### 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* 



Dist. 1
Dist. 2
Dist. 3
Dist. 4
Dist. 5
Dist. 6
Dist. 7
Dist. 8
Dist. 9

# AGENDA RULES, ENACTMENTS & INTERGOVERNMENTAL RELATIONS COMMITTEE TO BE HELD IN ROOM #318 PUTNAM COUNTY OFFICE BUILDING CARMEL, NEW YORK 10512

Members: Chairman Birmingham and Legislators Ellner & Gouldman

Monday 6:30pm June 16, 2025

- 1. Pledge of Allegiance
- 2. Roll Call
- 3. Chairman's Verbal Report
- 4. Acceptance of Minutes February 19, 2025
- 5. Approval Putnam Arts Council Funding Recommendations 2025 Arts Link Community Regrant Program
- 6. Approval Proposal from County Executive Byrne Local Law to Amend Chapter 220, Article X, Entitled "Exemption for Qualified Members of Volunteer Fire Departments and Ambulance Corps"
- 7. Approval Fund Transfer 25T151 Board of Elections Clear Ballot BDF Creation
- 8. Approval Fund Transfer 25T166 Board of Elections Pro-rated Tenex License/Support
- 9. Approval Budgetary Amendment 25A051 Finance Funding for Putnam County SPCA to be Recouped via NYS SAM (State and Municipalities) Grant
- 10.FYI Litigation Report
- 11. Other Business
- 12. Adjournment

#4

## RULES, ENACTMENTS & INTERGOVERNMENTAL RELATIONS COMMITTEE HELD IN ROOM #318 PUTNAM COUNTY OFFICE BUILDING CARMEL, NEW YORK 10512

Members: Chairman Birmingham and Legislators Ellner & Gouldman

Wednesday 7:00pm February 19, 2025

The meeting was called to order at 7:00pm by Chairman Birmingham who requested Legislator Gouldman lead in the Pledge of Allegiance. Upon roll call Legislator Gouldman and Chairman Birmingham were present. Legislator Ellner was absent. Chairman Birmingham stated Legislative Chairwoman Amy Sayegh appointed Legislator Jonke to sit on the Committee in Legislator Ellner's absence.

### Item #3 - Chairman's Verbal Report

Chairman Birmingham stated he had a productive meeting last week with the County Law Department to go over some prospective items related to the Legislative Manual.

Chairman Birmingham made a motion to waive the rules and accept all additional and other business items; Seconded by Legislator Jonke. All in favor.

### Item #4 - Acceptance of Minutes - October 8, 2024 Special Rules Meeting

The minutes were accepted as submitted.

### Item #5 – Discussion – CAREERS Support Solutions Funding – Executive Director Cornish-Lauria

Executive Director of CAREERS Support Solutions Tina Cornish-Lauria provided copies of her letter and a brochure about the organization.

Legislator Jonke made a motion to waive the rules and accept the additional; Seconded by Chairman Birmingham. All in favor.

Executive Director Cornish-Lauria stated CAREERS Support Solutions (CAREERS) has been operating in Putnam County for 36 years. She stated it was not until 2023 that they were provided with \$15,000 in County funding and the same was allocated in 2024. She stated their request was for \$30,000. She stated CAREERS works with about 100 clients with disabilities, most of whom have a mental impairment, who reside in Putnam County. She stated their annual budget is about \$300,000 and is all collected through fundraising efforts, however prior to COVID their budget was about \$190,000 which is why she is seeking additional funding from the County. She stated the \$15,000 in County funding breaks down to about \$12.50 per client per month and is used toward helping clients with job skills, placing them in jobs, finding paid internships for students, providing job support, etc. She stated without this funding CAREERS would not be able

to sustain the level of support they provide. She stated she is requesting an additional \$15,000 to meet their original \$30,000 request. She stated they have a great, loyal staff with little turnover.

Chairman Birmingham thanked Executive Director Cornish-Lauria. She stated CAREERS is a contract agency with the County, which allows the County to fulfill some of its mandates. He drew the Committee's attention to the additional for items #5 and #6 which show the contract agencies the County works with and which have been historically funded, which are new, and which requested County funding but were denied by the Administration. He stated most outside agencies were provided funding lower than they requested; there is a variance of about \$144,000. He stated the Administration placed \$75,000 (now \$71,000) in subcontingency for distribution to the outside agencies by the Legislature. He stated the Legislature is unable to initiate fund transfers except for limited instances, which do not apply here.

Legislator Jonke thanked Executive Director Cornish-Lauria for attending this evening and for the work done by CAREERS within our community. He questioned if any reason was provided by the Administration for denying the requested funding amount.

Executive Director Cornish-Lauria stated no reason was provided.

Legislator Jonke questioned if Executive Director Cornish-Lauria received a form letter regarding the funding placed in subcontingency.

Executive Director Cornish-Lauria stated no, she did not.

Legislator Addonizio stated CAREERS is a wonderful organization. She mentioned the CAREERS thrift store in Carmel.

Executive Director Cornish-Lauria stated the shop is run by volunteers and employs some clients for practical training and retail experience.

Legislator Addonizio requested that Executive Director Cornish-Lauria explain their work with assisting seniors with jobs.

Executive Director Cornish-Lauria stated they received a grant through the Field Hall Foundation which allowed them to work with senior citizens with and without disabilities. She stated they provide help with resumes and applications as well as interview skills. She stated the services provided are very individualized and depends on the needs of the individual. She stated they also have another program, Ambition in Motion (AIM) for lower functioning developmentally disabled individuals. She stated this is a day-hab where the clients are out in the community learning life skills, social skills, budgeting, and everyday tasks. She stated these individuals also receive job training and some are placed in jobs which is a great source of pride because this group of individuals may not otherwise be working due to the limitations they are facing.

Legislator Montgomery thanked Executive Director Cornish-Lauria. She questioned if the grant funding for their work with seniors will run out.

Executive Director Cornish-Lauria stated yes, it has run out. She stated they applied again for the grant but they did not receive it. She stated the grants are available a few times a year so they will keep applying and the program will continue to some degree.

Legislator Montgomery stated these programs are not common which makes it so valuable. She stated there are many services available for young kids with developmental disabilities but the population ages 16+, are falling through the cracks.

Executive Director Cornish-Lauria stated the clients they work with are individuals who may not qualify for other programs.

Legislator Montgomery stated that population also has aging parents which is an important consideration for these individuals who need support. She stated CAREERS is such an important program and she stated her support for their funding request.

Legislator Russo thanked Executive Director Cornish-Lauria for her work. She stated she knows clients of the program and has witnessed their growth.

Legislator Montgomery questioned what the process is from here.

Chairman Birmingham stated the \$71,000 is in subcontingency for distribution to outside agencies. He stated there is also money in contingency. He stated there will have to be discussions to consider how to distribute funding for our outside agencies equitably. He stated the Legislature or the agencies will have to request that the County Executive send the Legislature a fund transfer to provide funding. He stated this should be worked on rather quickly and told Executive Director Cornish-Lauria to stay tuned.

### Item #6 – Discussion – Putnam Arts Council Funding – Executive Director Joyce Picone

Putnam Arts Council Executive Director Joyce Picone stated she is here this evening to request that the \$13,993 be moved out of subcontingency to be used for their regrant program. She stated this funding was included in their original budget request for 2025 and was approved by the County Executive. She stated once it came before the Legislature there was a question about the regrant program, however she has been unable to determine what the question was despite trying.

Chairman Birmingham requested clarification on the \$75,000 in subcontingency and whether it includes the \$13,993 for the Putnam Arts Council or if it is in addition to that funding.

County Auditor Sharkey stated \$75,000 was put into subcontingency for the outside agencies and some was utilized to fund another outside agency. She stated the \$13,993 was moved into subcontingency by the Rules Committee.

Executive Director Picone stated Commissioner Lewis suggested moving that funding into subcontingency when Legislator Ellner raised a question about it. She stated she has attempted to meet with Legislator Ellner to discuss his concerns but has not yet been able to. She explained the process of the regrant program; an independent panel reviews each grant request and makes recommendations which are then sent to the Legislature for consideration and final approval. She stated the grant funding is made up of both County and State funds and 100% of the money goes to these grants, none is kept by the Putnam Arts Council.

Legislator Jonke thanked Executive Director Picone for attending this evening. He stated he has no objection to moving the money out of subcontingency.

Legislator Sayegh confirmed that this money has been put into subcontingency specifically for the Putnam Arts Council.

County Auditor Sharkey stated that is correct, it is included in the \$71,000 total.

Legislator Sayegh clarified that the amount left to be distributed among the other outside agencies is \$57,007 (\$71,000-\$13,993). She stated she is in favor of providing these funds.

Legislator Montgomery stated in 2024 the Putnam Arts Council grants were approved in February, therefore time is of the essence. She stated the organizations that applied are awaiting the decision of the regrant committee.

Executive Director Picone stated the regrant panel is meeting on March 2, 2025. She stated 27 applications were received totaling about \$100,000 in requests. She stated they are not asking for any additional funding this evening, they are just requesting the budgeted amount be moved out of subcontingency for use by the Putnam Arts Council.

Legislator Montgomery spoke about the benefits of the arts.

Legislator Addonizio questioned if this funding could be moved this evening.

Chairman Birmingham stated the Legislature does not have the ability on its own to initiate a fund transfer. He stated the Rules Committee could send a letter to the County Executive asking the Administration to initiate a fund transfer request for this funding to be considered at the March Full Legislative Meeting.

Legislator Jonke stated before any action is taken, he believes Legislator Ellner should be involved in this since he was the one who had a question. He stated he is certainly in favor of reallocating the funding.

Chairman Birmingham recognized the benefit of arts in the community as well as the outside agencies as a whole.

\*This item is continued below.

### Item #7 – Approval – Budgetary Amendment 24A135 – County Attorney – Legal Services (Tabled from 1/27/25 Audit)

Chairman Birmingham stated this was on last month's agenda as well and the Law Department has since provided more information.

First Deputy County Attorney John Cherico stated he, Deputy County Attorney Heather Abissi, and Risk Manager Mat Bruno are present this evening to address issues or respond to questions the Legislature might have with respect to the legal services. He requested that this discussion be had in executive session based on the subject matter.

Legislator Jonke requested clarification on what is being discussed: cases or bills.

First Deputy County Attorney Cherico stated the discussion will be relating to legal services, invoices, and any questions raised in that regard. He stated it is proper to be heard in executive session.

Chairman Birmingham stated there may be questions that are appropriate for open session and he is relying on the Law Department to notify the Legislature if such a question is asked.

Legislator Jonke stated he does not have any questions about legal services, his questions are about the dollar amounts, which he does not believe is necessary to be discussed in executive session.

At 7:35pm Chairman Birmingham made a motion to go into executive session to discuss legal services; Seconded by Legislator Gouldman. All in favor.

Executive Director Picone questioned if another person from the Putnam Arts Council could have an opportunity to speak.

Chairman Birmingham stated that would not be a problem and he will make a motion to come out of executive session.

At 7:36pm Chairman Birmingham made a motion to come out of executive session; Seconded by Legislator Jonke. All in favor.

\*This item is continued below.

### Item #6 – Discussion – Putnam Arts Council Funding – Executive Director Joyce Picone – Continued

Tina Franzetti, bookkeeper for Putnam Arts Council stated Legislator Ellner raised questions in October and 4 months have since passed with no communication. She stated this money was already allocated and all the necessary documentation was

provided. She stated she does not believe it is not right to hold this funding with no communication. She stated the Putnam Arts Council has been in operation for 40 years and has never had an issue. She questioned how they will know they will be able to get in contact with Legislator Ellner.

Chairman Birmingham explained the budget process and how once adopted it cannot be touched until the fiscal year it is for begins. He stated this meeting this evening is the first action meeting for the year.

Ms. Franzetti stated this problem can be easily solved, but for some reason it has not been.

### Item #7 – Approval – Budgetary Amendment 24A135 – County Attorney – Legal Services (Tabled from 1/27/25 Audit) – Continued

At 7:39pm Chairman Birmingham made a motion to go into executive session to discuss legal services; Seconded by Legislator Gouldman. All in favor.

At 8:03pm Chairman Birmingham made a motion to come out of executive session; Seconded by Legislator Jonke. All in favor.

No action was taken.

Legislator Gouldman made a motion to pre-file the necessary resolution; Seconded by Chairman Birmingham. All in favor.

### Item #8 – Approval – Budgetary Amendment 25A006 – Veterans Service Agency – Veterans Peer to Peer Program

Legislator Jonke made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

Chairman Birmingham made a motion to address item #14a at this time; Seconded by Legislator Jonke. All in favor.

### Item #14a – Other Business – Approval/ Authorizing a Moratorium on the Implementation of Certain Provisions of the Legislative Manual

Chairman Birmingham stated he brought forward this resolution which delays the effective date of Rules 31, 32 & 33 of the Legislative Manual until July 1, 2025 and delays the effective date of Section II(B)(5)(c) until October 15, 2025.

Legislator Montgomery questioned why this is being proposed.

Chairman Birmingham stated more time is needed to discuss these changes. He stated Rules #31-#33 generated the most comments from County departments.

Legislator Montgomery stated she hopes the Committee recognizes this and tables the next three (3) items on the agenda to address the long agendas still ahead of us.

Chairman Birmingham made a motion to pre-file the necessary resolution; Seconded by Legislator Jonke. All in favor.

Legislator Gouldman stated there are clearly flaws in the Legislative Manual.

Legislator Gouldman made a motion to adopt the previous Legislative Manual.

Chairman Birmingham stated that is not a motion that is germane right now.

Item #9 – Discussion – Approval/ Rule #31 Legislative Manual Item #10 – Discussion – Approval/ Rule #32 Legislative Manual Item #11 – Discussion – Approval/ Rule #33 Legislative Manual

Chairman Birmingham made a motion to table items #9, #10 & #11; Seconded by Legislator Jonke. All in favor.

### Item #12 - General Discussion of Legislative Manual

Legislator Gouldman stated in his opinion, the changes to the Legislative Manual were not done in the correct way. He stated the changes were pushed through at the Organizational Meeting and now further amendments are being brought forward. He read comments from Conrad Pasquale, who was acting as Legislative Counsel.

Legislator Gouldman made a motion to do away with the changes made at the Organizational Meeting and use the 2024 version of the Legislative Manual. There was no second.

Chairman Birmingham stated Rules #31-#33 were the most controversial and were just tabled to give us that time.

Legislator Gouldman stated he does not agree with the changes to Section II(B)(5)(a), which speaks to Legislative meetings being held in the Historic Courthouse. He stated mandating that meetings be held in one place does a disservice to the residents of Putnam County. He stated it is valuable to hold meetings throughout the County because it encourages people to get involved. He stated he would also like to speak to Section II(B)(5)(c). He stated he has had the opportunity to attend many State of the County addresses including Manhattan, Queens, Bronx, Westchester, and Putnam County. He stated during those State of the Counties the County Executive has always stood at a podium. She stated the previous Putnam County Executive would wear a headset and move around the room. He stated requiring the County Executive to sit in a chair is micromanaging them and questioned what would happen if they stood up.

Chairman Birmingham stated Section II(B)(5)(c) was one that a moratorium was placed on through October 15, 2025. He stated he recently spoke to the County Executive

about this and the reason the moratorium on this is longer than the others is so it does not apply to the budget address in the beginning of October. He stated when he was previously a Legislator he appreciated when the County Executive would sit at the table with the Legislature as it gave a sense of collegiality and equality among the branches. He stated with that moratorium in place, it allows these discussions to take place before anything goes into effect.

Legislator Montgomery stated her concerns about ADA requirements in relation to requiring someone to sit or stand during a meeting. She stated restricting the meetings to the Historic Courthouse is unfortunate and seems archaic. She stated we have the technology and resources to bring government to the people. She stated Section II(B)(5)(c) should be removed.

Item #13 – FYI – Litigation Report – Duly Noted

### Item #14b – Other Business – Approval – Amendment of Legislative Manual – Public Comment During Committee Meetings Prior to Taking a Vote

Legislator Crowley stated she brought this resolution forward and proceeded to read it into the record. She stated a period for public comment would be designated prior to votes being taken in a committee meeting. She stated Putnam County is one of the few municipalities that does not have this. She stated she would like to ensure this is codified and provide the public full transparency and a place to speak.

Chairman Birmingham made a motion to pre-file the necessary resolution; Seconded by Legislator Jonke.

Chairman Birmingham opened the floor for discussion on this item.

Legislator Jonke questioned how this proposal differs than what is already being done in committee meetings.

Legislator Crowley stated each chairperson runs the committee meetings differently. She stated this would ensure the Legislature is always being fully transparent. She stated since it is already being done, there should be no issue with codifying it.

Legislator Gouldman agreed with Legislator Crowley.

Legislator Sayegh stated as a chairperson, she has always asked for public input prior to asking for a committee vote. She stated this is already being done, but can certainly be codified as well.

Legislator Montgomery stated her support for putting this in the Legislative Manual. She stated there could be a chairperson who denies the public the opportunity to speak. She requested that the resolution be amended to include both committee meetings and Full Legislative meetings.

Legislator Sayegh stated there is a distinction between a work session, which would be a Legislative committee meeting, and voting meetings. She stated the committee meetings are where the work is done and information is gathered so by the Full Legislative Meeting, the Legislators are prepared to vote. She stated members of the public are welcome to submit comments and ask questions up until the Full Legislative Meeting.

Legislator Gouldman stated there are instances where items do not go to committee, therefore there is no opportunity for the public to speak to it. He stated for example, the changes to the Legislative Manual went right to the Organizational Meeting, not a committee meeting.

Legislator Gouldman made a motion to amend the resolution to add Full Legislative Meetings. There was no second.

Brett Yarris, resident of Carmel, stated he respects the idea that this is a general practice, however it is concerning that it is at the whim of the chairperson. He stated codifying this preserves the right of the public to have the opportunity to speak and give their opinion before votes are taken. He stated he would appreciate knowing that he will have the chance to be heard when attending a meeting.

Chairman Birmingham stated his support for this proposal.

Chairman Birmingham made a motion to pre-file the necessary resolution; Seconded by Legislator Jonke. By roll call vote: all ayes. Motion carries.

### Item #14c – Other Business – Approval – Amendment of Legislative Manual – Livestreaming Legislative Sessions and Public Meetings

Legislator Crowley stated she brought this resolution forward and proceeded to read it into the record. She requested the following amendments to the proposed resolution:

- Change all mentions of "legislative sessions and public meetings" to "legislative sessions, public meetings, and public hearings".
- In Rule 34(A)(1) remove "social media channels (e.g. Facebook, YouTube or a public access channel" and add "or YouTube".
- In Rule 34(B)(1) change "of significant public interest" to "and public hearings".

Chairman Birmingham made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman.

Chairman Birmingham stated when he was a freshman Legislator in 2004 he put the County Legislative minutes on his own personal website, which some of his colleagues did not agree with saying they were the Legislature's minutes. He stated the Legislature has come a long way and this is another step in that direction.

Legislator Jonke questioned if Legislator Crowley checked with IT/GIS Director Thomas Lannon about livestreaming from the Historic Courthouse.

Legislator Crowley stated yes, she did.

Legislator Jonke stated when he was Chair of the Legislature he worked on this as well and there were issues streaming from the Courthouse. He agreed that it has taken quite a long time.

Legislator Sayegh stated she also contacted Director Lannon as Chair of the Legislature to inquire about the process and cost of getting the Full Legislative Meetings livestreamed. He stated the February Full Legislative Meeting was livestreamed as a test and it went well.

Legislator Jonke stated when the camera was installed in the Legislative Meeting room they had to be tested for the quality of the video and audio to see what needed to be tweaked or if any other equipment was needed. He stated the livestream was then tested over a couple months without being published to ensure that it worked well. He stated it is moving forward albeit slowly.

Legislator Montgomery stated she made requests for livestreaming dating back to 2020 and multiple times since. She stated the technology is not that difficult.

Legislator Crowley stated Legislator Ellner initiated the purchase of new microphones which will enhance the audio for the meetings and recording.

Chairman Birmingham made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

### Item #15 - Adjournment

There being no further business at 8:41pm, Chairman Birmingham made a motion to adjourn; Seconded by Legislator Jonke. All in favor.

Respectfully submitted by Administrative Assistant Beth Robinson.

### 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. Crowlev	Dist. 9

## AGENDA RULES, ENACTMENTS & INTERGOVERNMENTAL RELATIONS COMMITTEE TO BE HELD IN ROOM #318 PUTNAM COUNTY OFFICE BUILDING CARMEL, NEW YORK 10512

Members: Chairman Birmingham and Legislators Ellner & Gouldman

Wednesday February 19, 2025 7:00 P.M.

- 1. Pledge of Allegiance
- 2. Roll Call
- 3. Chairman's Verbal Report
- 4. Acceptance of Minutes October 8, 2024 Special Rules Meeting
- 5. Discussion/ CAREERS Support Solutions Funding/ Executive Director Cornish-Lauria
- 6. Discussion/ Putnam Arts Council Funding/ Executive Director Joyce Picone
- 7. Approval/ Budgetary Amendment 24A135/ County Attorney/ Legal Services (Tabled from 1/27/25 Audit)
- 8. Approval/ Budgetary Amendment 25A006/ Veterans Service Agency/ Veterans Peer to Peer Program
- 9. Discussion/ Approval/ Rule #31 Legislative Manual
- 10. Discussion/ Approval/ Rule #32 Legislative Manual
- 11. Discussion/ Approval/ Rule #33 Legislative Manual

- 12. General Discussion of Legislative Manual
- 13.FYI/ Litigation Report
- 14. Other Business
- 15. Adjournment



### **APPROVAL – PUTNAM ARTS COUNCIL GRANTS FOR 2025**

WHEREAS, on May 30, 2025, the Putnam Arts Council reported to the Putnam County Legislature their recommendations for distribution of the 2025 Arts Link Community Regrant Program (formerly Putnam Arts Fund) totaling \$13,993; now therefore be it

RESOLVED, that the Putnam County Legislature accepts and approves the recommendation of the Putnam Arts Council dated May 30, 2025, distribution of \$13,993 for the 2025 Arts Link Community Regrant Program for the first round of applications pursuant to the attached list.

ce jules ges



### Putnam Arts Council at the Belle Levine Art Center 521 Kennicut Hill Road, Mahopac, NY 10541

To: Diane Schonfeld for the Putnam County Legislature

From: Putnam Arts Council

Date: May 30, 2025

Re: Funding Recommendations for 2025 Arts Link Community Regrant Program (formerly Putnam

Arts Fund)

The Putnam Arts Council independent Grant Review Panel determined funding award recommendations for the 2025 Arts Link Community Arts Program (formerly the Putnam Arts Fund) at a meeting held on March 2, 2025. These funding recommendations are submitted for approval to the Putnam County Legislature (see separate listing of funding recommendations). The Putnam Arts Council administers the community re-grant program supported with public funds from Putnam County and with public funds from the New York State Council on the Arts with support from the NYS Office of the Governor and the NYS Legislature. The Arts Link Program is essential to the continued growth of the arts county-wide and to our ability to foster quality arts programs for the enrichment of our residents and to encourage cultural tourism for the economic benefit of the County.

#### Separately, I have provided:

- An Arts Link Community Regrant Program Overview
- A list of Regrant Review panelists for 2025
- A list of the grant review panel's funding recommendations for project support with Putnam County's \$13,993 contribution to the Program

It is our hope that you will be able to approve their recommendations at the next Rules & Enactments and Intergovernmental Relations Committee meeting followed by a review of the full Legislature. I am available for any questions that may arise.

Joyce

Joyce Picone President and Executive Director

Putnam Arts Council Mahopac, NY 10541 t 845-803-8622 cell 845-216-0636 joyce@putnamartscouncil.com www.putnamartscouncil.com

### Arts Link Community Grant Program 2025 Overview

The Putnam Arts Council serves as a Putnam County Outside Agency, contracted to manage and monitor a Community Regrant Program. The Program, called the *Arts Link Community Regrant Program*, is comprised of both County and State dollars and is intended to support quality arts projects that are open to the public and happen throughout Putnam County. The program supports projects that enrich the lives of County residents, expand opportunities for artists and arts organizations and develop audiences for the arts. The Program also connects artists with their communities, promotes an exchange of ideas and dialogues, and encourages economic development through cultural tourism (for every \$1 spent \$7 is generated).

The Program is comprised of an ongoing and detailed process:

- The first step is to provide technical assistance to each potential applicant through informational seminars at the Arts Council, site visits throughout the County and zoom meetings. The information seminars are presented by the Executive Director and the Grants Coordinator.
- The second step is to create an independent panel of individuals from throughout the County who are willing and able to review the applications and make informed funding recommendations. The review panel is representative of a variety of community members who represent diverse backgrounds and interests and reside in the Putnam County area.
- The third step is to familiarize the new members with regrant program goals, policies and procedures and provide the entire panel with copies of applications for review.
- The fourth step is to convene the panel to discuss, review and score each application.
- The progress and success of each funded project is monitored through mid-year and final reports from the recipients as well as through ongoing audits by PAC representatives.
- Present the panel recommendations to the Putnam County Rules & Enactments Committee for their review.
- Present the panel recommendations to the Full Putnam County Legislature following Committee's approval.

The 2025 Program received 27 application requests totaling \$91,532 with available Program funding at \$13,993 from Putnam County which is level to FY24 funding. Funds received from the NYS Council on the Arts, a State Agency, with approval from the Office of the Governor and the NYS Legislature, were increased recognizing how essential these public funds are to our cultural community. This increased NYS funding will enable a new round for individual artists. Current community grant funding requests are consistent with applications received in FY 24.

The 2025 Arts Link Community Grant Program will support 25 grants to community nonprofit organizations in Putnam County, 10 of which will receive funding from the Putnam County Legislature representing every town in the County.

Some projects receive only Putnam County dollars while others receive a combination of County and State funds. We have provided a summary of County funded projects.

The Program serves residents of all ages and interests including children, teens and seniors,

veterans, and individuals with special needs with quality arts projects that are open to the public. The Program fosters work opportunities for visual, performing, and literary artists from Putnam County and the region. This year the program will support projects in music, dance, theater, visual arts, and site-specific outdoor sculpture.

An independent panel of community members convene to review and evaluate all applications and to recommend funding for the projects. The panel is comprised of artists and community members who are familiar with the arts in general and have attended art programs in Putnam County. Evaluations are based on the project's quality as well as the ability to reach a broad audience, generate the most benefit to the community, and support the opportunities for artists and arts groups. Program diversity (visual, performing, literary) is also a consideration. Ratings determine funding decisions which are calculated and presented to Putnam County for their consideration. The Board of the Putnam Arts Council reviews panel recommendations as well.

100% of the \$13,993 in Arts Link Grant funding is disseminated to applicants in support of projects that are open to the Public and will be presented in 2025 and up to the end of the first quarter of 2026. An Awards Ceremony will be held at the Putnam Arts Council to recognize organizations and projects that are funded as well as to acknowledge the public funding sources that make the program possible.

The Arts Council stays connected to the Programs award recipients year-round, providing guidance and technical support as needed. Projects are audited by PAC staff and panel members as well as PAC Board members and community volunteers. PAC requires final project reports from all grant recipients.

PAC helps to market the projects through advertising on our website as well as in print through our bimonthly *Cultural Arts Calendar*. The *Calendar* is made available at public sites throughout the County as well as at sites where funded projects are taking place (e.g., libraries, art centers, historical sites etc.)



Review panel for 2025 ARTS LINK Community Regrant Fund Applications Meeting convened on 3/2/25

- 1. Alex Sewell visual artist and local volunteer Kent, NY
- 2. Joshua Brittingham musician and visual artist
  Somers (on Mahopac border on Lovell Street) (performs extensively in Brewster)
- Amanda Hanaburgh County paralegal employee and parent with school age children Holmes, NY
- 4. Nan Osborne digital and graphic designer Putnam Valley, NY
- 5. Louis Albano Putnam real estate sales and artist teacher Mahopac, NY
- 6. Dell Jones Designer space planning and interior design (corporate, healthcare and hospitality)
  Putnam Valley, NY
- 7. Jennifer Goldberg working Mom Lake Peekskill, NY

### **Putnam Arts Council's**

### **2025 Arts Link Community Re-grant Program**

Total County funds: \$13, 993 Total requests: \$91,532.00

### **DANCE**

### **Boscobel hosts Cold Spring Dance** Garrison/Cold Spring \$2,500

#### Renaissance Unveiled

After the *catastrophic* ceiling collapse at this historic site, Boscobel is open for outdoor events only. Cold Spring Dance will premiere an original choreographic work in October featuring dancers from the Martha Graham Company

#### **MUSIC**

### Tompkins Corners Cultural Center Putnam Valley \$1,000

### 5<sup>th</sup> Annual John Cohen Memorial Concerts

In just ten years, TCCC has established its reputation for high-quality programming showcasing varied genres - Jazz, Acapella, Urban Folk and Blues, and Old-time roots music. We continue to honor our founder and friend, musician, artist and ethnographic filmmaker John Cohen,

This year's series features Windbourne, the Down Hill Strugglers, KJ Denhert, and renowned local artist David Amram and the David Amram Quintet.

### <u>Putnam Symphony Orchestra</u> Southeast/Brewster \$1,000

#### 2025 Concert Season

There are relatively few community orchestras across New York State. Putnam Symphony draws its membership from local musicians of all ages and experience, bringing orchestral music to Putnam County. Their Spring Concert held at Brewster High School Auditorium featured Music by Women Composers and their Fall Holiday Concert is scheduled for November 23

### <u>Chapel Restoration</u> Cold Spring \$1,000

### **Sunday Music Series**

Sundays at 4pm, the beautiful Chapel Restoration on the Hudson provides our community with inspiring performances from local, regional and internationally recognized musicians

Eight free concerts, one each month from April through November,

#### **MULTI-MEDIA**

### Hudson Valley InterArts and the Great Swamp Patterson \$1,000

### A Mystery Worth Keeping

Hudson Valley InterArts, a new interdisciplinary arts center, opened their doors in May 2024. This is their first grant request:

Six Ecology and Art excursions in the Great Patterson Swamp followed by a return to the arts center to view a short film and make art based on the experience.

The Program open to the general public will culminate with a Year End Group Show

#### **VISUAL ART**

### **Boscobel House and Garden** Garrison

\$1,500

### **Scenic Vistas and Plein Air Workshops**

In fall 2025, Boscobel will present Scenic Vistas; an exhibition focusing on nature, drawing on images from Boscobel's decorative arts collection, and presented in conversation with contemporary art works by Jean-Marc Sovak.

Inspired by this exhibition, Boscobel invites families and visitors of all ages to three plein air workshops led by a local artist, landscape architect, and writer.

### **Collaborative Concepts** Carmel

\$1,000

### Sculptural Exhibition at Tilly Foster Farm

Visitors to Putnam County 's Tilly Foster Farm have a unique opportunity to discover art in unexpected places. Local and regional artists experiment in new forms and exhibit larger pieces in a non-gallery setting. The natural landscape at Tilly Foster Farm is a great backdrop for artists and the community to interact with one another. The Sculpture show is an annual event which draws arts audiences to the Farm.

August 30 - November 4

### <u>Garrison Art Center</u> – Philipstown, Garrison Landing \$1,500

### **Mentor Programs**

The GAC Mentor Program connects dedicated high school students with professional artists, providing individualized guidance to develop their skills in a chosen discipline. This outreach initiative supports local youth by fostering artistic growth, career readiness, and specialized expertise, culminating in a nine-day public exhibition in our galleries showcasing their work. The exhibition is supported with public dollars.

### **THEATER**

<u>Brewster Theater</u> – performs in Carmel \$2,000

### "1776"

Brewster Theater Company is an established and popular community theater serving Putnam County for twenty-five years. Over 50 local residents will perform this summer in a musical about the signing of the Declaration of Independence.

### <u>Hudson Valley Shakespeare</u> – Philipstown, Garrison \$1,500

Hudson Valley residents participate in a series of free playwriting workshops held at local libraries with a professional dramaturg that culminate in a free public performance at Hudson Valley Shakespeare featuring members of the company.







### PUTNAM COUNTY EXECUTIVE KEVIN M. BYRNE

**MEMORANDUM** 

To:

Amy Sayegh

Chair, Putnam County Legislature

CC:

Putnam County Legislature

FROM:

Kevin M. Byrne

County Executive

DATE:

June 6, 2025

RE:

Proposal to Amend Putnam County Code Chapter 220, Article X, Exemption for

Qualified Members of Volunteer Fire Departments and Ambulance Corps

Encl:

Draft Local Law Amending Chapter 220, Article X

In my State of the County address in March, I recognized that volunteer first responders are vital to our County's public safety. While the County recognizes these volunteers with a property-tax exemption contained in our current Code, the State has since passed additional legislation by expanding N.Y.S. Real Property Tax Law §466 to allow the tax exemption to be extended to volunteers serving outside of the town in which they reside and within the boundaries of Putnam County.

By codifying this expanded State exemption into the applicable Putnam County Code section, we can further recognize these essential volunteers who perform lifesaving duties free of charge to the taxpayer, sacrificing their time and potentially risking their lives to serve our community.

Please find attached for the Legislature's consideration and review an amended Article X of Chapter 220 of the Putnam County Code incorporating the foregoing change. Thank you for your committee consideration of this important and timely legislation.

A LOCAL LAW TO AMEND CHAPTER 220, ARTICLE X, ENTITLED "EXEMPTION FOR QUALIFIED MEMBERS OF VOLUNTEER FIRE DEPARTMENTS AND AMBULANCE CORPS"

Be it enacted by the Legislature of the County of Putnam as follows:

#### << PUTNAM COUNTY CODE CHAPTER 220>>

#### <<ARTICLE X>>

### Section 1.

Section 220-65 of the Putnam County Code is hereby amended to read as follows:

### § 220-65. Legislative intent.

Chapter 670 of the Laws of 2022 added a new § 466-a to the Real Property Tax Law, repealing prior §§ 466-a through 466-k, though continuing the exemption provided therein. Section 466-a provides a real property tax exemption of 10% for qualified members of volunteer fire departments and ambulance corps statewide, subject to adoption by individual municipalities. Members of volunteer fire departments and ambulance corps provide valuable services to the people of Putnam County. In order to be certified and recertified, such volunteers must undertake numerous hours of training on their own time and frequently at their own expense. The purpose of this exemption is to maintain the ranks of the volunteer corps and encourage volunteers to join. In 2024, §466-l was added, which allows the exemption to be extended to volunteers who provide such services to a neighboring city, village, or town. The enabling legislation enacted by the State Legislature requires that localities must adopt a local law in order to afford those volunteers such exemption.

### Section 2.

Section 220-66 of the Putnam County Code is hereby amended to read as follows:

### § 220-66. Applicability.

Such exemption shall not be granted to an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service residing in such county unless:

- A. The applicant resides in a city, town, or village in Putnam County;
- B. The property is the primary residence of the applicant;
- C. The property is used exclusively for residential purposes; provided, however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section; and

- D. The applicant serves as a member of a volunteer fire company, fire department, or incorporated voluntary ambulance service that is located in and provides service to any city, village, or town in Putnam County;
- E. The applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service for a period of five years of service;
- F. The applicant must file a certificate from his or her qualifying organization that he or she is an enrolled member. Such certification of membership must certify that the member received credit under a service award program defined by Article 11-A, 11-AA, 11-AAA, or 11-AAAA of the General Municipal Law for the period of service claimed in the application.

#### Section 3.

Section 220-67 of the Putnam County Code is hereby amended to read as follows:

### § 220-67. Continuation of eligibility requirements.

The applicant shall maintain continual eligibility for the exemption by being a continuously active member of the incorporated volunteer fire company, fire department, fire district, or incorporated ambulance service. An active member shall meet the requirements for active service as defined by each company, department, or corporation. Annual attestation by such company, district, or corporation is required to maintain this exemption.

#### Section 4.

Section 220-68 of the Putnam County Code is hereby amended to read as follows:

### § 220-68. Lifetime exemption.

Any enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service who accrues more than 20 years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service shall be granted the 10% exemption as authorized by this article for the remainder of his or her life as long as his or her primary residence is located within such County.

#### Section 5.

Section 220-69 of the Putnam County Code is hereby amended to read as follows:

§ 220-69. Unremarried spouses of volunteer firefighters or volunteer ambulance workers killed in line of duty.

An exemption granted under this article shall be continued, and a preexisting exemption shall be reinstated, where the exemption was previously claimed by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service, to such deceased enrolled member's unremarried spouse if such member is killed in the line of duty; provided, however, that:

- A. Such unremarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service as an unremarried spouse of an enrolled member of such incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service who was killed in the line of duty; and
- B. Such deceased volunteer had been an enrolled member for at least five years; and
- C. Such deceased volunteer had been receiving the exemption prior to his or her death.

#### Section 6.

Section 220-69.1 of the Putnam County Code is hereby amended to read as follows:

### § 220-69.1. Unremarried spouses of deceased volunteer firefighters or volunteer ambulance workers.

An exemption granted under this article shall be continued, and a preexisting exemption shall be reinstated, to an unremarried spouse of a deceased enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; provided, however, that:

- A. Such unremarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service as an unremarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; and
- B. Such deceased volunteer had been an enrolled member for at least 20 years; and
- C. Such deceased volunteer and unremarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

#### Section 7.

Section 220-69.2 of the Putnam County Code is hereby amended to read as follows:

#### § 220-69.2. Application for exemption.

A. Application for such exemption, along with the certificate of membership defined above, shall be filed with the applicable town assessor on or before the taxable status date on a form as prescribed by the Commissioner of the Office of Real Property Tax Services.

- B. Certification shall be required for any period of time claimed by an applicant that is not already on file with the applicable town assessor.
- C. The assessor shall review the application and certification to ensure they have satisfied the requirements of this law.

### Section 8.

Section 220-69.3 of the Putnam County Code is hereby added as follows:

### §220-69.3. Continuation of exemption.

No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the provisions of this article on the effective date of this article shall suffer any diminution of such benefit because of the provisions of this section. Any exemption under Article X of Chapter 220, as added by L.L. No. 1 of 2003, shall be considered the same and equivalent to the exemption available under this article.

A LOCAL LAW TO AMEND CHAPTER 220, ARTICLE X, ENTITLED "ARTICLE X. EXEMPTION FOR QUALIFIED MEMBERS OF VOLUNTEER FIRE DEPARTMENTS AND AMBULANCE CORPS"

Be it enacted by the Legislature of the County of Putnam as follows:

### << PUTNAM COUNTY CODE CHAPTER 220>>

### <<ARTICLE X>>

### Section 1.

Section 220-65 of the Putnam County Code is hereby amended to read as follows:

### § 220-65. Legislative intent.

Chapter 670 of the Laws of 2022 added a new § 466-a to the Real Property Tax Law, repealing prior §§ 466-a through 466-k, though continuing the exemption provided therein. New §Section 466-a provides a real property tax exemption of 10% for qualified members of volunteer fire departments and ambulance corps statewide, subject to adoption by individual municipalities. Members of volunteer fire departments and ambulance corps provide valuable services to the people of Putnam County. In order to be certified and recertified, such volunteers must undertake numerous hours of training on their own time and frequently at their own expense. The purpose of this exemption is to maintain the ranks of the volunteer corps and encourage volunteers to join. In 2024, §466-l was added, which allows the exemption to be extended to volunteers who provide such services to a neighboring city, village, or town. The enabling legislation enacted by the State Legislature requires that localities must adopt a local law in order to afford those volunteers such exemption.

#### Section 2.

Section 220-66 of the Putnam County Code is hereby amended to read as follows:

### § 220-66. Applicability.

Such exemption shall not be granted to an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service residing in such county unless:

- A. The applicant resides in the <u>a</u> city, town, or village <u>in Putnam County</u>; which is served by such incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service;
- B. The property is the primary residence of the applicant;
- C. The property is used exclusively for residential purposes; provided, however, that in the event any portion of such property is not used exclusively for the applicant's residence but is

used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section; and

- D. The applicant serves as a member of a volunteer fire company, fire department, or incorporated voluntary ambulance service that is located in and provides service to any city, village, or town in Putnam County;
- ED. The applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service for a period of five years of service;
- The applicant must file a certificate from his or her qualifying organization that he or she is an enrolled member. Such certification of membership must certify that the member received credit under a service award program defined by Article 11-A, 11-AA, 11-AAA, or 11-AAAA of the General Municipal Law for the period of service claimed in the application.

### Section 3.

Section 220-67 of the Putnam County Code is hereby amended to read as follows:

### § 220-67. Continuation of eligibility requirements.

The applicant shall maintain continual eligibility for the exemption by being a continuously active member of the incorporated volunteer fire company, fire department, fire district, or incorporated ambulance service. An active member shall meet the requirements for active service as defined by each company, department, or corporation. Annual attestation by such company, district, or corporation is required to maintain this exemption.

### Section 4.

Section 220-68 of the Putnam County Code is hereby amended to read as follows:

### § 220-687. Lifetime exemption.

Any enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service who accrues more than 20 years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service shall be granted the 10% exemption as authorized by this article for the remainder of his or her life as long as his or her primary residence is located within such County.

#### Section 5.

Section 220-69 of the Putnam County Code is hereby amended to read as follows:

§ 220-628. Unremarried spouses of volunteer firefighters or volunteer ambulance workers killed in line of duty.

An exemption granted under this article shall be continued, and a preexisting exemption shall be reinstated, where the exemption was previously claimed by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service, to such deceased enrolled member's unremarried spouse if such member is killed in the line of duty; provided, however, that:

- A. Such unremarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service as an unremarried spouse of an enrolled member of such incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service who was killed in the line of duty; and
- B. Such deceased volunteer had been an enrolled member for at least five years; and
- C. Such deceased volunteer had been receiving the exemption prior to his or her death.

### Section 6.

Section 220-69.1 of the Putnam County Code is hereby amended to read as follows:

§ 220-69.1. Unremarried spouses of deceased volunteer firefighters or volunteer ambulance workers.

An exemption granted under this article shall be continued, and a preexisting exemption shall be reinstated, to an unremarried spouse of a deceased enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; provided, however, that:

- A. Such unremarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service as an unremarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; and
- B. Such deceased volunteer had been an enrolled member for at least 20 years; and
- C. Such deceased volunteer and unremarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

#### Section 7.

Section 220-69.2 of the Putnam County Code is hereby amended to read as follows:

§ 220-69.21. Application for exemption.

A. Application for such exemption, along with the certificate of membership defined above, shall be filed with the applicable town assessor on or before the taxable status date on a form as prescribed by the Commissioner of the Office of Real Property Tax Services.

- B. Certification shall be required for any period of time claimed by an applicant that is not already on file with the applicable town assessor.
- C. The assessor shall review the application and certification to ensure they have satisfied the requirements of this law.

### Section 8.

Section 220-69.3 of the Putnam County Code is hereby added as follows:

### §220-69.32. Continuation of exemption.

No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the provisions of this article on the effective date of this article shall suffer any diminution of such benefit because of the provisions of this section. Any exemption under Article X of Chapter 220, as added by L.L. No. 1 of 2003, shall be considered the same and equivalent to the exemption available under this article.

### **COUNTY OF PUTNAM FUND TRANSFER REQUEST**

compti Pules sign

TO: **COMMISSIONER OF FINANCE** 

FROM: CATHERINE CROFT/KELLY PRIMAVERA

**DEPT: BOARD OF ELECTIONS** 

DATE: 5/28/2025

I hereby request approval for the following transfer of funds:

**FROM** 

TO

ACCOUNT#/NAME

**ACCOUNT #/NAME** 

**AMOUNT** 

**PURPOSE** 

10145000 54646

10145000 54783

\$4000

**CLEAR BALLOT BDF CREATION** 

**CONTRACTS** 

LICENSING/ACCESSORIES

\$4000

SIGNATURES NOT NEEDED -- THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2025 Fiscal Impact

2026 Fiscal Impact \$ 0

\$ 0

Department Head Signature/Designee

Date

#### **AUTHORIZATION:**

Date

Commissioner of Finance/Designee: Initiated 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



Clear Ballot Group, Inc

Tax ID: 27-0798408
Tel: +1 857-250-4961
https://clearballot.com

Putnam County, NY 25 Old Route 6 Carmel NY 10512 United States

### Quotation # S04387

<b>Quotation Date:</b>
01/24/2025

Expiration:

Salesperson:

09/30/2025 Chris Roland

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
82301- BDF Creation	2.000 Units	2,000.00		\$ 4,000.00
Management of the control of the con	Total			\$ 4,000.00
Signature	Date			

This quotation is issued pursuant to, is governed by and subject to the terms and conditions of the Clear Ballot Group Master Services Agreement executed by and between the parties (the "Terms"). Capitalized terms used but not defined herein shall have the meaning set forth in the Terms.



Coming Tower, Empire State Plaza, Albany. NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

### **Contract Award Notification Update**

**OGS Contact Information Change** Subject:

January 15, 2025 DATE:

AWARD #:

23198

**GROUP #:** 

22300

AWARD DESCRIPTION:

Voting Systems and Related Services and Accessories

**CONTRACT PERIOD:** 

June 15, 2021 – June 14, 2026

CONTACT:

Shekia Woods

OGS.sm.PS AA Voting@ogs.ny.gov

CONTRACT NO.:

Various

**CONTRACTOR**: Various

Effective immediately, Shekia Woods is the new OGS Contract Managers for Award # 23198.

Shekia Woods

OGS.sm.PS\_AA\_Voting@ogs.ny.gov

All published documents for this contract can be found at: https://ogs.ny.gov/Award-23198

All other terms and conditions of this Award remain the same.

Part/ Stock Number	Product Name	Product Description	Net NYS Price
		CC Go Ballot Box Power Cable	
51000-2-1	CCGo Power Cable 10'	Right Angle, 10'	\$12.00
94211-2-1	ClearCast Go Monitor	Subassembly M	\$450.00
93341-1-2	CMOS Battery	Coin Battery	\$3.00
		Backup Power Supply For	
93321-1-1	Backup Power Supply	ClearMark or ClearCast	\$46.00
94241-3-1	ClearCast Thermal Printer	ClearCast Thermal Printer	\$150.00
		ClearCast Embedded Scanner on	
97113-3-1	ClearCast Embedded Scanner	bracket	\$1,000.00
		M8 x 30mm Wing Screws and	
13832	Wing Screws for ClearCast Go	Washer	\$5.00
13324	ClearMark Paper Chute	CM Setup Case Paper Chute	\$60.00
54311-1-1	ClearMark Headphones	ClearMark Headphones	\$35.00
82101	Election On-Site Support	On-site/Remote Support	\$2,000.00
		Election Day Support Package - 3	
14656	Election Day Support Package	days	\$5,500.00
14644	Installation - SW Upgrade	Installation services - SW upgrades	\$2,000.00
		Onsite logic and accuracy testing	
82102	L&A On-Site Support	(L&A)	\$2,000.00
		Ballot Programming (aka Database	
82301	BDF Programming -Audit	Programming)	\$2,000.00
		Remote Ballot Programming (aka	
82611	BDF Programming -Precinct	Database Programming)	\$2,000.00
14736	Training - Train the Trainer Program	Train the Trainer (1 trainer)	\$2,500.00
		Advanced Precinct HW Training	
14740	Training - Advanced Precint Hardware	(fka Rover Training)	\$3,000.00
14768	Training - Rover	Rover Training	\$2,500.00
14744	Training - ClearDesign Refresher	ClearDesign - Refresher (PS)	\$2,500.00
14748	Training - Onsite ClearDesign	ClearDesign Training (PS)	\$6,750.00
		ClearCount Refresher - ClearVote	
14752	Training - ClearCount Refresher	(PS)	\$2,500.00
14756	Training - ClearCount VerifyNow Pro	ClearCount Training - VNP(PS)	\$2,500.00
	Training - ClearCount ClearVote	ClearCount Training -	
14760	Training	ClearVote(PS)	\$4,750.00
			Onsite Days +
			Prep Days at
14764	Training - Custom	Custom Training	\$2500 per day
14772	Installation - Add on Hardware	Installation services - Add on HW	\$2,000.00
	Election Simulation Exercises -	Election Simulation Exercises -	
14776	Standard	Standard	\$2,000.00
	·		Onsite Days +
		Election Simulation Exercises -	Prep Days at
14780	Election Simulation Exercises - Custom	Custom	\$2500 per day
		Database and ballot layout review,	
14088	Pre-Election Readiness	equipment setup, weekly checkins >	\$2,000.00
		Post Election Analysis/Feedback	
14648	Post Election Onsite Review	Sessions	\$2,000.00
		Official Printed Ballots 8.5x14": Up	
	Official Printed Ballots 8.5x14": Up to	to 200,000 per election / per	
85301	200,000 per election / per customer	customer	\$0.57
		Official Printed Ballots 8.5x17": Up	
	Official Printed Ballots 8.5x17": Up to	to 200,000 per election / per	
85302	200,000 per election / per customer	customer	\$0.57

### **COUNTY OF PUTNAM FUND TRANSFER REQUEST**

TO:

**COMMISSIONER OF FINANCE** 

FROM: CATHERINE CROFT/KELLY PRIMAVERA

**DEPT: BOARD OF ELECTIONS** 

DATE: 6/9/2025

I hereby request approval for the following transfer of funds:

**FROM** 

TO

ACCOUNT#/NAME

**ACCOUNT #/NAME** 

**AMOUNT** 

**PURPOSE** 

10145000 54314

10145000 54783

\$1000

TENEX LICESNSE/SUPPORT PRO-RATED

**POSTAGE** 

LICENSING/ACCESSORIES

\$1000

SIGNATURES NOT NEEDED - THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2025 Fiscal Impact

\$\_0\_\_

2026

Fiscal Impact \$\_0\_\_

Department Head Signature/Designee

Date

### **AUTHORIZATION:**

Date

Commissioner of Finance/Designee: Initiated 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

# INVOICE

**Tenex Software Solutions, Inc.** PO Box 20526 Tampa, FL 33622-0526 accounting@tenexsolutions.com +1 (813) 618-3639



Bill to

NY Putnam County Board of Elections 25 Old Route 6 Carmel, NY 10512 Ship to

NY Putnam County Board of Elections 25 Old Route 6 Carmel, NY 10512

#### Invoice details

Invoice no.: 3267 Terms: Net 90

Invoice date: 06/03/2025 Due date: 09/01/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Annual License & Support - Precinct Central	Annual License & Support - Precinct Central September 1, 2025 - December 31, 2025 Prorated to sync licensing in January 2026	105	\$45.00	\$4,725.00

Total \$4,725.00

#### Note to customer

Thank you for your business.

WE RESERVE THE RIGHT TO APPLY A FINANCE CHARGE OF 5% PER MONTH ON ACCOUNTS PAST DUE.

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 – 25A051** 

DATE:

June 6, 2025

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

#### **General Fund:**

**Increase Appropriations:** 

25851300 54950

SPCA - County Contribution

\$ 50,000

**Increase Estimated Revenues:** 

25851300 423890

SPCA - Miscellaneous Revenue

\$ 50,000

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

The above budgetary amendment will permit the County to advance the SPCA \$50,000 and recoup these funds from the SPCA upon their receipt of a NYS SAM Grant (Grant Agreement Copy attached). Please forward to the appropriate committee.

# Michele Alfano-Sharkey

From: Michael Lewis

**Sent:** Friday, June 6, 2025 10:12 AM

**To:** Michele Alfano-Sharkey

**Subject:** 25A051

**Attachments:** 25A051 - SPCA GRANT DASNY.pdf; Correspondence from SPCA.pdf; Executed GDA #

27638.pdf; Quote - 2023 Dodge Charger Police AWD.pdf; R#71.pdf

Michele – Please see attached. This is for an advancement of fund to the SPCA for a SAM Grant that they will be getting shortly for a new police AWD vehicle. The MEO administration did this similar transaction back in 2022. I'm attaching that resolution for reference.



# Michael J. Lewis

Commissioner of Flnance • Putnam County Finance Department

PHONE | 845.808.1075 ext 49325 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

# PUTNAM COUNTY LEGISLATURE

Introduced by Legislator: Joseph Castellano on behalf of the Audit & Administration Committee page 1

at a Regular Meeting held on April 5, 2022.

APPROVAL/ BUDGETARY AMENDMENT (22A018) FINANCE/ SPCA VEHICLE PURCHASE/ DORMITORY AUTHORITY OF THE STATE OF NEW YORK (DASNY) / STATE AND MUNICIPAL FACILITIES PROGRAM (SAM) GRANT

WHEREAS, the Putnam County Society for the Prevention of Cruelty to Animals, Inc. (SPCA) is seeking to purchase a vehicle using State and Municipal Facilities Program (SAM) Grant funding through Dormitory Authority of the State of New York (DASNY); and

WHEREAS, the SPCA has provided a copy of a Grant Disbursement Agreement with the Dormitory Authority of the State of New York (DASNY) for \$50,000 in (SAM) grant

WHEREAS, the Commissioner of Finance has requested a budgetary amendment funding for the purchase of a vehicle; and

(22A018) which will permit the County to advance the SPCA \$50,000; and

WHEREAS, Putnam County will recoup these funds from the SPCA upon their receipt of NYS SAM grant funding per the Grant Disbursement Agreement; and

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

RESOLVED, that the following budgetary amendment be made:

CAPITAL FUND:

Increase Estimated Appropriations:

25851300 54950

SPCA - County Contribution

50,000

Increase Estimated Revenues:

25851300 423890

SPCA - Miscellaneous Revenue

50,000

2022 Fiscal Impact - 0 -

2023 Fiscal Impact - 0 -

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

State of New York

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 5, 2022.

Dated:

were Johan Signed:

> Diane Schonfeld Clerk of the Legislature of Putnam County

# **Michael Lewis**

From:

Ken Ross < kross@spcaputnam.org > Wednesday, May 21, 2025 11:14 AM

Sent: To:

Michael Lewis

Cc:

jmpagnillo@daypitney.com

Subject:

FW: SAM (27638) Putnam County Society for the Prevention of Cruelty to Animals, Inc.,

The CRM:0180167

Attachments:

Executed GDA #27638.pdf; FAQs 3-6-25.pdf;

PUTNAMCOUNTYSPCA-2023CHARGERPURSUITWHITE-PH688046-8.9.24.xls

Importance:

High

#### **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

#### Mike,

I hope you're doing well. As I mentioned when I sat with Kevin Byrne and you during budget time, I would be asking if the county would, again, lend the PCSPCA the \$50,000 that we need for the DASNY Reimbursement grant that Senator Harkham had appropriated for us. We just received the green light from NYS and the vehicle should be delivered to us by end of this month. After the last one, I'm practiced at the reimbursement paperwork for the state.

I've forwarded that letter below (including attachments) and added the DEALER QUOTE for the vehicle.

Please let me know if this is possible and the additional steps and I will expedite.

Thanks

Ken

**KEN ROSS CHIEF** PUTNAM COUNTY SPCA **47 GLENEIDA AVENUE** CARMEL, NY 10512 OFFICE: 845-520-6915

CELL: 845-242-2476



From: Pore, Elijah < EPore@dasny.org> Sent: Wednesday, May 21, 2025 9:51 AM To: Ken Ross < kross@spcaputnam.org>

**Subject:** SAM (27638) Putnam County Society for the Prevention of Cruelty to Animals, Inc., The CRM:0180167 **Importance:** High

#### Greetings!

Attached is the fully executed Grant Disbursement Agreement (GDA) for the grant in subject line. You should have also received this document automatically via DocuSign.

Requests for reimbursement can now be submitted electronically to <a href="mailto:apgrants@dasny.org">apgrants@dasny.org</a>. When sending email reimbursement requests to Accounts Payable, please be sure to include the project ID # and the Grantee name in the subject line of the email (similar to this email) and attach all of the required forms and documents as outlined in the GDA. FAQs are also attached for your reference.

A complete payment requisition should include completed copies of the reimbursement exhibits located in the back of your GDA (Exhibits E, E-1, E-2, Dual Certification Form), copies of the invoices you're seeking reimbursement for, and copies of the cancelled checks with the cancellation amount encoded on them, as proof of payment for those invoices. Please keep in mind that the costs submitted for reimbursement must be for completed work and/or items received on-site at the approved project location, and all costs should be both billed to and paid by your organization under your legal name on record (Putnam County Society for the Prevention of Cruelty to Animals, Inc., The).

Additionally, Accounts Payable requires copies of two physical signatures on the Dual Certification Form, rather than digital signatures.

If you have additional questions about the reimbursement process, please reach out to apgrants@dasny.org or call (518)-257-3777.

Sincerely,

#### Elijah Pore

Grant Administrator II | Grants Administration

DASNY | We Finance, Build and Deliver. 515 Broadway, Albany, NY, 12207

(518) 257-3177 | (518) 257-3475 (fax) | epore@dasny.org

#### www.dasny.org

This electronic message including any attachments to it is intended to be viewed only by the individual or entity to whom it is addressed. If the reader of this message is not the intended recipient, or if you have received this communication in error, please notify us immediately by return e-mail and detelle the original message and any copies of it from your computer system. Any retention, distribution or copying of this communication without our error written elements in a strictly prohibited.

#### This GRANT DISBURSEMENT AGREEMENT includes

all exhibits and attachments hereto and are made on the terms and by the parties listed below and relates to the project described below:

DORMITORY AUTHORITY OF THE STATE OF **NEW YORK ("DASNY"):** 

515 Broadway

Albany, New York 12207 Contact: Karen Hunter Phone: (518) 257-3177 E-mail: grants@dasny.org

THE GRANTEE:

The Putnam County Society for the

Prevention of Cruelty to Animals, Inc.

47 Gleneida Ave

Carmel, New York 10512

**United States** Contact: Ken Ross Phone: (845) 520-6915

Email: kross@spcaputnam.org

THE PROJECT:

Purchase of a Vehicle

PROJECT LOCATION(S):

ADDRESS:

Putnam County Society for the Prevention of Cruelty

to Animals, Inc., The

47 Gleneida Ave, Carmel, New York 10512,

**United States** 

**GRANT AMOUNT:** 

\$50,000.00

**FUNDING SOURCE:** 

State and Municipalities("SAM")

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT

INFORMATION SHEET DATE:

8/15/2024

**EXPIRATION DATE OF THIS AGREEMENT:** 

3 YEARS FROM DASNY EXECUTION DATE

Project ID: Grantee ID: 27638

9768

FMS#:

164739

#### TERMS AND CONDITIONS

# 1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

#### 2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
  - the acquisition, construction, demolition, or replacement of a fixed asset or assets;
  - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
  - the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

#### 3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

#### 4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the SAM Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). The Segregated Account must have industry-standard fraud protections added to the account, including but not limited to, check positive pay and ACH positive pay. Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify in New York's Statewide Financial System (<a href="https://www.sfs.ny.gov/">https://www.sfs.ny.gov/</a>) in order to receive Grant funds. The Grantee must have a current, non-expired prequalification application prior to any disbursements of the grant funds.

#### 5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
  - the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
  - copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
  - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

## b) Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
  - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments:
  - copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
  - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

## c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.
- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

- iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

# 6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

#### 7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

# 8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.
- K) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

- I) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's prequalification status in New York's Statewide Financial System (<a href="https://www.sfs.ny.gov/">https://www.sfs.ny.gov/</a>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
  - political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
  - ii. Sectarian instruction or study, or as a place of devotional activities or religious worship, or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination, or the training of ministers or other similar persons in the field of religion, unless as previously disclosed to DASNY as an attachment to Grantee Certification;
  - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- v. generation of tax credits or reimbursement of Project costs that have or will cycle through corpus of tax credit structure.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions. conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's current prequalification application in New York's Statewide Financial System, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;

- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

#### 9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
  - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
  - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
  - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
  - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
  - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
  - vi. The Grantee abandons the Project prior to its completion.
  - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

- viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

# 10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

#### 11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

#### 12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

#### 13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

#### 14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

#### 15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

#### 16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

# 17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

#### 18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

# The Putnam County Society for the Prevention of Cruelty to Animals, Inc. Purchase of a Vehicle Project ID: 27638

This agreement is entered into as of the latest date written below:

	the Prevention of Cruelty to Animals, Inc.
Cocusigned by:  KENNETH ROSS	
(Signature of Grantee Authorized Officer)	
KENNETH ROSS	CHAIRMAN
(Printed Name and Title)	
Date: 4/23/2025	
DORMITORY AUTHORITY OF THE STATE OF  Docusigned by:  Sara Richards	NEW YORK
(Signature of DASNY Authorized Officer)	
Sara Richards	Managing Director, Executive Direction
(Printed Name)	
<b>Date</b> : 5/21/2025	

DASNY OFFICE USE ONLY				
GRANTS ADM	IIN REVIEW	FII	NAL LEGAL REVIEW	
APPROVED FOR LEGAL REVIEW:	EP	APPROVED FOI SIGNATURE:	R K	
DATE:	5/14/2025	DATE:	5/19/2025	

# **GRANT DISBURSEMENT AGREEMENT**

# **EXHIBITS**

EXHIBIT A Project Budget

EXHIBIT B Opinion of Counsel

EXHIBIT C Grantee Questionnaire

EXHIBIT D Disbursement Terms

EXHIBIT E Payment Requisition Form and Dual Certification

EXHIBIT E-1 Payment Requisition Cover Letter

EXHIBIT E-2 Payment Requisition Back-up Summary

EXHIBIT F Non-Discrimination and Affirmative Action Policy

#### EXHIBIT A: Project Budget

The Putnam County Society for the Prevention of Cruelty to Animals, Inc.
Purchase of a Vehicle
Project ID: 27638

USE OF FUNDS	TIME	ELINE		SOURCES		
	Anticipated Dates**  Start End		DASNY Share	In-Kind / Equity /Sponsor	Other Sources	
Project Description*			Amount	Amount	Amount	Total
Purchase of a Vehicle	05/31/2025	08/31/2025	\$50,000.00	\$4,067.31	\$0.00	\$54,067.31

<sup>\*</sup> Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure all Eligible Expenses are consistent with the project description may delay payment.

<sup>\*\*</sup> Please be sure to complete the anticipated start and end dates in the Project timeline.

# **EXHIBIT B: Opinion of Counsel**

DASNY General Counsel 515 Broadway Albany, New York 12207

Re: State and Municipalities ("SAM") Grant

Purchase of a Vehicle Project ID: 27638

#### Ladies and Gentlemen:

I have acted as counsel to The Putnam County Society for the Prevention of Cruelty to Animals, Inc. (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York; **or** 

the Grantee is duly organized and validly existing under the laws of another jurisdiction, and the Grantee is in good standing and authorized to do business in the State of New York;

- 2. the Grantee has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
- 3. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

X Approved – Legal Opinion attached



Jennifer M. Pagnillo

Day Pitney LLP/Partner

<sup>\*\*</sup>Instructions – Grantee's Attorney will choose appropriate response. If "Approved as to form" is checked, the Attorney will DocuSign form. If "Approved – Legal Opinion attached" is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.

# **EXHIBIT C: Grantee Questionnaire**

# PLEASE READ THE FOLLOWING:

- 1) You are acknowledging the following regarding the included Grantee Questionnaire:
  - This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.
  - The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.



DASNY OFFICE USE ONLY  GQ Review			

# **Grant Programs Grantee Questionnaire**

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SEC	CTION I: GENERAL INFORMATION	
1.	Grantee (Legally Inc. Name):	The Putnam County Society for the Prevention of Cruelty to Animals, Inc
2.	Federal Employer ID No. (FEIN):	27-0655766
3.	D/B/A – Doing Business As (If Applica	able):
	County Filed:	
4.	Website Address:	www.spcaputnam.org
5.	Business E-mail Address:	kross@spcaputnam.org
6.	Principal Place of Business Address:	47 Gleneida Avenue, Carmel, NY 10512
7.	Telephone Number:	845-520-6915
8.	Does the Grantee use, or has it used Business Name, FEIN, or d/b/a other above?  If "Yes", provide the name(s), FEIN(s	
9. 10.	How many years has this Grantee bee	en in business? 13
	Name:	Ken Ross
	Title:	Chairman
		Glaintai
	Telephone Number:	845-520-6915

11. a)	Ty	ype of Business (Please select appropriate response): Business Corporation
b)		Public Research Institution
c)		Academic Research Institution
d)		Not-for-Profit Research Institution
e)		Not-for-Profit Corporation created on behalf of a Public, Not-for-Profit Private or Academic Research Institution
f)	Х	Not-for-Profit Corporation Charities Registration Number: 42-64-01
g)		Local Development Corporation or Industrial Development Agency
h)		University / Educational Organization
i)		Other Please Specify:
12.		ease indicate whether you believe that any of the information supplied herein is  Yes  No X  If you checked "Yes", you must identify the information you feel is confidential by listing the question number(s) and providing an explanation regarding the basis for such claim(s).
		You may also request that the confidential documentation be reviewed and returned to you and not retained by DASNY. Please be advised, however, that DASNY must comply in all respects with the Freedom of Information Law.

# SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

#### A. DEFINITIONS

As used herein in this Grant Programs Grantee Questionnaire:

- 1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership with the Grantee.
- 2. "Authorized officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.
- 3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.
- 4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.
- 5. "Related Party" means: (i) the party's spouse, (ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.
- 6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

#### B. GRANT AWARD(S)

1.	Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant-Funded Project?	Yes	No x
	If answer is "Yes", Please explain:		
		· · · · · · · · · · · · · · · · · · ·	

2.	As a condition of receiving a Grant, has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors (collectively 'vendors') to provide goods or services in connection with any Grant- Funded Project?	Yes		No	X
	If answer is "Yes", Please explain why vendor selection was a condition of receiving a Grant:				
3.	Does the Grantee have a conflict of interest (COI) policy?	Yes	X	No	
a)	If "No" Grantee does <u>not</u> have a COI policy, please explain why Grantee does <u>not</u> have a COI policy and/or what Grantee has in lieu of COI policy.				
b)	If "Yes" Grantee does have a COI policy, will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee's COI policy, or if consultants, suppliers and				
	vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee's COI policy?				
	If answer is " <b>No</b> " to 3b, Please explain:	Yes	X	No	
4.	Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee's equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds?	Yes		No	X
	If the answer is "Yes", please provide details:				

# **SECTION III: DUE DILIGENCE QUESTIONS**

1.	w fi a	On a <b>separate document attached hereto</b> , list all contracts the Grantee has entered into with any New York State Agency, Public Authority, or other quasi-State entity, in the past ve (5) years. Please list the name, address and contact person for the contracting entity, is well as the contract effective dates. Also, provide state contract identification number, if nown.	X	NA	
2.	st of	Within the past five (5) years, has the Grantee, any principal, owner, director, officer, major cockholder (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), related company or affiliate been the subject of any of the following:			
	a)	A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law?		Yes	No x
	b)	Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process?		Yes	No x
	c)	Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility?		Yes	No x
1	d)	Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract?		Yes	No x
,	e)	A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government?		Yes	No x
1	f)	An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency?		Yes	No x
!	g)	An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency?		Yes	No x
i	h)	A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct?		Yes	No x
i	i)	An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease?		Yes	No <sub>X</sub>

j)	The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation?	Yes	No	X
k)	A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee?	Yes	No	х
l)	A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	Yes	No	X
m)	A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws?	Yes	No	Χ
n)	A citation, notice, violation order, pending administrative hearing or proceeding or determination for	·violations	of:	
	- Federal, State or Local health laws, rules or regulations	Yes	No	Х
	- Unemployment insurance or workers' compensation coverage or claim requirements	Yes	No	Х
	- ERISA (Employee Retirement Income Security Act)	Yes	No	X
	- Federal, State or Local human rights laws	Yes	No	Х
	- Federal INS (Immigration and Naturalization Service) and Alienage laws, Sherman Act or other Federal anti-trust laws	Yes	No	Х
	- A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation?	Yes	No	Х
	- An occupational safety and health act citation and notification of penalty containing a violation classified as serious or willful?	Yes	No	X
	For each "Yes" answer to questions 2a-n, provide details regarding the finding, including cause, current status, resolution, etc.	but not lin	nited f	to

3.	During the past three (3) years, has the Grantee <b>failed</b> to:		,,	
a)	File any returns, including, if applicable, Federal form 990, with any Federal, State or Local government entity?	Yes	No	) <b>)</b>
	If "Yes", identify the return that was not filed, the type of form, the year(s) in which the required ret and the reason why the return was not filed:	urn was n	ot filed,	,
b)	Pay any applicable Federal, State, or Local government taxes?	Yes	No	Х
	If "Yes", identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the Grand the current status of the liability:	ntee failed	l to pay	,
c)	File returns or pay New York State unemployment insurance?	Yes	No	Х
	If "Yes", indicate the years the Grantee failed to file/pay the insurance and the current status of the	liability:		
d)	File documentation requested by any regulating entity set forth in Section III, Question 1 above,	Yes	No	
	with the Attorney General of the State of New York, or with any other Local, State, or Federal entity that has made a formal request for information?	168	No	X
	If "Yes", indicate the years the Grantee failed to file the requested information and the current state	us of the r	natter:	
				-
4.	Have any bankruptcy proceedings been initiated by or against the Grantee, related organizations, entities or its affiliates within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the Grantee, related organizations, entities or	Yes	No	X
	its affiliates, regardless of the date of filing?  If "Yes", indicate if this is applicable to the submitting Grantee or one of its affiliates:			

Provide the co	urt name, addre	ss and dock	et number:						
Indicate if the	proceedings	have been	initiated,	remain	pending	or ha	ave been	closed:	

#### CERTIFICATION

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

DocuSigned by:	Signed by:
KENNETH ROSS	Craig Gresh
Signature of Authorized Officer	Signature of Chair of the Board of Grantee (or other Authorized Officer)
KENNETH ROSS	Craig Gresh
Printed Name of Authorized Officer	Printed Name of Chair of the Board of Grantee (or other Authorized Officer)
CHAIRMAN	Treasurer
Title of Authorized Officer	Title of Authorized Officer
10/22/2024	10/22/2024
Date Signed	Date Signed

# **EXHIBIT D: Disbursement Terms**

The Putnam County Society for the Prevention of Cruelty to Animals, Inc.

Purchase of a Vehicle

Project ID: 27638

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

#### Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices*.

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

# **EXHIBIT E: Payment Requisition Form and Dual Certification**

The Putnam County Society for the Prevention of Cruelty to Animals, Inc.

Purchase of a Vehicle

Project ID: 27638

For Office Use Only:					
	FMS#: 164739				
Payment Request #					
For work completed between/ and/ /					
THIS REQUEST:					
A: DASNY SHARE*		B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE	
	\$ \$50,000.00				

\* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

Grant funds.

Other:

Print Name:

Print Name:

Title:

Title:

#### **EXHIBIT E: Payment Requisition Form and Dual Certification**

#### **DUAL CERTIFICATION**

This certification must be signed by two Authorized Officers of The Putnam County Society for the Prevention of Cruelty to Animals, Inc., for Project #27638.

We hereby warrant and represent to DASNY that: 1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition attached hereto in the amount of \$\_\_\_\_\_ for which The Putnam County Society for the Prevention of Cruelty to Animals, Inc., is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and The Putnam County Society for the Prevention of Cruelty to Animals, Inc. (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other 2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof. 3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose. 4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof. 5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided. 6. We have the authority to submit this requisition on behalf of The Putnam County Society for the Prevention of Cruelty to Animals, Inc. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement. 7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents (Please check off all that apply): Readable copies of both front and back of canceled checks. Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared. Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with

Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.

Date:

Date

Updated 3-18-2024

Authorized Officer Signature:

Authorized Officer Signature:

#### **EXHIBIT E-I: Payment Requisition Cover Letter**

# ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants DASNY 515 Broadway Albany, New York 12207

Re: State and Municipalities ("SAM") Grant Purchase of a Vehicle Project No. 27638

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from <u>two</u> authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

<u>OR</u>		
	ACCOUNT NAME:	ABA #:
	BANK NAME:	ACCOUNT #:
2)	disbursement agreement. Proof of paym	nent pursuant to section 5(a) of the grant nent is enclosed for all invoices submitted in this The wire instructions for our account are as
<u>OR</u>		
1)		nent pursuant to section 5(a) of the grant nent is enclosed for all invoices submitted in this

3)	agreement. We have not paid the invoice a segregated account to be used so DASNY for this grant and for no other.	rsuant to Section 5(b) of the grant disbursement ce(s) included in this request. We have established lely for accepting and disbursing funds from er purpose. We have applied industry standard ling but not limited to, check positive pay and ACH his account are as follows:
	BANK NAME:	Account #:
	ACCOUNT NAME:	ABA #:
Please sigr the Grante requested.	ee's organizational email address and r	Y at apgrants@dasny.org. Please return them from the original copies for production to DASNY are Grantee's designee will be providing validly binding.
Signature	ə: <u> </u>	
Print Nar	me:	Title:

# **EXHIBIT E-2: Payment Requisition Back-up Summary**

The Putnam County Society for the Prevention of Cruelty to Animals, Inc.
Purchase of a Vehicle
Project ID: 27638

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

<u></u>			
VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
4/4/		Antonio de la companya del companya de la companya del companya de la companya de	
	TOTAL Requested:		(Transfer total amount requested to Exhibit E pg. 18 column B)

#### **EXHIBIT F**

# NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
  - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

#### NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

#### **Affirmative Action**

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

# Affirmative Action Officer ("AAO")

Shall mean DASNY's Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

# **Contracting Party**

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

# Minority Business Enterprise ("MBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

#### **Minority Group Member**

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

# Minority and Women-Owned Business Enterprise Participation

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so:
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

#### Women-owned Business Enterprise ("WBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

# ROBERT GREEN TRUCK DIVISION ROUTE 17 EAST EXIT 107, P.O. BOX 8002 ROCK HILL, N.Y. 12775

PHONE 845-794-0300 FAX 845-794-0295 ONONDAGA CTY #0010808 POLICE AND ADMIN VEHICLES 6/6/2025

PUTNAM COUNTY SPCA 47 GLENEIDA AVE CARMEL, NY 10512 KEN ROSS KROSS@SPCAPUTNAM.ORG

BASE MODEL LESS 20.72%/OPTIONS LESS 10%

PH 845 242-2476 FX

$\Gamma \lambda$	
VN	PH688046

VIV 1 11005040		RS GREEN	
QTY	LUNIT DDICE	NET DDIOE	TOTAL
1 2023 DODGE CHARGER POLICE AWD LDEE48		NET PRICE	
1 FACTORY TO DEALER DESTINATION CHARGE	42,035.00	33,801.03	
		1,595.00	\$1,595.00
1 ERB-3.6 LITER V6 GAS ENGINE/DFT-8 SPEED AUTO TRANS	ļ		
1 PW7-WHITE KNUCKLE CLEARCOAT			
1 X5X9-HD FRONT CLOTH BUCKET SEATS/REAR VINYL BENCH	135.00		\$121.50
1 AWC-FLEET SAFETY GROUP	395.00	355.50	\$355.50
1 CW6-DEACTIVATE REAR DOORS/WINDOWS FROM INSIDE	85.00	76.50	\$76.50
1 GXF-6 KEY FOBS ALL FREQUENCY 1	160.00	144.00	\$144.00
1 LNF/LNX-LED SPOTLAMP LH SIDE	385.00	346.50	\$346.50
1 TBH-FULL SPARE RELOCATION BRACKET	165.00	148.50	\$148.50
1 AHM-LUMBAR SEAT LH SIDE/POWER RH SEAT	540.00	486.00	\$486.00
1 AFS-DEALER INSTALD WIRING HARNESS W/CIRC BRKR/TRUNKTRA	2,250.00	2,025.00	\$2,025.00
1 CODE3 21TR47A4 LIGHTBAR MATRIX - PROGRAMMABLE	2,736.00	2,462.40	\$2,462.40
1 CODE3 Z3 SIREN REMOTE	1,267.64	1,140.88	
1 SIREN AND SPEAKER INSTALLATION	1,207.04	\$ 350.00	\$1,140.88 \$350.00
1 CODE3 C3100CH SPEAKER	\$345.00	\$ 350.00	\$310.50
1 HAVIS C-VS-CHGR-CUP-ARMREST-CLA-MIC CLIPS CONSOLE	\$1,395.00	\$1,255.50	\$1,255.50
1 CONSOLE INSTALLATION	ψ1,333.00	\$350.00	\$350.00
1 (2)CODE3 CD3794RW RED/WHITE PROGRAMMABLE GRILLE LAMPS	\$390.00	\$351.00	\$350.00
1 (4) CODE3 MICROPACK RED/WHITE FRONT FENDERS AND 1/4 PANEL	\$790.00	\$711.00	\$711.00
1 INSTALL GRILLE, REAR AND ASSORTED BODYLAMPS	<b>47 50.50</b>	\$1,800.00	\$1,800.00
1 PROGRAM VISM MODULE FOR WIGWAG/FLASH BACK		\$150.00	\$150.00
1 (4) MICROPACK RED/BLUE REAR BUMPER	\$790.00	\$711.00	\$711.00
1 SETINA (4) LAMP LIGHTED PUSHBUMPER BK2007CGR15	\$1,069.00	\$962.10	\$962.10
1 INSTALL PUSHBUMPER WITH SIDE AND FRONT WHELEN RED/WHITE LAMF	PS	\$350.00	\$350.00
1 SETINA SKID PLATE FOR ENGINE OIL PAN SK0075CGR21V6	\$299.00	\$269.10	\$269.10
1 SETINA SKID PLATE FOR TRANSMISSION OIL PAN MK0707CGR21V6	\$329.00	\$296.10	\$296.10
1 INSTALLATION OF SKID PLATES		\$250.00	\$250.00
1 HAVIS POLE, MOUNT, POWER DOCKING STATION FOR TOUGHBOOK	\$2,218.00	\$1,996.20	\$1,996.20
1 INSTALLATION OF COMPUTER MOUNT AND ACCESSORIES		\$350.00	\$350.00
1 (4)ULTMC-RB RED/BLUE LAMPS UNDER TRUNK AND REAR BACKLIGHT	\$780.00	\$702.00	\$702.00
PUTNAM COUNTY	SUB TOTAL		\$53,867.31
	DELIVERY EXCISE TAX		\$200.00
	TOTAL		\$54,067.31

June 16, 2025 Rules Meeting

# #10

**FYI - Litigation Report**