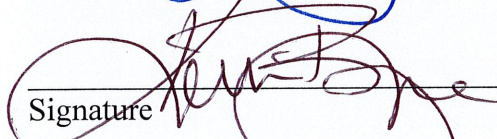
DIRECTOR OF REAL PROPERTY
TAX SERVICES

 4/16/25
Signature Date

COMMISSIONER OF FINANCE

 4-21-25
Signature Date

DEPARTMENT OF LAW

 4/22/25
Signature Date

COUNTY EXECUTIVE

Signature Date

CLERK OF THE BOARD OF LEGISLATORS

Signature Date

COUNTY AUDITOR

Signature Date

DIRECTOR OF REAL PROPERTY
TAX SERVICES

Signature Date

COMMISSIONER OF FINANCE

2025 APR 25 PM 12:12
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

MEMORANDUM

TO: Michael Lewis, Commissioner of Finance
FROM: Trish McLoughlin, Director of Real Property
RE: Tax Bill Refund – RP-556
DATE: April 15, 2025

Attached please find a tax bill refund request from a property owner who just came across an old (2020) County/Town tax bill, and noticed the assessment on the bill showed to be one that she had grieved, and was not reduced to the amount that she and the assessor had agreed upon, for the calculation of this particular bill.

She contacted Laurie Bell, the Assessor for the Town of Southeast, and AnnMarie Milano, the Tax Collector for the Town of Southeast, and the homeowner was told to fill out an RP-556 refund form. Laurie Bell confirms the error.

Due to RP Law 556, an error cannot be corrected going back beyond 3 years (see attached law), so this refund request has been denied.



Department of Taxation and Finance
Office of Real Property Tax Services

Application for Refund or Credit of Real Property Taxes

RP-556
(12/19)

Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners <u>Kevin and Genevieve FARRELL</u>		
Mailing address of owners (number and street or PO box) <u>65 Indian Wells Road</u>		Location of property (street address) <u>65 Indian Wells Rd</u>
City, village, or post office <u>Brewster</u>	State <u>NY</u>	ZIP code <u>10509</u>
Daytime contact number <u>914-490-5958</u>	Evening contact number	Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) <u>47.-3-102</u>
Account number (as appears on tax bill) <u>Tax Bill # 2425</u>	Amount of taxes paid or payable <u>\$ 6,076.94</u>	Date of payment
Reasons for requesting a refund or credit: <u>Tax Assessment was reduced by Stipulation dated 8/6/2019, filed on 9-27-2019 (Index # 501247/2019), to \$ 925,000. Bill issued at \$1 mil assessed value.</u>		

I hereby request a refund or credit of real property taxes levied by Putnam County, Town of Southeast for the year(s) 2020.
(County, city, village, etc.)

Signature of applicant 	Date <u>4-14-2025</u>
----------------------------	--------------------------

Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received <u>4/15/25</u>	Date warrant annexed <u>4/1/2020</u>
Last day for collection of taxes without interest <u>1/31/2020</u>	Recommendation Approve application* <input type="checkbox"/> Deny application <input checked="" type="checkbox"/>
Signature of official 	Date <u>4/15/25</u>

* If this application is approved, and the same error appears on a current assessment roll, send a copy of this form, including all attachments, to the assessor and board of assessment review. They must treat this application as a petition for the correction of that current roll (Form RP-553).

Part 3 – For use by the tax levying body or official designated by resolution _____
(insert number or date, if applicable)

Application approved (Mark an X in the applicable box):

Clerical error ☐ Error in essential fact ☐ Unlawful Entry ☐

Amount of taxes paid	Amount of taxes due	Amount of refund or credit
----------------------	---------------------	----------------------------

Application denied (reason): _____ _____
--

Signature of chief executive officer or official designated by resolution	Date
---	------

Instructions

General information

Where to send

Submit two copies of this application to the County Director of Real Property Tax Services (in Nassau and Tompkins Counties, submit to Chief Assessing Officer). In a village which has retained its assessing unit status, submit to the village assessor or chairman of village board of trustees.

When to send

You must submit this application within three years of the annexation of the warrant for the collection of such tax.

Refunds

If the tax was already paid, and the application is approved, the applicant is entitled to a refund of the overpayment.

Credits

If the tax has not yet been paid, and the application is approved, the applicant is entitled to a credit reducing the amount of the outstanding tax. The corrected tax must be paid with the interest and penalties that have accrued up to that point. No additional interest and penalties will be imposed if the corrected tax is paid within eight days of the date on which the notice of approval is mailed to the applicant. The interest and penalties on the credited portion of the tax are cancelled.

Types of correctable errors

Real Property Tax Law (RPTL) section 550 recognize the following types of correctable errors:

Clerical error (RPTL section 550, subdivision 2):

- (a) an entry of assessed value on the tax roll which differs from the entry for the same parcel on the property record card, field book, or other final work product of the assessor, or the final verified statement of the board of assessment review due to an error in transcription
- (b) a mathematical error in the calculation of a partial exemption
- (c) an incorrect entry due to failure of the assessor to act on a partial exemption
- (d) an arithmetical error in the calculation or extension of the tax
- (e) an incorrect entry due to a mistake in the determination or transcription of a special assessment or other charge based on units of service provided by a special district
- (f) a duplicate entry of the description or assessed valuation, or both, of an entire single parcel
- (g) an entry on a tax roll which is incorrect by reason of an arithmetical mistake by the assessor appearing on the property record card, field book, or other final work product of the assessor
- (h) an incorrect entry on a tax roll of a re-levied school tax or re-levied village tax which has been previously paid
- (i) an entry on a tax roll which is incorrect by reason of a mistake in transcription of a re-levied school tax or re-levied village tax

Error in essential fact (RPTL section 550, subdivision 3):

- (a) the assessment of an improvement destroyed or removed prior to taxable status date
- (b) the assessment of an improvement not in existence or present on a different parcel

- (c) an incorrect entry of acreage which was considered by the assessor in valuing the parcel and which resulted in an incorrect assessed valuation, where such acreage is shown to be incorrect on a survey submitted by the applicant
- (d) not applicable to refunds
- (e) not applicable to refunds
- (f) misclassification of a parcel in an approved assessing unit which is exclusively used for either residential or non-residential purposes

Unlawful entry (RPTL section 550, subdivision 7):

- (a) an assessment of wholly exempt property on the taxable portion of the assessment roll
- (b) an assessment of real property located entirely outside the boundaries of the assessing unit, the school district, or the special district in which the real property is designated as being located
- (c) an entry made by a person or body without the authority to make such entry
- (d) an assessment of taxable state land which exceeds the assessment as approved by the Office of Real Property Tax Services (ORPTS)
- (e) an assessment of special franchise property which exceeds the final assessment as made by ORPTS or the full value of that special franchise as determined by ORPTS adjusted by the final state equalization rate established by the ORPTS for the assessment roll upon which that value appears

For an *unlawful entry*, attach a statement signed by assessor or majority of board of assessors substantiating that that parcel should have been granted tax exempt status on tax roll.

Real Property Tax

§ 556. Refunds and credits of taxes. 1. (a) Pursuant to the provisions of this section, an appropriate tax levying body may refund to any person the amount of any tax paid by him or her, or portion thereof, as the case may be, or may provide a credit against an outstanding tax (i) where such tax was attributable to a clerical error or an unlawful entry and application for refund or credit is made within three years from the annexation of the warrant for such tax, or (ii) where such tax was attributable to an error in essential fact, other than an error in essential fact as defined in paragraph (d) of subdivision three of section five hundred fifty of this title, and such application for refund or credit is made within three years from the annexation of the warrant for such tax.

(b) For each year for which a refund or credit is granted pursuant to the provisions of this section by reason of the existence of an unlawful entry as defined by paragraph (b) of subdivision seven of section five hundred fifty of this title, the assessor of the assessing unit in which the subject real property is actually located, but has been omitted from the assessment and tax rolls of such assessing unit, or a school district or special districts located therein, shall have the authority to enter such real property on the current assessment roll in accordance with the provisions of section five hundred fifty-one of this title, notwithstanding any time limitation contained in such section.

2. (a) Whenever it appears to a person who has paid a tax that such tax, or a portion thereof, was attributable to an unlawful entry, a clerical error, or an error in essential fact, as described in subdivision one of this section, such person may file an application in duplicate, including any available proof of the error, with the appropriate county director of real property tax services for a refund of such tax, or portion thereof, as the case may be.

(b) Whenever it appears to a person who is an owner of a parcel which is subject to an outstanding tax, that such tax, or a portion thereof, was attributable to an unlawful entry, a clerical error, or an error in essential fact, as described in subdivision one of this section, such person may file an application in duplicate, including any available proof of the error, with the appropriate county director of real property tax services for a credit of such tax, or portion thereof.

(c) For an error in essential fact, the application for correction shall include a copy of the property record card, field book, or other final work product upon which the incorrect assessment was based and a copy of any existing municipal record which substantiates the occurrence of the error. For an unlawful entry as defined in paragraph (a) of subdivision seven of section five hundred fifty of this title, the application for correction shall include a statement by the assessor or by a majority of a board of assessors substantiating that the assessor or assessors have obtained proof that the parcel which is the subject of the application should have been granted tax exempt status; the failure to include such statement shall render the application null and void and shall bar the tax levying body from directing a refund or credit of taxes pursuant to this section.

3. The application for a refund or credit pursuant to this section shall be on a form and shall contain such information as prescribed by the commissioner and shall be available in the offices of all collecting officers and in the office of the county director.

4. (a) The county director, within ten days of the receipt of an application filed pursuant to this section, shall investigate the circumstances of the claimed unlawful entry, clerical error or error in essential fact to determine whether the error exists, and on such investigation he may require and shall receive from any officer,



employee, department, board, bureau, office or other instrumentality of the appropriate municipal corporation such facilities, assistance and data as will enable him to properly consummate his studies and investigations hereunder.

(b) Upon completion of such investigation the county director shall immediately transmit a written report of such investigation and his or her recommendation for action thereon, together with both copies of the application, to the tax levying body. If the same alleged error also appears on a current assessment roll, the county director shall also file a copy of such report and recommendation with appropriate assessor and board of assessment review who shall consider the same to be the equivalent of a petition for correction filed with such board pursuant to section five hundred fifty-three of this title.

5. The tax levying body, at a regular or special meeting, upon the presentation of an application filed pursuant to this section and the written report described in subdivision four of this section, shall:

(a) examine the application and report to determine whether the claimed unlawful entry, clerical error or error in essential fact exists;

(b) reject an application where it is determined that the claimed unlawful entry, clerical error or error in essential fact does not exist by making a notation on the application and the duplicate copy thereof that the application is rejected and the reasons for the rejection;

(c) approve an application where it is determined that the claimed unlawful entry, clerical error or error in essential fact does exist by making a notation on the application and the duplicate copy thereof that the application is approved and by entering thereon the amount of the refund to be paid or outstanding tax to be credited;

(d) mail an application that has been rejected to the applicant;

(e) mail an application that has been approved to the applicant.

6. (a) The amount of any tax refunded or credited pursuant to this section shall be a charge upon each municipal corporation or special district to the extent of any such municipal corporation or special district taxes that were so refunded. Amounts so charged to cities, towns and special districts shall be included in the next ensuing tax levy.

(b) In raising the amount of a refund or credit pursuant to this section of a relieved school tax the appropriate tax levying body shall charge back against the school district which levied such tax the amount of the refund or credit which shall not exceed the amount paid by the county treasurer to such school district upon the return of such tax. The amount so charged against such school district shall be deducted by the county treasurer and withheld from any moneys which shall become payable by him to such school district by reason of taxes which shall thereafter be returned to him by such school district. No such charge shall be made by the county legislative body against a school district unless ten days' notice thereof by mail has been given to the school authorities thereof. Notice that such deduction will be made shall thereafter be given by the county treasurer in writing to such school authorities on or before the first day of May prior to the making of such deduction.

7. The powers and duties imposed by this section upon the county director of real property tax services shall be performed by such officer for taxes levied for county, city, town, special district and school district purposes except that (a) in the case of counties having the power to assess real property for tax purposes such powers and duties shall be performed by the chief assessing officer or the chairman of the county board of assessors and, (b) in the case of villages, for



village tax purposes, such powers and duties shall be performed by the village assessor or the chairman of the village board of assessors; provided, however, that if the village has enacted a local law as provided in subdivision three of section fourteen hundred two of this chapter, the county director shall perform the powers and duties imposed upon such officer by this section on behalf of such village.

8. (a) A tax levying body may, by resolution, delegate to an official who is empowered to authorize payment of bills without prior audit by such body or, in the event there is no official so empowered, to an official responsible for the payment of bills upon audit of the appropriate municipal corporation so designated by it, the authority to perform the duties of such tax levying body, as provided in this section. Such resolution shall only be in effect during the calendar year in which it is adopted and shall designate that such delegation of authority is applicable only where the recommended refund or credit is twenty-five hundred dollars or less, or such other sum not to exceed twenty-five hundred dollars.

(b) Where such resolution is adopted and the recommended refund or credit does not exceed the amount specified in the designating resolution, the county director shall transmit the written report of the investigation and recommendation, together with both copies of the application, to the official designated by the tax levying body. Upon receipt of the written report, the designated official shall follow the procedure which the tax levying body would follow in making refunds, provided, however, where the designated official denies the refund or credit, in whole or in part, such official shall transmit to the tax levying body for its review and disposition pursuant to subdivision five of this section the written report of the investigation and recommendation of the county director, together with both copies of the application and the reasons that the designated official denied the refund or credit. Where the recommendation of the county director is to deny the application or the refund or credit requested is in an amount in excess of the amount authorized in the enabling resolution, the county director shall transmit the written report of the investigation and recommendation, together with both copies of the application, to the tax levying body.

(c) On or before the fifteenth day of each month, the designated official shall submit a report to the tax levying body of the refunds or credits processed by such official during the preceding month. Such report shall indicate the name of each recipient, the location of the property and the amount of the refund or credit.

(d) In no case shall the total sum of such refunds or credits approved by the designated official exceed the amount appropriated therefor by the tax levying body.

9. In the event that an appropriation for a refund authorized pursuant to this section is included in the annual budget next adopted after approval of such refund, interest shall be added to such refund computed from the date that the application is approved pursuant to subdivision five or eight of this section.

10. When a portion of an outstanding tax has been credited pursuant to this section, any interest and penalties that have been imposed thereon shall be reduced to the extent that such interest and penalties were attributable to the credited portion of the tax, and no additional interest and penalties shall be imposed if the corrected amount of the tax is paid within eight days of the date on which the notice of approval is mailed pursuant to paragraph (e) of subdivision five of this section.



Real Property Tax

§ 550. Definitions. When used in this title:

1. "Assessment roll" means the assessment roll as it exists from the time of its tentative completion to the time of the annexation of a warrant for the collection of taxes.

2. "Clerical error" means:

(a) an incorrect entry of assessed valuation on an assessment roll or on a tax roll which, because of a mistake in transcription, does not conform to the entry for the same parcel which appears on the property record card, field book or other final work product of the assessor, or the final verified statement of the board of assessment review; or

(b) an entry which is a mathematical error present in the computation of a partial exemption; or

(c) an incorrect entry of assessed valuation on an assessment roll or on a tax roll for a parcel which, except for a failure on the part of the assessor to act on a partial exemption, would be eligible for such partial exemption; or

(d) an entry which is a mathematical error present in the computation or extension of the tax; or

(e) an entry on a tax roll which is incorrect by reason of a mistake in the determination or transcription of a special assessment or other charge based on units of service provided by a special district; or

(f) a duplicate entry on an assessment roll or on a tax roll of the description or assessed valuation, or both, of an entire single parcel; or

(g) an entry on an assessment or tax roll which is incorrect by reason of an arithmetical mistake by the assessor appearing on the property record card, field book or other final work product of the assessor; or

(h) an incorrect entry on a tax roll of a relieved school tax or relieved village tax which has been previously paid; or

(i) an entry on a tax roll which is incorrect by reason of a mistake in the transcription of a relieved school tax or relieved village tax; or

(j) an incorrect entry of assessed valuation on an assessment roll or a tax roll due to an assessor's failure to utilize the required assessment method pursuant to section five hundred eighty-one-a of this article in the valuation of qualifying real property.

3. "Error in essential fact" means:

(a) an incorrect entry on the taxable portion of the assessment roll, or the tax roll, or both, of the assessed valuation of an improvement to real property which was destroyed or removed prior to taxable status date for such assessment roll; or

(b) an incorrect entry on the taxable portion of the assessment roll, or the tax roll, or both, of the assessed valuation of an improvement to real property which was not in existence or which was present on a different parcel; or

(c) an incorrect entry of acreage on the taxable portion of the assessment roll, or the tax roll, or both, which acreage was considered by the assessor in the valuation of the parcel and which resulted in an incorrect assessed valuation, where such acreage is shown to be incorrect on a survey submitted by the applicant; or

(d) the omission of the value of an improvement present on real property prior to taxable status date; or

(e) an incorrect entry of a partial exemption on an assessment roll for a parcel which is not eligible for such partial exemption; provided that the exemption has not been renounced pursuant to section four hundred ninety-six of this chapter; or

(f) an entry pursuant to article nineteen of this chapter on an assessment or tax roll which is incorrect by reason of a

*not av.
situation*



misclassification of property which is exclusively used for either residential or non-residential purposes.

4. "Improvement" means real property as defined in paragraph (b) of subdivision twelve of section one hundred two of this chapter, and which has been separately described and valued on the property record card, field book or other final work product of the assessor.

4-a. "Omission" or "omitted real property" means a parcel wholly omitted from the assessment roll or tax roll, taxable real property entered on the roll as wholly exempt real property, or an error in essential fact as defined in paragraph (d) of subdivision three of this section. An omission shall also include taxable real property for which no school district or special district tax was levied because of a failure to include the property within the appropriate taxing district. An "omission" or "omitted real property" shall not include real property assessed pursuant to subdivisions two through five of section five hundred of this article.

5. "Tax levying body" means the governing board of a municipal corporation which annexes a warrant for the collection of taxes to a final assessment roll.

6. "Tax roll" means a final assessment roll upon which taxes have been extended and to which a warrant has been annexed.

7. "Unlawful entry" means:

(a) an entry on the taxable portion of the assessment roll or the tax roll, or both, of the assessed valuation of real property which, except for the provisions of section four hundred ninety of this chapter, is wholly exempt from taxation; or

(b) an entry on an assessment roll or a tax roll, or both, of the assessed valuation of real property which is entirely outside the boundaries of the assessing unit, the school district or the special district in which the real property is designated as being located, but not an entry on an assessment roll or a tax roll, or both, of the assessed valuation of real property assessed pursuant to subdivisions two through five of section five hundred of this article; or

(c) an entry of assessed valuation on an assessment roll or on a tax roll, or both, which has been made by a person or body without the authority to make such entry; or

(d) an entry of assessed valuation of state land subject to taxation on an assessment roll or on a tax roll, or both, which exceeds the assessment of such land approved by the commissioner; or

(e) an entry of assessed valuation of a special franchise on an assessment roll or on a tax roll, or both, which exceeds the final assessment thereof as determined by the commissioner pursuant to subdivision one of section six hundred six of this chapter, or the full value of that special franchise as determined by the commissioner pursuant to subdivision two of section six hundred six of this chapter adjusted by the final state equalization rate established by the commissioner for the assessment roll upon which that value appears.



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

-----X
In the Matter of

SMALL CLAIMS ASSESSMENT REVIEW

STIPULATION OF SETTLEMENT

Kevin & Genevieve Farrell
PETITIONER(S),

VS.

FILING #

SECTION 47 BLOCK 3 LOT 102

Town of Southeast
TAX ASSESSING MUNICIPALITY
-----X

IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN THE ABOVE NAMED PETITIONER(S) AND TAX ASSESSING MUNICIPALITY, THAT THE 2019 ASSESSMENT ON THE ABOVE REFERENCED TAX PARCEL BE *REDUCED FROM*

\$ 1,000,000 TO \$ 925,000,

FOR A REDUCTION OF \$ 75,000.

IT IS FURTHER STIPULATED AND AGREED that the municipal officer having custody of the assessment rolls shall correct the entry in the 2019 Assessment roll to conform to this stipulation. If any taxes were paid, based on the "reduced from" 2019 assessment indicated above, a refund of the taxes paid on the amount of the reduction of the above-mentioned assessment will be made to the petitioner(s).

IT IS FURTHER AGREED that this stipulation represents full settlement on this small claims assessment review proceeding, and that no costs or allowances shall be awarded or paid to, by, or against any of the parties.

DATED: August 6, 2019



AUTHORIZED
REPRESENTATIVE

SO ORDERED:

JUDICIAL HEARING OFFICER

ASSESSOR, Laurie Bell

TOWN OF SOUTHEAST - TOWN & COUNTY 2020

FISCAL YEAR: 1/1/2020 to 12/31/2020	WARRANT DATE: 12/18/2019	STATE AID: TWN 45,000
-------------------------------------	--------------------------	-----------------------

MAKE CHECKS PAYABLE TO:

AnnMarie Milano, Tax Receiver

TOWN OF SOUTHEAST

1360 RT 22

BREWSTER, NY 10509

BANK

BILL

2425

TAX MAP NUMBER

373089 47.-3-102

TO PAY IN PERSON:

Southeast Town Hall

1360 Route 22, Brewster, NY

Mon-Fri, 9:00AM to 4:30PM

Open til 7PM on 1/31/2025

PROPERTY INFORMATION:

ACCOUNT#:

DIMENSION: 3.81 Acres

ROLL SECTION: 1 CLASS: 210 - 1 Family Res

LOCATION: 65 Indian Wells Rd

MUNICIPALITY: Southeast

SCHOOL: 373001 Brewster Central

FULL MARKET VALUE: As of 7/1/18 1,000,000

UNIFORM % OF VALUE: 100.00

LAND ASSESSMENT: 137,800

TOTAL ASSESSMENT: 1,000,000

PROPERTY OWNER:

FARRELL KEVIN

FARRELL GENEVIEVE

65 INDIAN WELLS RD

BREWSTER, NY 10509

EXEMPTION	VALUE	FULL VALUE	TAX PURPOSE
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APPLY FOR THIRD PARTY NOTIFICATION BY: 11/15/20

PROPERTY TAX PAYERS BILL OF RIGHTS:

If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and to inquire about exemptions. Any reduction in assessment will NOT be reflected on this bill. The filing date for this assessment has passed.

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR LEVY	TAXABLE VALUE OR UNITS	RATE	TAX AMOUNT
----HOMESTEAD					
COUNTY TAX	44,614,208	2.8	1,000,000.00	3.09445000	3,094.45
TOWN TAX	6,626,441	-2.0	1,000,000.00	1.94993400	1,949.93
BREWSTER LIBRARY	436,978	16.0	1,000,000.00	0.14861000	148.61
----NON-CLASSIFIED					
BREWSTER FIRE	1,641,997	2.0	1,000,000.00	0.54914900	549.15
SE REFUSE FEE	0	0.0	1.00	334.79800000	334.80

COLLECTION IS CLOSED

TOWN OF SOUTHEAST - TOWN & COUNTY 2020

MUNICIPALITY: Southeast
SCHOOL: 373001 BREWSTER CENTRAL
LOCATION: 65 INDIAN WELLS RD

RECEIVER'S STUB

BILL NUMBER: 2425

Tax Map: 373089 47.-3-102

BANK:

Farrell Kevin
Farrell Genevieve
65 Indian Wells Rd
Brewster, NY 10509

Please consult the payment schedule above for any additional penalty you may owe. Please write your Bill Number on your check.

TOTAL BASE TAX:

\$6,076.94

AMOUNT ENCLOSED:

\$

RECEIVER STUB MUST BE RETURNED WITH PAYMENT

Printed On: 04/15/2025 At: 01:41:03 PM

☐ CHECK THIS BOX TO REQUEST A RECEIPT

TOWN OF SOUTHEAST - TOWN & COUNTY 2020

Receipt

FISCAL YEAR: 1/1/2020 to 12/31/2020		WARRANT DATE: 12/18/2019		STATE AID: TWN 45,000																					
MAKE CHECKS PAYABLE TO: AnnMarie Milano, Tax Receiver TOWN OF SOUTHEAST 1360 RT 22 BREWSTER, NY 10509			BANK TO PAY IN PERSON: Southeast Town Hall 1360 Route 22, Brewster, NY Mon-Fri, 9:00AM to 4:30PM Open til 7PM on 1/31/2025	BILL 2425	TAX MAP NUMBER 373089 47.-3-102																				
PROPERTY OWNER: FARRELL KEVIN FARRELL GENEVIEVE 65 INDIAN WELLS RD BREWSTER, NY 10509			PROPERTY INFORMATION: ACCOUNT#: _____ DIMENSION: 3.81 Acres ROLL SECTION: 1 CLASS: 210 - 1 Family Res LOCATION: 65 Indian Wells Rd MUNICIPALITY: Southeast SCHOOL: 373001 Brewster Central FULL MARKET VALUE: 1,000,000 UNIFORM % OF VALUE: 100.00 LAND ASSESSMENT: 137,800 TOTAL ASSESSMENT: 1,000,000																						
			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>EXEMPTION</th> <th>VALUE</th> <th>FULL VALUE</th> <th>TAX PURPOSE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>			EXEMPTION	VALUE	FULL VALUE	TAX PURPOSE																
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----NON-CLASSIFIED					
BREWSTER FIRE	1,641,997	2.0	1,000,000.00	0.54914900	549.15
SE REFUSE FEE	0	0.0	1.00	334.79800000	334.80

RECEIPT:

Received: 01/29/2020			
Full Tax Payment	Individual	Receipt #: 20408	via Counter from: Farrell Kevin
Tax Amount	\$6,076.94	Cred. Card # 07508Z	\$6,076.94
Total Paid: \$6,076.94			

PAID IN FULL

Other Business
7a

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

APPROVAL – SEQR - AGRICULTURAL DISTRICT

WHEREAS, the Department of Agriculture and Markets as Lead Agency for the Agricultural Districts Program has conducted a programmatic review of the environmental effects of Agricultural Districts and has concluded that there is little likelihood of significant adverse environmental impact resulting from the formation or modification of such districts; and

WHEREAS, it is the responsibility of the County to review the site-specific proposals under consideration to determine if unique circumstances exist which increase the likelihood of environmental significance; and

WHEREAS, the Department of Agriculture and Markets recommends that the County Legislative body serve as the Lead Agency to insure compliance with the requirement of the State Environmental Quality Review Act as it is the only other agency required to undertake an action except for the Department of Agriculture and Markets; now therefore be it

RESOLVED, that the Putnam County Legislature declares itself to be the lead agency to insure compliance with the requirements of the State Environmental Quality Review Act; and be it further

RESOLVED, that the Putnam County Legislature, as Lead Agency, hereby determines that the site-specific parcels contained in the proposed Agriculture District modifications will not have a significant adverse effect on the environment and that a Draft Environmental Impact Statement will not be prepared; and be it further

RESOLVED, that the Putnam County Legislature, as lead agency, hereby accepts and adopts the Negative Declaration prepared in connection with the proposed Agriculture District modifications, a copy of which is annexed hereto and made a part hereof.

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

**State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Putnam County Legislature, acting as Lead Agency, has determined that the proposed action described below will not have a significant environmental impact and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Agricultural District Modifications

SEQRA Status: Type I
 X Unlisted Action

Conditioned Negative Declaration: Yes
 X No

Coordinated Review: X Yes
 No

Description of Action: The Putnam County Legislature is conducting a programmatic review of the environmental effects of the proposed Agricultural District modifications that would add parcels into the Putnam County Agricultural District including Parcel 15.-1-46: 68.04 acres; Parcel 15.-1-49: 43.41 acres; and Parcel 15.-1-48: 0.45 acres for a Total Area of 111.90 acres.

Location: The proposed parcels are located in the Town of Patterson, County of Putnam, New York.

Reasons Supporting This Determination: The Putnam County Legislature has compared the proposed action with the Criteria for Determining Significance in 6 NYCRR 617.7 (c), and found that:

- 1.) The proposed action will not result in a substantial adverse change in the existing air quality, traffic or noise levels, or subsurface water quality or quantity, or a substantial increase in solid waste production.

The proposed project is not expected to result in in vehicle trips to the project site. It is not expected to result in any adverse air quality, noise or traffic impacts, or to result in any changes to the site's subsurface water quality or quantity or result in any solid waste production.

- 2.) The proposed action will not result in the removal; or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or

migratory fish or wildlife species; impact a significant habitat area; result in substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such species; and will not result in other significant adverse impacts to natural resources.

The proposed project is not expected to result in any significant adverse impacts to natural resources.

- 3.) The proposed action will not result in the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to 6NYCRR Part 617.14(g).

No construction will occur as a result of the proposed action; therefore, no impacts will occur.

- 4.) The proposed action will not result in a material conflict with the Town's officially approved or adopted plans or goals.

The proposed action is compliant with the Town of Patterson's Comprehensive Plan and zoning requirements.

- 5.) The proposed project will not result in the impairment of the character or quality of important historical, archaeological, architectural, aesthetic resources, or the existing character of the community or neighborhood.

The proposed project is not expected to result in adverse archeological or historic impacts.

- 6.) The proposed action will not result in a major change in the use of either the quantity or type of energy.

The proposed project will not require any energy usage.

- 7.) The proposed project will not create a hazard to human health.

The proposed project will not result in any adverse impacts to human health.

- 8.) The proposed action will not create a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses.

The proposed project will not result in any adverse impacts to open space or recreational resources.

- 9.) The proposed action will not encourage or attract a large number of people to a place or place for more than a few days, compared to the number of people who would come to such place absent the action.

The proposed project will not result in any additional people on site.

- 10.) The proposed action will not create a material demand for other actions that would result in one of the above consequences.

The proposed project will not result in any additional material demand.

- 11.) The proposed action will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment.

The proposed project will not result in any adverse impacts to the environment.

- 12.) When analyzed with two or more related action, the proposed action will not have a significant impact on the environment and when considered cumulatively, will not meet one or more of the criteria under 6 NYCRR 617.7(c).

The proposed project will not result in any adverse impacts to the environment.

- 13.) The Putnam County Legislature has considered reasonably related long-term, short-term, direct and indirect cumulative impacts, including simultaneous or subsequent actions.

The proposed project will not result in any long-term, short-term, direct or indirect cumulative impacts.

New York State
Department of Agriculture and Markets

ENVIRONMENTAL ASSESSMENT FORM

Part I

1. The proposed action is located in the County of Putnam and the Town (s) of Patterson.
2. The agency responsible for preparing this Environmental Assessment Form and determining environmental significance is the County Legislative Body of Putnam County.
3. The name and address for the Clerk of the above names County is Michael Bartolotti, County Clerk,
40 Gleneida Avenue Suite 100, Carmel, NY 10512.
4. Is this an application for the formation of a new agricultural district? ☐ Yes ☒ No If yes, what is the total number of acres to be included in this district? _____ acres
5. Is this an application to modify an existing district? ☒ Yes ☐ No If yes, what is the total number of acres comprising the district as it exists prior to modification? 5120.67 acres
6. If this application involves a modification, will such modification result in a change in the size of the district?
☒ Yes ☐ No If yes, how many acres are involved in the change? 111.9 acres Does this represent an
☒ increase or a ☐ decrease? (Check one)
7. Is there a public controversy related to this district proposal? ☒ Yes ☐ No If yes, describe in space below:

The subject parcels were part of *Honovich v. Putnam County*, where the Court found error with the County's reliance on outdated soil provisions in its criteria for evaluating applications during its 2024 annual review of requests for inclusion into the County's Agricultural District.

PART II

The Department of Agriculture and Markets, as lead agency for the Agricultural Districts Program, has conducted a programmatic review of the environmental effects of agricultural districting and has concluded that there is little likelihood of significant adverse environmental impact resulting from the formation or modification of such district. It is, however, the responsibility of the agency preparing this form to review the site-specific proposal under consideration to determine if unique circumstances exist which increase the likelihood of environmental significance. If any such circumstances exist, please describe them in the space provided below and explain how the resulting impact will be mitigated. (Refer to the criteria contained in 6NYCRR §617.11 for aid in determining the likelihood of significance and whether or not it is material, substantial, large or important.)

PART III

Please indicate desire for lead agency status by checking the appropriate box below:

☒ Since the proposed action will be undertaken by this County Legislative Body and since any adverse environmental impacts will be primarily of local significance, it is hereby recommended that this County Legislative Body serve as lead agency to ensure compliance with the requirements of the State Environmental Quality Review Act. It has been determined that the only other agency required to undertake an action in this case is the Department of Agriculture and Markets.

☐ The County Legislative Body does not choose to nominate itself to serve as lead agency.

PART IV

The County Legislative Body of Putnam County has determined that: (check one)

☒ The proposed action will not have a significant adverse environmental impact and therefore an Environmental Impact Statement will not be required.

☐ Although unique circumstances beyond those anticipated by the Department of Agriculture and Markets in its programmatic environmental assessment will result from the proposed action, it has been determined that the proposed action will not have a significant adverse environmental impact.

☐ Due to unique circumstances detailed in Part II, significant environmental impact will result from the proposed action. Therefore, an Environmental Impact Statement will be required and will be prepared or approved by this County Legislative Body prior to the undertaking of any action.

This Environmental Assessment Form was prepared for the County of Putnam by
Department of Planning (agency).

I AFFIRM AND CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Name of Person
Authorized to Sign: Barbara Barosa Date: 5/29/25
Signature: Barbara Barosa Title: Commissioner

Other Business

#7b

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL – AMENDMENT - INCLUSION OF PARCELS IN PUTNAM COUNTY
AGRICULTURAL DISTRICT – RIDGE RANCH**

WHEREAS, by Resolution #110 of 2025, the Putnam County Legislature approved a resolution including certain parcels for inclusion in the Agricultural District in the County of Putnam; and

WHEREAS, that resolution contains a ministerial error listing the incorrect acreage of the parcels to be included; and

WHEREAS, the corrected acreage for Ridge Ranch (Daniel Honovich) for inclusion of the following parcels is as follows:

Town of Patterson:

Ridge Ranch (Daniel Honovich) - Tax Map #15.-1-46 (68.04 acres) Tax Map #15.-1-49 (43.41 acres) Tax Map #15.1-48 (.45 acres) Total Acreage: 111.9

NOW THEREFORE, the Putnam County Legislature resolves as follows:

RESOLVED, that the Putnam County Legislature hereby amends Resolution #110 of 2025 to include in the Putnam County Agricultural District the following Tax Map identified parcels:

Town of Patterson:

Ridge Ranch (Daniel Honovich) - Tax Map #15.-1-46 (68.04 acres) Tax Map #15.-1-49 (43.41 acres) Tax Map #15.1-48 (.45 acres) Total Acreage: 111.9

For a total of 111.9.52 acres

and be it further

RESOLVED, that this amendment shall be effective *nunc pro tunc* from the date of the original resolution.

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

PUTNAM COUNTY LEGISLATURE

Resolution #110

Introduced by Legislator: Amy Sayegh at the Special Meeting held on April 28, 2025

Seconded by Legislator: Erin Crowley, Greg Ellner, and Nancy Montgomery

page 1

APPROVAL/ INCLUSION OF PARCELS IN PUTNAM COUNTY AGRICULTURAL DISTRICT

WHEREAS, by Resolution #81 of 2003, the Putnam County Legislature created an Agricultural District in the County of Putnam; and

WHEREAS, by Resolution #193 of 2011, after the 8th year anniversary of the formation of the district, the Putnam County Legislature modified said Putnam County Agricultural District #1, and

WHEREAS, by Resolution #244 of 2003, the Putnam County Legislature established the month of November in which a landowner may request inclusion in the Putnam County Agricultural District; and

WHEREAS, by Resolution #154 of 2015, the Putnam County Legislature changed the annual thirty-day inclusion request period, from the month of November to April 1st through April 30th, commencing in the year 2016 and each year thereafter; and

WHEREAS, November 19, 2019 marked the second 8-Year Anniversary of the formation of this district requiring the Putnam County Legislature to review this district and either continue, terminate or modify the district created; and

WHEREAS, by Resolution #204 of 2019, the Putnam County Legislature determined that the Putnam County Agricultural District No. 1 remained the same in accordance with the recommendations of the Putnam County Agriculture and Farmland Protection Board to consist of 157 parcels with a total acreage of 5,113.9 acres; and

WHEREAS, by Resolution #189 of 2024, the Putnam County Legislature determined that the Putnam County Agricultural District No. 1 remained the same in accordance with the recommendations of the Putnam County Agriculture and Farmland Protection Board to consist of 157 parcels with a total acreage of 5,113.9 acres; and

WHEREAS, included in the applications presented to the Putnam County Legislature in 2024 to modify the existing Agricultural District in the County of Putnam was a request to include the following parcels in the District:

Town of Patterson:

Ridge Ranch (Daniel Honovich) - Tax Map #15.-1-46 (68.04 acres) Tax Map #15.-1-49 (45.03 acres) Tax Map #15.1-48 (.45 acres) Total Acreage: 113.52

WHEREAS, by decision and order of Hon. Victor G. Grossman, dated April 16, 2025, the Putnam County Legislature was directed to reconsider Petitioner's application pursuant to Agriculture and Markets Law §303-b, consistent with the decision, order, and judgment; and

State of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on April 28, 2025.

Dated: April 29, 2025

Signed: _____

Diane Schonfeld
Clerk of the Legislature of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #110

Introduced by Legislator: Amy Sayegh at the Special Meeting held on April 28, 2025

Seconded by Legislator: Erin Crowley, Greg Ellner, and Nancy Montgomery

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WHEREAS, pursuant to Article 25 AA of the Agriculture and Market Law, section 303-b, a public hearing on the request was conducted by the Putnam County Legislature on August 6, 2024; and

WHEREAS, the Putnam County Legislature has considered, consistent with the above-mentioned decision, order, and judgment of the court, the comments of the speakers at the public hearing, the previous recommendation of the Putnam County Agricultural and Farmland Protection Board, and the various letters submitted in connection with the inclusion of these parcels in the modification of the Agricultural District; now therefore be it

RESOLVED, the Putnam County Legislature hereby includes in the Putnam County Agricultural District the following Tax Map identified parcels:

Town of Patterson:

Ridge Ranch (Daniel Honovich) - Tax Map #15.-1-46 (68.04 acres) Tax Map #15.-1-49 (45.03 acres) Tax Map #15.1-48 (.45 acres) Total Acreage: 113.52

For a total of 113.52 acres

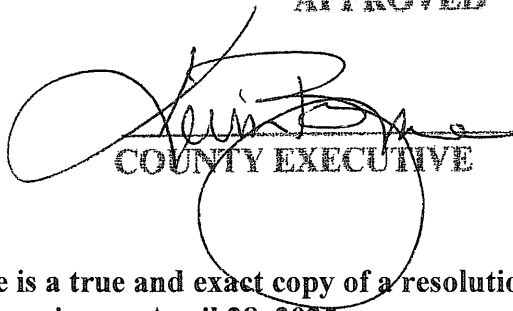
BY ROLL CALL VOTE: EIGHT AYES. LEGISLATOR JONKE WAS ABSENT.
MOTION CARRIES.

State of New York

ss:

County of Putnam

APPROVED

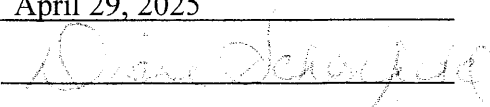

COUNTY EXECUTIVE

5/9/25
DATE

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on April 28, 2025.

Dated: April 29, 2025

Signed:


Diane Schonfeld
Clerk of the Legislature of Putnam County

Other Business
7C

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**SUPPORTING THE ADOPTION OF SENATE BILL S.1183 & ASSEMBLY BILL A.74 BY
THE NEW YORK STATE LEGISLATURE TO ESTABLISH A REAL PROPERTY TAX
EXEMPTION FOR VETERANS WHO HAVE A ONE HUNDRED PERCENT SERVICE-
CONNECTED DISABILITY**

**WHEREAS, Veterans in Putnam County and throughout New York State
struggle every day to make ends meet largely due in part to high property taxes;
and**

**WHEREAS, disabilities suffered while serving can leave Veterans unable to
work and provide for their families, having sacrificed their health, emotionally,
mentally and physically to protect our Country; and**

**WHEREAS, these Veterans have earned this tax relief to reduce their
financial strain, and they deserve to be able to live a comfortable life without any
further challenges; and**

**WHEREAS, the Putnam County Legislature finds that the bills that have been
introduced in both the Senate and Assembly will help eliminate some of the
financial burden from the Veterans; now therefore be it**

**RESOLVED, that the Putnam County Legislature hereby supports and urges
the adoption of Senate Bill S.1183 and Assembly Bill A.74 amending the real
property tax law in relation to establishing a real property tax exemption for
veterans who have a one hundred percent service-connected disability; and be it
further**

**RESOLVED, that the Clerk of the Legislature is hereby directed to forward
copies of this Resolution to Governor Kathy Hochul, Senate Majority Leader Andrea
Stewart-Cousins, Assembly Speaker Carl E. Heastie, Senator Peter Harckham,
Senator Rob Rolison, Assemblywoman Dana Levenberg, Assemblyman Matthew
Slater, and the New York State Association of Counties.**

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

NEW YORK STATE ASSEMBLY
MEMORANDUM IN SUPPORT OF LEGISLATION
submitted in accordance with Assembly Rule III, Sec 1(f)

BILL NUMBER: A74A

SPONSOR: Pheffer Amato

TITLE OF BILL:

An act to amend the real property tax law, in relation to establishing a real property tax exemption for veterans who have a one hundred percent service connected disability

PURPOSE OR GENERAL IDEA OF BILL:

To establish a real property tax exemption for veterans with a 100 percent service connected disability.

SUMMARY OF PROVISIONS:

Section 1 amends the real property tax law by adding a new subdivision 11 to Section 458-a of the real property tax law to allow for a county, city, town, village or school district to implement a resolution or law to provide a full tax exemption to certain disabled Veterans.

Section 2 sets the effective date.

JUSTIFICATION:

Disabilities that are obtained while serving can leave veterans unable to work and provide for their families. Veterans with a one hundred percent service connected disability deserve to have their financial strain lowered. This tax exemption is necessary to increase the quality of life for those who sacrificed their lives to protect our country.

PRIOR LEGISLATIVE HISTORY:

New bill.

FISCAL IMPLICATIONS FOR STATE AND LOCAL GOVERNMENTS:

To be determined.

EFFECTIVE DATE:

This act shall take effect immediately.

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