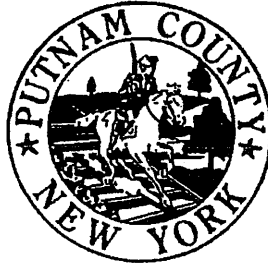


THE PUTNAM COUNTY LEGISLATURE

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

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



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

AGENDA AUDIT & ADMINISTRATION COMMITTEE MEETING TO BE HELD IN ROOM #318 PUTNAM COUNTY OFFICE BUILDING CARMEL, NEW YORK 10512

Members: Chairwoman Sayegh and Legislators Birmingham & Crowley

Monday **5:30pm** **June 23, 2025**

1. Pledge of Allegiance
2. Roll Call
3. Acceptance of Minutes – January 27, 2025
4. Correspondence/County Auditor
 - a. Sales Tax Report
 - b. OTB Report
 - c. Board In Revenue Report
 - d. Transfer/Revenue Report
 - e. 2025 Contingency/Sub-Contingency Report
5. Presentation – Putnam County Golf Course – Commissioner of Finance Michael Lewis & Commissioner of DGS John Tully
6. Correspondence – Commissioner of Finance
 - a. Approval – Budgetary Amendment 25A049 – Sheriff – BCI – Acknowledge Grant Award (Also reviewed in Protective)
 - b. Approval – Budgetary Amendment 25A050 – Finance – Receipt of State Aid for Indigent Legal Services
 - c. Approval – Budgetary Amendment 25A051 -- Finance – Funding for PCSPCA to be Recouped upon Receipt of Grant (Also reviewed in Rules)
 - d. Approval – Budgetary Amendment 25A052 -- DPW – Amend Capital Project 52405 – Sheriff Life Safety Systems Modernization (Also reviewed in Physical)

- e. **Approval - Budgetary Amendment 25A054 – Health Dept. – Incoming Funding from Nuvance for Tick Removal Kits (Also reviewed in Health)**
 - f. **Approval - Budgetary Amendment 25A055 – Planning Dept. – Correct State Aid Funding Source – NYSDOT Public Transportation Modernization & Enhancement Program (Also reviewed in Physical)**
 - g. **Approval - Budgetary Amendment 25A056 – Sheriff – Insurance Recoveries**
 - h. **Approval - Budgetary Amendment 25A057 – Youth Bureau – Furniture & Fixtures to Outfit New Facility**
- 7. **Approval - Fund Transfer 25T091 – Health Dept. – Payout Accruals for Interim Commissioner of Health (Also reviewed in Personnel)**
 - 8. **Approval - Fund Transfer 25T151 – Board of Elections – Clear Ballot BDF Creation (Also reviewed in Rules)**
 - 9. **Approval - Fund Transfer 25T152 – Senior Resources – Pay Differential for OSR Staff Working Out of Title (Also reviewed in Personnel)**
 - 10. **Approval - Fund Transfer 25T159 – Health Dept. – Temporary – Bring Back Retired Employee for Succession Training (Also reviewed in Personnel)**
 - 11. **Approval - Fund Transfer 25T160 – Health Dept. – Temporary – Bring Back Retired Employee (Also reviewed in Personnel)**
 - 12. **Approval - Fund Transfer 25T164 – Health Dept. – Payout Accruals for Retirement (Also reviewed in Personnel)**
 - 13. **Approval – Budgetary Transfer 25T165 – Finance – Railroad Station Maintenance Costs (Also reviewed in Physical)**
 - 14. **Approval - Fund Transfer 25T166 – Board of Elections – Tenex License (Also reviewed in Rules)**
- 15. **FYI – Guardrail & Property Damage Table**
 - 16. **Other Business**
 - 17. **Adjournment**

#3

**AUDIT & ADMINISTRATION COMMITTEE MEETING
HELD IN ROOM #318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512**

Members: Chairwoman Sayegh and Legislators Birmingham & Crowley

**Monday January 27, 2025
(Immediately following Rules & Physical Meetings beginning at 6:15pm)**

The meeting was called to order at 6:31pm by Chairwoman Sayegh who requested Legislator Birmingham lead in the Pledge of Allegiance. Upon roll call Legislators Birmingham and Crowley and Chairwoman Sayegh were present.

**Item #3 – Correspondence/County Auditor
a. Sales Tax Report**

Legislator Gouldman questioned when the exact numbers will be in for sales tax. He stated it looks like the County is under what was projected.

Legislator Birmingham stated he believes the sales tax revenue was over what was budgeted.

Commissioner of Finance Michael Lewis stated the number Legislator Gouldman is referring to is showing the actual amount in 2023 versus 2024. He stated there are two (2) more distributions in February that will be backdated to 2024.

Legislator Birmingham stated the sales tax revenue has come in over budget each year since 2019. He credited the Legislature as well as the former and current Administration for husbanding the County's sales tax revenue so well.

- b. OTB Report – Duly Noted**
- c. Transfer/Revenue Report – Duly Noted**
- d. 2025 Contingency/Sub-Contingency Report – Duly Noted**

**Item #4 – Correspondence/ Commissioner of Finance
a. Approval/ Budgetary Amendment 24A127/ Sheriff/ Deputy Outside
Services Reimbursement**

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

b. Approval/ Budgetary Amendment 24A129/ Health Dept./ Utilize ATUPA Funds toward Education

Chairwoman Sayegh made a motion to pre-file the necessary resolution; Seconded by Legislator Crowley. All in favor.

c. Approval/ Budgetary Amendment 24A130/ DPW/ Insurance Recovery/ Guardrail Damages (Also reviewed in Physical)

Chairwoman Sayegh made a motion to pre-file the necessary resolution; Seconded by Legislator Crowley. All in favor.

d. Approval/ Budgetary Amendment 24A131/ Sheriff/ Deputy Outside Services Reimbursement

Chairwoman Sayegh made a motion to pre-file the necessary resolution; Seconded by Legislator Crowley. All in favor.

e. Approval/ Budgetary Amendment 24A132/ Sheriff/ Deputy Outside Services Reimbursement

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

f. Approval/ Budgetary Amendment 24A134/ Finance/ Year End Journal Entry #1

Commissioner Lewis stated this is a bookkeeping necessity and there will be a few more before the books can be closed for 2024.

Legislator Birmingham questioned what would happen if these adjustments were not approved.

Commissioner Lewis stated it is possible that these line items would be overstated and over expended.

Legislator Birmingham questioned if there are any tools the Legislature could employ before it gets to this point. He stated perhaps if a line is reaching 90%, the department came before the Legislature to discuss it before it ends up on the year end journal entry to be funded.

Commissioner Lewis stated for the most part, the budget lines are monitored. He stated overtime reports are run and a note will be sent to the department if they are trending higher than expected.

Chairwoman Sayegh made a motion to pre-file the necessary resolution; Seconded by Legislator Crowley. All in favor.

**g. Approval/ Budgetary Amendment 24A135/ County Attorney/
Outstanding Legal Services for Remainder of 2024**

Commissioner Lewis stated the County Attorney had a budget of \$300,000 and came before the Committee twice for additional funding totaling \$200,000 which they have also exhausted. He stated a good amount of it has gone toward Harris Beach, the firm working on the Peekskill Hollow Road project litigation. He stated the other law firm used was for contracts that have been settled and there are some other miscellaneous expenses as well. He stated this is another request for \$150,000 to pay bills for services rendered.

Chairwoman Sayegh stated she was taken aback to see this request for \$150,000. She stated in October the Law Department requested \$150,000 and at that point stated it would cover their legal services through the end of the year. She stated that request was considered with some hesitation but it was approved. She stated the Law Department submitted an additional request in December for another \$50,000. She stated this was passed as well because the Legislature wanted to ensure outside counsel was being paid. She stated this request now is excessive and the taxpayers deserve to see details pertaining to these expenditures. She stated the original budget line plus all the additional funding requested brings the legal services line to about \$650,000 for 2024 which is unprecedented over the past 10 years. She stated the budget for the attorneys in the Law Department is about \$2.1 million. She stated much of the information on the invoices is illegible and requested clear copies along with the invoices for the entire year of 2024. She stated the Law Department spent more than double their budgeted legal services line and the taxpayers deserve to know why. She stated there are seven (7) lawyers in the Law Department and this much work is being farmed out to be done by outside counsel.

Legislator Crowley stated \$250,000 went to Harris Beach for the Peekskill Hollow Road project litigation and \$100,000 went to Roemer Wallens for contract settlement. She stated these greatly contributed to the increased expenditures and are not things that will happen every year. She stated the Peekskill Hollow Road project litigation has been going on for a while and the Law Department has done a good job with this unexpected litigation.

Legislator Gouldman agreed with Legislator Crowley. He stated Peekskill Hollow Road is the largest road in Putnam County. He stated when the contractors walked off the job they left behind potential hazards along the roadway, and it is fortunate there were no incidents. He stated \$250,000 for this litigation was an unexpected but necessary expense.

Chairwoman Sayegh stated a better estimation could have been made when preparing the 2024 budget, anticipating some of these expenses.

Legislator Jonke stated the Peekskill Hollow Road project litigation began in 2023, therefore it could have been accounted for in the 2024 budget. He questioned what the invoice from Murtagh, Cossu, Venditti & Castro-Blanco, LLP was related to.

First Deputy County Attorney John Cherico stated any matters discussed pertaining to this agenda item should properly be taken into executive session. He stated he anticipates questions to be raised related to pending litigation and it would be inappropriate to discuss it in an open forum.

Legislator Jonke stated he will change his question, part of it pertains to litigation that is no longer active.

First Deputy County Attorney Cherico stated it is still a litigation matter and they have to be careful not to break attorney-client privilege. He stated the discussion can be had in executive session and it would be inappropriate to discuss it in public.

Legislator Jonke stated he will send a confidential memorandum.

Legislator Montgomery stated there is a legal service fee for a project in the district, the radio system, which has been a complicated process and has been ongoing. She stated another invoice could possibly be related to the Agricultural District, which is something the Legislature imposed on themselves.

Chairwoman Sayegh questioned Legislative Counsel Conrad Pasquale if it is appropriate to be speaking about specific cases.

Senior Deputy County Attorney Conrad Pasquale stated the name of the litigation is public information. He stated any specifics would have to be discussed in executive session.

Legislator Ellner clarified that the litigation pertaining to the Agricultural District, as mentioned by Legislator Montgomery, is being handled in house and therefore no legal services funds have been spent on it.

Senior Deputy County Attorney Heather Abissi stated that is correct, she is the attorney handling that matter.

Legislator Crowley stated NYMIR, the County's insurance carrier, requires the County to use outside counsel on certain issues.

Legislator Jonke stated there is a bill in the amount of \$52,000 for the litigation that the County Executive launched against the Legislature, which was then aborted. He stated there is a bill totaling about \$35,000 were for the work done to attack Legislative Counsel Rob Firriolo. He stated that is where the money is being spent, not the Agricultural District. He stated he would also like to point out that the County Attorney

has not been at a Legislative Meeting in almost a year. He questioned why more of this work is not being done in-house. He stated the taxpayers are paying for this.

Legislator Montgomery stated the taxpayers are also paying for the work done by the Law Department. She stated she appreciates that Legislative Counsel Rob Firriolo is not present this evening.

Legislator Birmingham stated as Commissioner Lewis stated, these bills need to be paid. He stated to the extent that more information might be needed, it can be requested. He questioned what the deadline is to consider 2024 items to avoid getting a note in the audit report. He stated the concerns on both sides are important and they should be discussed, but the bills do need to be paid.

Commissioner Lewis stated the audit is done at the end of March and will be presented in the summer.

Legislator Crowley echoed Legislator Birmingham's comments. She stated the bills need to be paid.

Chairwoman Sayegh made a motion to table Budgetary Amendment 24A135 to the Rules, Enactments, & Intergovernmental Relations Committee; Seconded by Legislator Birmingham.

Legislator Birmingham questioned if tabling this item to the Rules Committee Meeting in a few weeks would burden any of the contractors waiting for their invoices to be paid.

First Deputy County Attorney Cherico stated he does not believe it would burden the contractors.

Commissioner Lewis stated consideration of this item at the February Rules Committee Meeting would bring it to the March Full Legislative Meeting if approved, therefore access to the funding would not be available until early March.

Legislator Jonke requested clarification from First Deputy County Attorney Cherico about what can be discussed when this is considered next month. He questioned if there is confidential material in the bill that he cannot ask questions about in an open meeting.

First Deputy County Attorney Cherico questioned if there is a reason it would be inappropriate to address the questions in executive session.

Legislator Jonke stated it would be more transparent for the public to have the discussion in the open meeting.

First Deputy County Attorney Cherico suggested presenting the questions to the Law Department in advance of the meeting to ensure nothing is said in public that should remain confidential.

Legislator Jonke questioned if it is inappropriate to discuss a bill without talking about the specific details of the case.

First Deputy County Attorney Cherico stated the discussion may delve into some details of the case and it is important to remain vigilant not to disclose confidential information.

Senior Deputy County Attorney Heather Abissi stated it really depends on the content of the question that is raised, because the confidentiality of the information pertaining to the case or the confidentiality of the parties involved must be protected. She stated a confidential memorandum could be sent and all questions would be answered.

Legislator Jonke stated he would like to know if the \$52,000 bill to Murtagh, Cossu, Venditti & Castro-Blanco, LLP was for the lawsuit filed by the County Executive against the Legislature.

Senior Deputy County Attorney Abissi stated she cannot comment on what specifically that firm did for the County Executive; the County Executive would have to provide that information.

Legislator Jonke stated the Law Department is submitting for payment.

Senior Deputy County Attorney Abissi stated as a matter of legal obligation, the Law Department submits the bill. She stated once the County Executive raised a matter of conflict, the Law Department had to provide counsel.

Legislator Jonke questioned if the Law Department paid the bill for the Legislature's counsel as well.

Senior Deputy County Attorney Abissi stated yes, the bill to Wallens was paid as well.

Legislator Jonke stated he is referring to Mr. Hollis.

Senior Deputy County Attorney Abissi stated to her knowledge Mr. Hollis was not appointed as counsel.

Legislator Jonke stated he was appointed by the Legislature and that bill was not paid.

Senior Deputy County Attorney Abissi stated Mr. Wallens was appointed as conflict counsel. She stated when the County Executive raised the fact that there was a conflict, the County Attorney recognized this is subject matter that involved his role and therefore recused himself and appointed conflict counsel. She stated this was long before Mr. Hollis was involved.

Legislator Jonke questioned if Senior Deputy County Attorney Abissi understood why the Legislature appointed Mr. Hollis instead of going with counsel appointed by the County Attorney.

Senior Deputy County Attorney Abissi stated candidly, she does not. She stated the appointed counsel has been used by the County for years in many different capacities.

Legislator Jonke stated he believes that because the appointed counsel is working under the umbrella of the County Attorney, it would not be a clean representation.

Senior Deputy County Attorney Abissi stated the reason there is a bank of attorneys that the County Attorney selects from is because they submit RFPs through the rolling RFP process. She stated part of that is the agreement to the government rate, therefore there is a cap on how much is spent, and ensuring there is no conflict with other matters.

Chairwoman Sayegh made a motion to table Budgetary Amendment 24A135 to the Rules, Enactments, & Intergovernmental Relations Committee; Seconded by Legislator Birmingham. One nay – Legislator Crowley. Motion carries.

Item #5 – Approval/ Fund Transfer 24T520/ Dept. of Social Services/ Cover Year End Costs

Chairwoman Sayegh made a motion to approve Fund Transfer 24T520; Seconded by Legislator Crowley. All in favor.

Item #6 – Approval/ Fund Transfer 24T523/ Dept. of Social Services/ Cover Year End Costs

Chairwoman Sayegh made a motion to approve Fund Transfer 24T523; Seconded by Legislator Birmingham. All in favor.

Item #7 – Approval/ Fund Transfer 24T530/ Dept. of Social Services/ Cover Balance of December Rent Supplement Program

Chairwoman Sayegh made a motion to pre-file the necessary resolution; Seconded by Legislator Crowley. All in favor.

Item #8 – Approval/ Fund Transfer 25T013/ Probation/ Cover Temp Position

Director of Probation John Osterhout stated they have had difficulty filling this position over the past few years. He stated he appreciates that in this year's budget the Legislature agreed to upgrade the position, which will hopefully make it easier to fill. He stated the person in the position retired at the end of October, and he did not yet know that would happen when the budget was being prepared. He stated the retired employee

has agreed to come back three (3) days per week to handle the technical aspects of the position and will train the new employee once they are hired. He stated \$15,000 would cover the temporary line through June. He stated the position has been offered to someone and he is hoping they can start in February. He stated if that works out, they would only need about \$9,000.

Legislator Birmingham requested a brief overview of the ignition interlock system and how it works. He stated this is a vital program.

Director Osterhout stated the ignition interlock is something New York State imposed on anyone convicted of a DWI. He stated this employee monitors the installation of the device and any violations during their probation period.

Chairwoman Sayegh made a motion to pre-file the necessary resolution; Seconded by Legislator Crowley. All in favor.

Item #9 – Approval/ Fund Transfer 25T015/ Dept. of Mental Health & Social Services/ Training Hours for Fiscal Manager

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

Item #10 – Approval/ Fund Transfer 25T021/ Sheriff/ Reclassification of Deputy Lieutenant to Deputy Sheriff 1st Sergeant

Commissioner Lewis stated this was an administrative oversight. He stated this corrects the personnel line and will result in cost savings.

Legislator Crowley questioned if there was a larger cost savings because three (3) positions were budgeted for.

Commissioner Lewis stated he would look into that.

Chairwoman Sayegh made a motion to pre-file the necessary resolution; Seconded by Legislator Crowley. All in favor.

Item #11 – Approval/ Authorization for Legislators to Attend February NYSAC Conference

Legislator Birmingham stated he will be attending the NSYAC conference. He stated NYSAC is an advocate for the counties. He stated he has attended these conferences in the past and has learned a lot from them.

Chairwoman Sayegh stated these conferences are certainly time well spent.

Chairwoman Sayegh made a motion to pre-file the necessary resolution; Seconded by Legislator Crowley. All in favor.

Item #12 – Discussion/ Putnam County’s Request to Extend the 1% Increased County Sales Tax for an Additional 3 Years

Chairwoman Sayegh stated this extension is considered every few years. She recognized Legislator Birmingham to speak to his ideas related to this item.

Legislator Birmingham thanked County Executive Byrne for bringing this to the Legislature’s attention this early in the year. He stated it is important to make a request to the State now because once approved it will need the State Legislature’s approval as well. He stated of the 8.375% sales tax rate, the County keeps 3% and this extension allows counties to collect an additional percentage of sales tax. He stated in 2005 he was on the Legislature and they enacted a 0.5% sales tax increase, which he voted for at the time as a result of the state of the economy. He stated since that time, the County has increased that percentage to a full 1% and each of those times he voted against the extension. He stated presently, the County has a surplus fund balance. He suggested requesting a sales tax extension of 0.5% because the County is in such a healthy financial condition. He stated the topic of sharing sales tax with towns and villages has been a discussion for many years and the money being shared is not County funds, it is taxpayer money. He stated he would rather see the County give that money directly back to the taxpayers through direct sales tax relief. He stated he will speak with Commissioner of Finance Michael Lewis and County Executive Byrne about this as well. He stated rather than give the money to another level of government, he would like to see it given directly back to the taxpayers. He stated the resolution drafted by the Law Department is requesting a 3-year extension, which is what is typically requested although the State usually approves a 2-year extension. He stated 0.5% sales tax would come to about \$11 million. He stated this is a lot of money, but the budget to fund balance ratio would still be higher than it has ever been without that \$11 million. He stated he is not in favor of a full 1% sales tax extension.

Chairwoman Sayegh requested that Commissioner Lewis weigh in on this matter.

Commissioner Lewis stated 1% of sales tax equals about \$22 million annually. He stated a 2-year or 3-year extension, would be \$44 million or \$66 million over that time span, respectively. He stated by not supporting the 1% the bond rating could be jeopardized. He stated contracts are being settled, there is debt service cost. He stated it could be difficult to bounce back from a \$22 million loss. He stated over the past couple of years he has taken this surplus and put it into assigned pots of money, one being the capital reserve, which has allowed the County to invest about \$14 million into its capital infrastructure without having to go out to bond. He stated not having to bond saves the County in the long run. He stated the County has mandated costs such as health insurance and retirement costs. He stated the County Executive currently has a committee looking into how to enhance the employee’s share of the health insurance cost to try to deal with retention issues.

Legislator Crowley stated she had similar concerns. She stated the employee health insurance reduction will be impactful on the County's budget. She stated she would like to see taxes go down, but these are real concerns to take into consideration. She stated the County is in a good financial position, and it is important to maintain our financial standing.

Commissioner Lewis stated there are other mandated costs as well such as the FMAP (Federal Medical Assistance Percentage) subsidy that was lost, leaving the County responsible for about \$10 million. He stated Pre-K costs are rising as well.

Legislator Ellner stated lowering the sales tax amount keeps the money with the residents. He provided an example of buying a car and the customer saving on the sales tax of such a large purchase. He stated once this type of legislation is enacted it is relied on. He stated he would like to eliminate the entire 1% extension. He stated he believes it would enforce judicious management and people would have to really respect their budgets and do what is necessary. He stated to Commissioner Lewis' credit, he was able to generate \$7 million by changing the County's investment policy. He stated he would like to provide tax relief to everyone. He stated the other part of it is if people have more money in their pocket, they have more money to spend.

Legislator Montgomery stated in 2023 Legislator Ellner voted for the 1% extension and she questioned what has changed between then and now.

Legislator Ellner stated he has now seen the trends and the County has been able to generate more income due to the investment instruments that have been implemented.

Legislator Montgomery stated she has voted against the extension each time it was before her. She stated the resolution before the Committee is misleading and requested the first paragraph be revised. She stated it references ongoing fiscal challenges facing Putnam County, which she believes should be changed since the County is now in good financial standing. She questioned what the fund balance is.

Commissioner Lewis stated the undesignated fund balance is \$78 million.

Legislator Birmingham stated the total assigned fund balance is \$56 million and when added to the \$78 million undesignated fund balance it equals about \$134 million total fund balance. He stated changing the assigned fund balance is a legislative function and can be done.

Legislator Montgomery stated she believes this resolution was written at a time when the County did not have surplus funds, especially in sales tax revenue. She stated a lot of sales tax is generated in her legislative district and they do not see any services in return. She stated there are many restaurants, grocery stores, liquor stores, etc. She stated tourism is pushed on her district and no relief is offered; it is a health crisis at this point. She stated out of the 62 counties in New York State, Putnam is one of few that

does not share sales tax with the local municipalities. She reviewed the sales tax sharing practices of nearby counties.

Commissioner Lewis stated counties with cities are mandated to share sales tax. He stated to balance the 2024 budget, the following was used: \$3.7 million of general fund appropriated fund balance, \$1.5 million of the retirement reserve because pensions costs were rising, and \$5.2 million from future capital projects. He stated that surplus was reinvested into the 2024 budget.

Legislator Addonizio stated there are car dealerships in Brewster, Carmel, and Mahopac and these generate a great deal of sales tax.

Legislator Birmingham stated sales tax on a vehicle is recorded where the vehicle is registered, not where it is purchased. He stated over the last five (5) years over \$400 million in sales tax has been collected in Putnam County, of which roughly \$53 million was surplus and not budgeted. He stated the County has the sales tax break for clothing and footwear purchases under \$110 and he would like to supplement that with a further sales tax break. He questioned if the budget has been greatly impacted since that sales tax break was implemented.

Commissioner Lewis stated he is working with the State to get those figures.

Legislator Ellner stated the two (2) biggest sales tax generators are vehicle sales and gasoline. He stated something that is unique about Putnam County is that the County makes the towns, villages, and school districts whole if there are any unpaid taxes. He questioned if other counties do that.

Commissioner Lewis stated he believes in Westchester it is the opposite. He stated the surplus has also been utilized in investment tools.

Legislator Gouldman stated he believes it is a good idea to reduce the burden on the taxpayers. He stated residents are paying too much to live in New York and are being overtaxed on everything. He stated he would prefer lowering property taxes rather than sales tax. He stated his constituents have voiced concern over their property taxes, but he has not heard any feedback regarding sales tax. He stated he believes sales tax relief will not be as impactful to residents because many leave the county to shop. He stated \$11 million (estimated value of 0.5% sales tax reduction) would go a long way to lower property tax.

Legislator Jonke stated \$11 million is about 25% of the County tax bill. He stated when residents complain about their taxes, they are mostly referring to the school tax, which the County has no impact on. He stated in his Legislative district he has three (3) car dealerships and the Highlands shopping center which is home to Kohl's and Home Depot, among other stores. He stated he has never requested more because of what is generated in his district because everyone is in this together. He stated two (2) years ago he suggested lowering the tax levy by \$500,000. He stated it has now been two (2)

years that the County has given property tax relief to the taxpayers of this County. He stated now it is time to provide relief to residents who may not own property here. He stated a sales tax reduction is an instant savings on each transaction. He stated the County has the funds to be able to provide this relief and he suggested a 3/8% reduction.

Chairwoman Sayegh stated the sales tax report shows the trend that was clearly impacted by the Wayfair litigation. She stated much of the sales tax collected is from online purchases. She questioned who wrote the attached resolution.

Senior Deputy County Attorney Pasquale stated the Law Department provided the resolution and can make any further amendments if necessary.

Chairwoman Sayegh stated she would not be in favor of doing away with the entire 1% but would be more comfortable with a 0.75% extension. She stated Dutchess County and Orange County both have 1/8%.

Legislator Montgomery stated she hopes the resolution can be revised to better reflect the current financial position of Putnam County because it is misleading as-is. She stated she would like to direct this extra 1% to local police departments, fire departments, ambulance corps, etc. She stated she has voted no for this extension in the past and read minutes from previous meetings where this was being considered.

Legislator Birmingham stated he has been the lone voice in the past on many considerations, including the sales tax extension. He stated the County is in a different place than it was in 2005 when he first voted in favor of the 0.50% increase. He stated this is a good discussion and he hopes the Legislature can come to an agreement.

Legislator Gouldman questioned how much the sales tax exemption for clothing and footwear sales under \$110 has impacted the County.

Commissioner Lewis stated he is working with the State to get those figures.

Legislator Addonizio stated it is a hard thing to quantify because people may have purchased more items knowing there was a break on the sales tax.

Chairwoman Sayegh stated Putnam County is also one of the few counties that provides ALS (Advanced Life Support) services for the towns and villages. She stated this has been a great discussion this evening and it will be revisited at a future meeting.

Item #13 – FYI/ Guardrail & Property Damage Table – Duly Noted

Item #14 – Other Business

a. Approval/ Fund Transfer 24T534/ Health Dept./ Preschool Care

Chairwoman Sayegh made a motion to waive the rules and accept the other business; Seconded by Legislator Crowley. All in favor.

Commissioner Lewis stated the fees have increased.

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

Item #15 – Adjournment

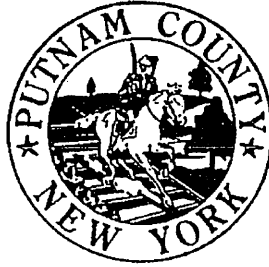
There being no further business at 8:11pm, Chairwoman Sayegh made a motion to adjourn; Seconded by Legislator Crowley. All in favor.

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*
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AGENDA AUDIT & ADMINISTRATION COMMITTEE MEETING TO BE HELD IN ROOM #318 PUTNAM COUNTY OFFICE BUILDING CARMEL, NEW YORK 10512

Members: Chairwoman Sayegh and Legislators Birmingham & Crowley

Monday January 27, 2025
(Immediately following Rules & Physical Meetings beginning at 6:15pm)

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Correspondence/County Auditor**
 - a. Sales Tax Report**
 - b. OTB Report**
 - c. Transfer/Revenue Report**
 - d. 2025 Contingency/Sub-Contingency Report**
- 4. Correspondence/ Commissioner of Finance**
 - a. Approval/ Budgetary Amendment 24A127/ Sheriff/ Deputy Outside Services Reimbursement**
 - b. Approval/ Budgetary Amendment 24A129/ Health Dept./ Utilize ATUPA Funds toward Education**
 - c. Approval/ Budgetary Amendment 24A130/ DPW/ Insurance Recovery/ Guardrail Damages (Also reviewed in Physical)**
 - d. Approval/ Budgetary Amendment 24A131/ Sheriff/ Deputy Outside Services Reimbursement**
 - e. Approval/ Budgetary Amendment 24A132/ Sheriff/ Deputy Outside Services Reimbursement**

- f. Approval/ Budgetary Amendment 24A134/ Finance/ Year End Journal Entry #1**
 - g. Approval/ Budgetary Amendment 24A135/ County Attorney/ Outstanding Legal Services for Remainder of 2024**
- 5. Approval/ Fund Transfer 24T520/ Dept. of Social Services/ Cover Year End Costs**
- 6. Approval/ Fund Transfer 24T523/ Dept. of Social Services/ Cover Year End Costs**
- 7. Approval/ Fund Transfer 24T530/ Dept. of Social Services/ Cover Balance of December Rent Supplement Program**
- 8. Approval/ Fund Transfer 25T013/ Probation/ Cover Temp Position**
- 9. Approval/ Fund Transfer 25T015/ Dept. of Mental Health & Social Services/ Training Hours for Fiscal Manager**
- 10. Approval/ Fund Transfer 25T021/ Sheriff/ Reclassification of Deputy Lieutenant to Deputy Sheriff 1st Sergeant**
- 11. Approval/ Authorization for Legislators to Attend February NYSAC Conference**
- 12. Discussion/ Putnam County's Request to Extend the 1% Increased County Sales Tax for an Additional 3 Years**
- 13. FYI/ Guardrail & Property Damage Table**
- 14. Other Business**
- 15. Adjournment**

Sales Tax	+or(-) Same Period											
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
January	\$ 3,910,113	\$ 4,117,955	\$ 4,235,351	\$ 4,472,651	\$ 4,699,597	\$ 4,966,930	5,536,978	4,810,372	6,071,784	6,673,020	7,112,139	7,785,254
February	3,270,383	3,234,919	3,828,416	3,797,974	4,062,844	4,228,841	4,573,894	4,483,277	5,047,591	5,979,925	6,138,980	5,833,205
March	5,708,091	4,670,041	5,932,547	5,174,049	5,383,664	5,792,011	5,949,514	8,065,989	8,250,002	7,952,761	7,642,006	5,854,261
April**	4,077,701	4,248,878	4,354,716	4,344,286	4,696,971	4,674,670	3,538,226	5,264,056	6,424,074	6,652,126	6,581,464	7,624,148
May	5,793,860	6,075,331	5,946,190	6,367,505	6,807,221	7,425,730	5,011,290	7,975,256	9,113,026	10,361,506	8,845,599	6,559,264
June	4,053,988	3,621,035	4,666,527	3,983,941	4,182,456	4,557,885	5,146,439	6,789,670	4,685,857	5,311,513	5,512,815	ONE MORE PYMT DUE END OF JUNE
July	4,320,542	4,558,502	4,372,322	4,952,664	4,835,632	5,266,612	4,871,906	6,094,635	6,393,098	6,737,854	7,635,468	
August	4,179,098	4,312,904	4,286,170	4,754,633	4,815,929	5,368,556	4,918,555	6,017,886	6,254,546	6,609,400	6,963,785	
September	5,997,983	5,347,273	6,377,884	5,821,648	7,067,806	7,331,396	9,125,106	8,508,962	8,459,469	9,682,066	8,395,971	
October	4,179,344	4,311,976	4,555,008	4,449,271	4,840,611	5,244,815	4,917,403	5,730,039	6,397,048	6,520,201	6,701,109	
November*	4,513,878	4,190,564	4,407,709	4,616,873	4,715,091	4,959,534	4,492,906	5,514,058	6,265,506	6,722,976	6,853,597	
December	5,881,014	5,264,022	6,092,242	6,056,492	7,037,269	6,186,904	8,678,973	8,798,537	8,601,579	9,246,964	6,878,953	
Actual	\$ 55,885,996	\$ 53,953,400	\$ 59,055,082	\$ 58,791,988	\$ 63,145,092	\$ 66,003,884	66,761,192	78,052,738	81,963,580	88,450,310	85,261,887	33,656,133
Budget/(Rev)	\$ 55,885,996	\$ 53,953,400	\$ 54,739,000	\$ 58,887,699	\$ 63,145,092	\$ 66,003,871	65,705,798	61,765,294	65,000,000	76,060,632	78,150,000	79,319,718
Over/(Under)Budget	(0)	(0)	4,316,082	(95,711)	(0)	13	1,055,394	16,287,444	16,963,580	12,389,678	7,111,887	(45,663,585) (2,664,056)

#4a

#4c

[illegible]

2025 Transfer/Revenue Report - May

YEAR PER REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025 5 25T123	Personnel	10143000	54640		EDUCATION AND TRAINING	1,250.00	C	PURCHASE DESK
2025 5 25T123	Personnel	10143000	52110		FURNITURE AND FURNISHINGS	1,250.00	D	PURCHASE DESK
2025 5 25T124	Mental Health Legal	10431000	54329		PROMOTIONAL MATERIALS	150.00	D	PURCHS FOR MH COMM EVENTS
2025 5 25T124	Mental Health Legal	10431000	54640		EDUCATION AND TRAINING	150.00	C	PURCHS FOR MH COMM EVENTS
2025 5 25T125	OSR	10677900	52180		OTHER EQUIPMENT	2,160.00	C	BIOMETRIC TIME CLOCK LEASE
2025 5 25T125	OSR	10677900	54560		EQUIP RENTAL LEASE	2,160.00	D	BIOMETRIC TIME CLOCK LEASE
2025 5 25T126	EMS Fed	10398901	52650	10200	MOTOR VEHICLES	130.00	D	UTV PURCHASE
2025 5 25T126	EMS Fed	10398901	54370	10200	AUTOMOTIVE	130.00	C	UTV PURCHASE
2025 5 25T127	DSS	10101000	52110		FURNITURE AND FURNISHINGS	150.00	D	TO PURCHASE STANDING DESK
2025 5 25T127	DSS	10101000	54989		MISCELLANEOUS	150.00	C	TO PURCHASE STANDING DESK
2025 5 25T128	Highway Admin	10149000	54310		OFFICE SUPPLIES	150.00	C	TO CVR INCR MEMBRSHIP F
2025 5 25T128	Highway Admin	10149000	54313		BOOKS AND SUPPLEMENTS	150.00	D	TO CVR INCR MEMBRSHIP F
2025 5 25T129	Golf	10085000	54646		CONTRACTS	8,700.00	C	TRANSFER FOR SELECTIVE INSURAN

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YEAR	PER	REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025	5	25T129	Golf	10085000	54800		INSURANCE	8,700.00	D	TRANSFER FOR SELECTIVE INSURAN
2025	5	25T129	Golf	10085000	54646		CONTRACTS	100.00	C	TRANSFER FOR SELECTIVE INSURAN
2025	5	25T129	Tilly Foster	10084000	54646	10137	CONTRACTS	2,000.00	C	TRANSFER FOR SELECTIVE INSURAN
2025	5	25T129	Tilly Foster	10084000	54800	10137	INSURANCE	2,100.00	D	TRANSFER FOR SELECTIVE INSURAN
2025	5	25T130	Youth Bureau	10731000	54989		MISCELLANEOUS	150.00	C	FIRST AID SUPPLIES FOR YOUTH
2025	5	25T130	Youth Bureau	10731000	54330		MEDICAL SUPPLIES	150.00	D	FIRST AID SUPPLIES FOR YOUTH
2025	5	25T131	Highway Road Machinery	10513000	54783		LICENSING SOFTWARE	980.00	D	TO COVER INC IN SOFTWARE
2025	5	25T131	Highway Road Machinery	10513000	54370		AUTOMOTIVE	980.00	C	TO COVER INC IN SOFTWARE
2025	5	25T132	Real Property	10135500	54680		DATA PROCESSING	150.00	C	PURCHASE TABLE LEGS
2025	5	25T132	Real Property	10135500	54410		SUPPLIES AND MAT	150.00	D	PURCHASE TABLE LEGS
2025	5	25T133	DSS Overhead	10120000	54310		OFFICE SUPPLIES	59.00	D	WALL RACKS
2025	5	25T133	DSS Overhead	10120000	51094		TEMPORARY	59.00	C	WALL RACKS
2025	5	25T133	DSS Overhead	10120000	52110		FURNITURE AND FURNISHINGS	2,749.00	D	COMMISS ASSIST OFF FURNITURE
2025	5	25T133	DSS Overhead	10120000	51094		TEMPORARY	2,749.00	C	COMMISS ASSIST OFF FURNITURE

YEAR	PER	REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025	5	25T134	Mental Health Legal	10431000	54310		OFFICE SUPPLIES	750.00	C	MH FORUM REFSHMTS
2025	5	25T134	Mental Health Legal	10431000	54989		MISCELLANEOUS	750.00	D	MH FORUM REFSHMTS
2025	5	25T135	EMS Dispatch	13398900	54989		MISCELLANEOUS	1,000.00	C	ADD MONEY TO TEMP LINE
2025	5	25T135	EMS Dispatch	13398900	51094		TEMPORARY	1,000.00	D	ADD MONEY TO TEMP LINE
2025	5	25T136	Probation	10314000	54675		TRAVEL	100.00	D	EZ PASS REPLENISH
2025	5	25T136	Probation	10314000	54152		MEDICAL EXAMS TESTING	100.00	C	EZ PASS REPLENISH
2025	5	25T138	Early Intervention	10405900	52110		FURNITURE AND FURNISHINGS	250.00	C	CELL PHONE FOR SERVICE COORDS
2025	5	25T138	Early Intervention	10405900	54635		CELLPHONES	250.00	D	CELL PHONE FOR SERVICE COORDS
2025	5	25T139	DSS Admin	10102000	54783	10229	LICENSING SOFTWARE	1,224.00	D	GETTY IMAGES PURCHASE
2025	5	25T139	DSS Admin	10102000	54989	10229	MISCELLANEOUS	2,360.00	D	FOSTER CARE EVENT AT TILLY
2025	5	25T139	DSS Admin	10102000	54410	10229	SUPPLIES AND MAT	2,360.00	C	FOSTER CARE EVENT AT TILLY
2025	5	25T139	DSS Admin	10102000	54329	10229	PROMOTIONAL MATERIALS	1,224.00	C	GETTY IMAGES PURCHASE
2025	5	25T140	Judicial	10116200	54410		SUPPLIES AND MAT	1,000.00	C	TO PROPERLY ALLOCATE JAN SUPPL
2025	5	25T140	Judicial	10116200	54419		JANITORIAL SUPPLIES	1,000.00	D	TO PROPERLY ALLOCATE JAN SUPPL

YEAR	PER	REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025	5	25T141	EMS Fed	10398901	54370	10200	AUTOMOTIVE	1.00	C	ADD FUNDS FOR UTV
2025	5	25T141	EMS Fed	10398901	52650	10200	MOTOR VEHICLES	1.00	D	ADD FUNDS FOR UTV
2025	5	25T142	DSS Overhead	10120000	54313		BOOKS AND SUPPLEMENTS	50.00	D	NYPWA DUES
2025	5	25T142	DSS Overhead	10120000	54989		MISCELLANEOUS	50.00	C	NYPWA DUES
2025	5	25T143	Youth Bureau	10731000	54310		OFFICE SUPPLIES	1,000.00	C	YTH PROMO ITEMS FOR EVENTS
2025	5	25T143	Youth Bureau	10731000	54329		PROMOTIONAL MATERIALS	1,000.00	D	YTH PROMO ITEMS FOR EVENTS
2025	5	25T144	Board of Elections	10145000	54311		PRINTING AND FORMS	80.00	C	ALARM PERMIT FEES
2025	5	25T144	Board of Elections	10145000	54898		OTHER MAINT SERV	80.00	D	ALARM PERMIT FEES
2025	5	25T145	Highway - Parks	10711000	54783		LICENSING SOFTWARE	1,250.00	C	CASH REGISTER PURCHASES
2025	5	25T145	Highway - Parks	10711000	52120		OFFICE EQUIPMENT	1,250.00	D	CASH REGISTER PURCHASES
2025	5	25T146	OEOP CAC	22070000	52110	10221	FURNITURE AND FURNISHINGS	1,100.00	D	TO PURCHASE BLINDS & TRIM @CAC
2025	5	25T146	OEOP CAC	22070000	52650	10221	MOTOR VEHICLES	1,100.00	C	TO PURCHASE BLINDS & TRIM @CAC
2025	5	25T147	Jail Maintenance	10011000	54751		GROUNDS	1,000.00	C	BATTERIES FOR AED IN JAIL
2025	5	25T147	Jail Maintenance	10011000	54300		MISC SUPPLIES	1,000.00	C	BATTERIES FOR AED IN JAIL

YEAR PER REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025 5 25T147	Corrections	10315000	54330		MEDICAL SUPPLIES	2,000.00	D	BATTERIES FOR AED IN JAIL
2025 5 25T148	OSR	10762000	54410		SUPPLIES AND MAT	2,400.00	C	ORKIN AND HOODZ INVOICES
2025 5 25T148	OSR	10677400	54710		MAINT AND REPAIRS	2,400.00	D	ORKIN AND HOODZ INVOICES
2025 5 25T149	Board of Elections	10145000	54311		PRINTING AND FORMS	895.00	C	SCANNERS
2025 5 25T149	Board of Elections	10145000	52120		OFFICE EQUIPMENT	895.00	D	SCANNERS
2025 5 25T150	Health Admin	10401000	52110		FURNITURE AND FURNISHINGS	610.00	C	CAMERA, MICROPHONE
2025 5 25T150	Health Admin	10401000	52130		COMPUTER EQUIPMENT	610.00	D	CAMERA, MICROPHONE
2025 5 25T153	Legislature	10101001	54783		LICENSING SOFTWARE	40.00	D	PURCHASE KEYBOARD/MOUSE/ADAPTE
2025 5 25T153	Legislature	10101001	54989		MISCELLANEOUS	40.00	C	PURCHASE KEYBOARD/MOUSE/ADAPTE
2025 5 25T154	Health ATUPA	12023000	54646		CONTRACTS	1,000.00	C	ATUPA COMPLIANCE CKS
2025 5 25T154	Health ATUPA	12023000	58002		SOCIAL SECURITY	115.00	D	ATUPA COMPLIANCE CKS
2025 5 25T154	Health ATUPA	12023000	54310		OFFICE SUPPLIES	115.00	C	ATUPA COMPLIANCE CKS
2025 5 25T154	Health ATUPA	12023000	51093		OVERTIME	475.00	D	ATUPA COMPLIANCE CKS
2025 5 25T154	Health ATUPA	12023000	51093		OVERTIME	1,000.00	D	ATUPA COMPLIANCE CKS

YEAR	PER	REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025	5	25T154	Health ATUPA	12023000	54310		OFFICE SUPPLIES	475.00	C	ATUPA COMPLIANCE CKS
2025	5	25T155	DSS Overhead	10120000	54310		OFFICE SUPPLIES	40.00	C	PURCHASE IPRODUCTS POWER CORD
2025	5	25T155	DSS Overhead	10120000	54783		LICENSING SOFTWARE	40.00	D	PURCHASE IPRODUCTS POWER CORD
2025	5	25T156	DSS Overhead	10120000	54989		MISCELLANEOUS	120.00	C	TO PURCHASE MICROWAVE
2025	5	25T156	DSS Overhead	10120000	52170		KITCHEN EQUIPMENT	120.00	D	TO PURCHASE MICROWAVE
2025	5	25T157	Health - Recycling	10816000	54675		TRAVEL	400.00	D	MILEAGE REIMBURSEMENT
2025	5	25T157	Health - Recycling	10816000	54313		BOOKS AND SUPPLEMENTS	400.00	C	MILEAGE REIMBURSEMENT
2025	5	R#137/25	DSS Medicaid	10104000	51091		PAY DIFFERENTIAL	5,228.00	D	SOC SRVCS ADMIN PAY DIFF 25
2025	5	R#137/25	DSS Medicaid	10104000	51000		PERSONNEL SERVICES	5,228.00	C	SOC SRVCS ADMIN PAY DIFF 25
2025	5	R#138/25	Social Services	10601000	446101		ADM SOCIAL SERVICES	2,239.00	C	SOCIAL SRVCS PROG ADMN 25
2025	5	R#138/25	DSS WMS	10116000	51000		PERSONNEL SERVICES	4,477.00	D	SOCIAL SRVCS PROG ADMN 25
2025	5	R#138/25	Contingency	10199000	54980		CONTINGENCY	1,119.00	C	SOCIAL SRVCS PROG ADMN 25
2025	5	R#138/25	Social Services	10601000	436101		ADM SOCIAL SERVICES	1,119.00	C	SOCIAL SRVCS PROG ADMN 25
2025	5	R#146/25	To Road	10990100	59020		TRANSFER TO CAPITAL	200,000.00	D	MYRTLE AVE @ 6N GARAGE

YEAR	PER	REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025	5	R#146/25	Capital Projects	55197000	53000	52511	CAPITAL EXPENDITURES	200,000.00	D	MYRTLE AVE @ 6N GARAGE
2025	5	R#146/25	Capital Projects	55197000	428601	52511	TRANSFER FROM OTHER FUND	200,000.00	C	MYRTLE AVE @ 6N GARAGE
2025	5	R#146/25	Contingency	10199000	54980		CONTINGENCY	200,000.00	C	MYRTLE AVE @ 6N GARAGE
2025	5	R#147/25	To Road	10990100	59020		TRANSFER TO CAPITAL	190,000.00	D	ADDITIONAL FUNDING
2025	5	R#147/25	Capital Projects	55197000	428601	52510	TRANSFER FROM OTHER FUND	190,000.00	C	ADDITIONAL FUNDING
2025	5	R#147/25	Capital Projects	55197000	53000	52510	CAPITAL EXPENDITURES	190,000.00	D	ADDITIONAL FUNDING
2025	5	R#147/25	Contingency	10199000	54980		CONTINGENCY	190,000.00	C	ADDITIONAL FUNDING
2025	5	R#148/25	Contingency	10199000	54980		CONTINGENCY	68,000.00	C	INCREASE WASTEWATER CHARGES
2025	5	R#148/25	Golf	10085000	54632		WASTE WATER SEWER CHARGES	68,000.00	D	INCREASE WASTEWATER CHARGES
2025	5	R#149/25	Planning - Soil	10874500	58002		SOCIAL SECURITY	719.00	D	SUMMER INTERN
2025	5	R#149/25	Planning - Soil	10874500	439105		PERFORMANCE MEASURE	10,079.00	C	SUMMER INTERN
2025	5	R#149/25	Planning - Soil	10874500	51094		TEMPORARY	9,360.00	D	SUMMER INTERN
2025	5	R#150/25	Capital Projects	55112000	435011	52513	STATE AID CONSOLIDATED HWY AID	831,356.00	C	CHIPS SFY25-26 ALLOCATION
2025	5	R#150/25	Capital Projects	55112000	53000	52513	CAPITAL EXPENDITURES	831,356.00	D	CHIPS SFY25-26 ALLOCATION

YEAR	PER	REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025	5	R#151/25	Capital Projects	55197000	53000	51509	CAPITAL EXPENDITURES	160,000.00	C	ARCHITECT & ENGINEERING
2025	5	R#151/25	Capital Projects	55197000	531906	51509	CAPITAL PROJECT ARCCH & ENGINEER	160,000.00	D	ARCHITECT & ENGINEERING
2025	5	R#152/25	Capital Projects	55197000	532503	51509	BOE SECURITY GATE	56,000.00	D	BOE SECURITY GATE
2025	5	R#152/25	Capital Projects	55197000	53000	51509	CAPITAL EXPENDITURES	56,000.00	C	BOE SECURITY GATE
2025	5	R#153/25	Capital Projects	55197000	53000	51509	CAPITAL EXPENDITURES	150,000.00	C	CHAPEL IMPROVEMENTS
2025	5	R#153/25	Capital Projects	55197000	532504	51509	CHAPEL IMPROVEMENTS	150,000.00	D	CHAPEL IMPROVEMENTS
2025	5	R#161/25	District Attorney	10116500	51000		PERSONNEL SERVICES	5,000.00	D	RETENTION BONUS
2025	5	R#161/25	District Attorney	10116500	430890	10171	CRIMINAL JUSTICE DISCOVERY	60,927.00	C	RETENTION BONUS
2025	5	R#161/25	District Attorney	10116500	51000		PERSONNEL SERVICES	8,500.00	D	RETENTION BONUS
2025	5	R#161/25	Contingency	10199000	54980		CONTINGENCY	3,663.00	C	RETENTION BONUS
2025	5	R#161/25	District Attorney	10116500	58002		SOCIAL SECURITY	4,590.00	D	RETENTION BONUS
2025	5	R#161/25	District Attorney	10116500	51000		PERSONNEL SERVICES	4,000.00	D	RETENTION BONUS
2025	5	R#161/25	District Attorney	10116500	51000		PERSONNEL SERVICES	5,000.00	D	RETENTION BONUS
2025	5	R#161/25	District Attorney	10116500	51000		PERSONNEL SERVICES	5,000.00	D	RETENTION BONUS

YEAR	PER	REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025	5	R#161/25	District Attorney	10116500	51000		PERSONNEL SERVICES	7,500.00	D	RETENTION BONUS
2025	5	R#161/25	District Attorney	10116500	51000		PERSONNEL SERVICES	10,000.00	D	RETENTION BONUS
2025	5	R#161/25	District Attorney	10116500	51000		PERSONNEL SERVICES	10,000.00	D	RETENTION BONUS
2025	5	R#161/25	District Attorney	10116500	51000		PERSONNEL SERVICES	5,000.00	D	RETENTION BONUS
2025	5	R#162/25	DSS	10101000	58001	10233	STATE RETIREMENT	15,121.00	D	NEW SENIOR CASEWORKER 07116
2025	5	R#162/25	DSS	10101000	58004	10233	WORKMENS COMPENSATION	964.00	D	NEW SENIOR CASEWORKER 07116
2025	5	R#162/25	DSS	10101000	436101	10233	ADM SOCIAL SERVICES	165,385.00	C	FAMILY-CENTERED CASE MGMT SERV
2025	5	R#162/25	DSS	10101000	54210	10233	VEHICLE LEASING/RENTAL	4,563.00	D	FAMILY-CENTERED CASE MGMT SERV
2025	5	R#162/25	DSS	10101000	54310	10233	OFFICE SUPPLIES	1,500.00	D	FAMILY-CENTERED CASE MGMT SERV
2025	5	R#162/25	DSS	10101000	52130	10233	COMPUTER EQUIPMENT	7,000.00	D	FAMILY-CENTERED CASE MGMT SERV
2025	5	R#162/25	DSS	10101000	52110	10233	FURNITURE AND FURNISHINGS	3,000.00	D	FAMILY-CENTERED CASE MGMT SERV
2025	5	R#162/25	DSS	10101000	58009	10233	VISION	242.00	D	NEW SENIOR CASEWORKER 07116
2025	5	R#162/25	DSS	10101000	58009	10233	VISION	48.00	D	UPGRADE 07111 TO PRIN OFF ASST
2025	5	R#162/25	DSS	10101000	58006	10233	DENTAL BENEFITS	2,034.00	D	NEW SENIOR CASEWORKER 07116

YEAR	PER	REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025	5	R#162/25	DSS	10101000	51000		PERSONNEL SERVICES	31,024.00	C	MOVE POS 601007111 TO 07115
2025	5	R#162/25	DSS	10101000	58002	10233	SOCIAL SECURITY	6,476.00	D	NEW SENIOR CASEWORKER 07116
2025	5	R#162/25	DSS	10101000	51000	10233	PERSONNEL SERVICES	84,655.00	D	NEW SENIOR CASEWORKER 07116
2025	5	R#162/25	DSS	10101000	58006	10233	DENTAL BENEFITS	407.00	D	UPGRADE 07111 TO PRIN OFF ASST
2025	5	R#162/25	DSS	10101000	58004	10233	WORKMENS COMPENSATION	141.00	D	UPGRADE 07111 TO PRIN OFF ASST
2025	5	R#162/25	DSS	10101000	58002	10233	SOCIAL SECURITY	949.00	D	UPGRADE 07111 TO PRIN OFF ASST
2025	5	R#162/25	DSS	10101000	58001	10233	STATE RETIREMENT	1,087.00	D	UPGRADE 07111 TO PRIN OFF ASST
2025	5	R#162/25	DSS	10101000	51000	10233	PERSONNEL SERVICES	12,410.00	D	UPGRADE 07111 TO PRIN OFF ASST
2025	5	R#162/25	DSS Food Stamps	10107000	51000		PERSONNEL SERVICES	18,615.00	D	MOVE POS 601007111 TO 07115
2025	5	R#162/25	DSS	10101000	51000		PERSONNEL SERVICES	31,024.00	D	MOVE POS 601007111 TO 07115
2025	5	R#162/25	DSS Food Stamps	10107000	51000		PERSONNEL SERVICES	18,615.00	C	MOVE POS 601007111 TO 07115
2025	5	R#162/25	DSS	10101000	58008	10233	HEALTH PLANS	24,788.00	D	NEW SENIOR CASEWORKER 07116
2025	5	R#163/25	Sheriff - Patrol	17311000	427151	10102	PROCEEDS OF SEIZED PROPERTY	531,563.00	C	SRT EQUIPMENT
2025	5	R#163/25	Sheriff - Patrol	17311000	52680	10102	OTHER EQUIPMENT	531,563.00	D	SRT EQUIPMENT

#4e

2025 Contingency Report

<u>Beginning Balance 1/1/25</u>		2,494,060.00
Res29	Adjust personnel services to proper amounts	9,660.00
Res41	Reclass -Deputy Sheriff 1st Sgt.	7,037.00
Res72	Health department Personnel changes	56,245.00
Res99	Soil & Water Performance Measures- Part C	20,000.00
Res112	District Attorney Criminal Justice Discovery Reform Gr24-25	20,265.00
Res145	Close out Fema projects	927,322.00
Subtotal General Contingency		\$ 3,534,589.00

Deductions:

Res25	PCSEA ratification	(328,170.00)
Res82	East Branch Rd Pin 8763.60	(30,579.00)
Res83	Peekskill Hollow Rd Pin 8763.61	(29,437.00)
Res104	CSEA Ratification	(1,381,346.00)
Res111	State Aid Public Health	(38,417.00)
Res138	Cordinator of Information Technology	(1,119.00)
Res140	PUMA ratification	(5,389.00)
Res146	Garage roof repair-Myrtle Ave	(200,000.00)
Res147	Youth Bureau reallocation	(190,000.00)
Res148	Waste Water Sewer charges	(68,000.00)
Res161	DA -Criminal Justce Disvry Reform Gr24-25-merit bonus	(3,663.00)
		(2,276,120.00)
Total		\$ 1,258,469.00

Proposed Deductions:

25A052	PCSO Life Safety Systems Modernization	(16,000.00)
25T165	Railroad Station Maintenance	(20,798.00)
25A057	Youth Bureau Reallocation	(95,000.00)
		(131,798.00)
Pending Balance 6/23/25		\$1,126,671.00

Note:

R= resolution

A= proposed budgetary amendment

2025 Subcontingency Report

4985- Maintenance & Repairs

Beginning Balance 1/1/25

\$ 45,000.00

Subtotal Subcontingency

\$ 45,000.00

Deductions:

25LT01 normal maintenance -nails, paint, plumbing supplies- Tilly

(10,000.00)

25LT02 normal maintenance -nails, paint, plumbing supplies- Park

(10,000.00)

Total

(20,000.00)

\$ 25,000.00

Proposed Deductions:

Pending Balance 6/23/25

\$25,000.00

Note:

R= resolution

A= proposed budgetary amendment

2025 Subcontingency Report

4987- Subcontingency (Nursing,BES)

<u>Beginning Balance 1/1/25</u>	\$ 78,060.00
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Subtotal Subcontingency	\$ 78,060.00
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Deductions:

	0.00
Total	\$ 78,060.00

Proposed Deductions:

	0.00
Pending Balance 6/23/25	\$ 78,060.00

Note:

R= resolution

A= proposed budgetary amendment

2025 Subcontingency Report

4993- Subcontingency (Cty Exec COLA)

<u>Beginning Balance 1/1/25</u>	\$ 5,211.00
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Subtotal Subcontingency	\$ 5,211.00
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Deductions:

	0.00
Total	\$ 5,211.00

Proposed Deductions:

Pending Balance 6/23/25	\$5,211.00

Note:

R= resolution

A= proposed budgetary amendment

2025 Subcontingency Report

4996- Subcontingency (Outside Agencies)

<u>Beginning Balance 1/1/25</u>	\$ 71,893.00
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Subtotal Subcontingency	\$ 71,893.00
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Deductions:

Res 94	Putnam Arts Council	(13,993.00)
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	(13,993.00)
Total	\$ 57,900.00

Proposed Deductions:

Pending Balance 6/23/25	\$57,900.00
--------------------------------	--------------------

Note:

R= resolution

A= proposed budgetary amendment

MICHAEL J. LEWIS
COMMISSIONER OF FINANCE



ALL
Audit
#5
KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

To: Amy E. Sayegh, Chair of Legislature & Chair of Audit & Administration

cc: Kevin M. Byrne, County Executive
Daniel G. Birmingham, Legislator
Erin L. Crowley, Legislator

From: Michael J. Lewis, Commissioner of Finance
John Tully, Commissioner of DGS

A handwritten signature in blue ink, likely of Michael J. Lewis, is written over the "From:" line.

Date: June 13, 2025

Re: **Request to Present to Audit Committee Monday June 23rd, 2025**

2025 JUN 16 AM 9:41
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Commissioner Tully and I are respectfully requesting the opportunity to provide a brief overview to the Committee regarding the current and potential fiscal arrangements for the Putnam County Golf Course and the prospects said arrangements may offer.

In December 2003, The County used proceeds of tax exempt bonds to finance the acquisition of the Golf Course. The IRS Safe Harbor Rules associated with the bond limited the manner in which the County could employ private businesses at the golf course. Resultingly, contractual compensation for both operations and food and beverage services is and has been restrictive.

The County is currently in a position to "call" the bonds on January 15, 2026. This is an excellent opportunity for the County to evaluate the way business could be conducted in the future at the Golf Course, without restriction, if the bonds were to be called. We look forward to starting the conversation with the Board, sharing additional details, making our recommendations and gathering your questions and feedback so that we are prepared for the January 15, 2026 opportunity to call the bonds.

MICHAEL J. LEWIS
COMMISSIONER OF FINANCE



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

To: Honorable Kevin M. Byrne, County Executive
Cc: James Burpoe, Deputy County Executive
From: Michael J. Lewis, Commissioner of Finance – ***MJL***
Re: **IRS Safe Harbor Provisions – Putnam County Golf Course**
Date: May 28, 2025

The County of Putnam has a professional services agreement with Homestyle Caterers & Food Services Inc, d/b/a Homestyle II at Putnam National Golf Club a/k/a Putnam County Golf Course. This contract most recently was in a five year agreement commencing on January 1, 2019, until December 31, 2024, with an option to renew for an additional five (5) year term thereafter.

Pursuant to Paragraph Thirteen (13) of the contract, Homestyle II acknowledged that Putnam County had acquired, constructed and/or improved, in part, the facilities (formally known as Mac Gregor Golf Course) using proceeds of tax exempt bonds (Bond-Financed Facilities). Due to IRS Safe Harbor Rules, Homestyle II as a vendor acknowledged that their enterprise was not entitled to take claim of ownership, claim depreciation and/or amortization deductions, investment tax credits, or deduct for any payment(s) with respect to the Bond Financed Facilities. This contract was structured differently whereas Homestyle II was not entitled to the same rights as a “service provider” because of the aforementioned Bond Financed Facilities.

To that end, Putnam County is currently in a position to “call” a/k/a redeem this same bond on January 15, 2026 and any date thereafter. Both Mr. Keith Korycinski from Fiscal Advisors who’s the County’s lead Financial Analyst/Municipal Advisor and Ms. Connie Cahill, Managing Partner of Barclay Damon who’s the County’s Bond Counsel have both weighed in on the options that the County can pursue. The following scenarios are as follows:

Scenario 1 – Exhibit A

The County could partially “call”, redeem, the 2015 refunding bond that pertained to the MacGregor Golf Course. The County would still be obligated to pay the January 15, 2026 Principal payment of **\$304,700** plus the installment of Interest due the same day in the amount of **\$39,526**. Should the County be inclined to pay off this portion of the bond, it would pay off the remaining **\$1,734,590** in principal and save the County **\$175,198** in interest.

Scenario 2 – Exhibit B

The County could “call”, redeem, the entire 2015 bond inclusive of both the MacGregor Golf Course and other various public improvements. The County would still be obligated to pay the January 15, 2026 Principal payment of **\$830,000** which is inclusive of the \$304,700 MacGregor Bond plus the installment of Interest due the same day in the amount of **\$107,669** which is also inclusive of \$39,526 from the MacGregor Bond. Should the County be inclined to pay off the entire bond, it would pay off in its entirety **\$4,725,000** in principal and save the County **\$477,228** in interest.

Conclusion:

As we approach the 2026 Budget proceedings, I will need to properly account for this upcoming opportunity should Scenario 1 or 2 or neither be chosen. As you are fully aware as mentioned in your most recent State of the County and the consultation and recommendation of the County’s independent auditors, PKFOD, the County reallocated **\$3,000,000** of undesignated/unassigned fund balance to an assigned category known as “Callable Bond” which is defined and disclosed in Note 3L of the annual 2023 financial statements. In addition, I’m prepared to recommend an additional **\$2,000,000** be allocated to this assigned account once the 2024 audit is completed and presented to the legislature. In my professional opinion, I recommend **Scenario 2**. This option demonstrates strong fiscal stewardship as it’ll save accumulated interest and continue the pursuit of paying down the County’s outstanding indebtedness and give the County an increased opportunity for a bond rating upgrade with Moody’s.

I look forward to your feedback once you’ve had the chance to review and discuss.

Prepared by
Fiscal Advisors & Marketing, Inc.

PER PROJECT - REFUNDING & UNREFUNDED

DEBT SERVICE SCHEDULE
COUNTY OF PUTNAM, NEW YORK

\$11,060,000 PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS, 2015

BOOK ENTRY ONLY BONDS

\$5,950,000 MACGREGOR GOLF COURSE

Purpose of Issue: MacGregor Golf Course (\$5,950,000)

Bonds Dated: April 15, 2015

Principal Due: July 15, 2015 and January 15, 2016-2031

Interest Due: July 15, 2015 and semi-annually thereafter on January 15 and July 15

REGISTRAR: CEDE & CO, NEW YORK, NEW YORK AS NOMINEE OF THE DEPOSITORY TRUST COMPANY

PAYING AGENT: COUNTY OF PUTNAM, NEW YORK

OPTIONAL REDEMPTION INFORMATION: FIRST CALL DATE - JANUARY 15, 2026 AT PAR 100%

<i>Fiscal Year Ending December 31st</i>	<i>Balance Beginning Fiscal Year</i>	<i>Principal Due January 15th</i>	<i>Coupon Per Maturity</i>	<i>First Interest Payment Due January 15th</i>	<i>Second Interest Payment Due July 15th</i>	<i>Total Principal and Interest</i>	<i>CUSIP Number *746639*</i>
2015	\$4,491,590	\$29,360	2.000%	\$0.00	\$51,057.08	\$80,417.08	WR0 & PR8
2016	4,462,230	212,930	2.000%	92,654.16	88,150.10	393,734.26	VZ3 & PS6
2017	4,249,300	222,110	3.000%	88,150.10	83,441.76	393,701.86	WA7 & PT4
2018	4,027,190	214,760	3.000%	83,441.76	80,220.36	378,422.12	WB5
2019	3,812,430	220,260	4.000%	80,220.36	75,815.16	376,295.52	WC3
2020	3,592,170	229,440	4.000%	75,815.16	71,226.36	376,481.52	WD1
2021	3,362,730	240,460	5.000%	71,226.36	65,214.86	376,901.22	WE9
2022	3,122,270	251,480	5.000%	65,214.86	58,927.86	375,622.72	WF6
2023	2,870,790	264,320	5.000%	58,927.86	52,319.86	375,567.72	WG4
2024	2,606,470	277,160	4.000%	52,319.86	46,776.66	376,256.52	WH2
2025	2,329,310	290,020	5.000%	46,776.66	39,526.16	376,322.82	WJ8
2026	2,039,290	304,700	5.000%	39,526.16	31,908.66	376,134.82	WK5
2027	1,734,590	319,380	5.000%	31,908.66	23,924.16	375,212.82	WL3
2028	1,415,210	335,910	5.000%	23,924.16	15,526.41	375,360.57	WM1
2029	1,079,300	350,590	2.750%	15,526.41	10,705.80	376,822.21	WN9
2030	728,710	359,760	2.875%	10,705.80	5,534.25	376,000.05	WP4
2031	368,950	368,950	3.000%	5,534.25	0.00	374,484.25	WQ2
TOTAL		\$4,491,590		\$841,872.58	\$800,275.50	\$6,133,738.08	

Prepared by
Fiscal Advisors & Marketing, Inc.

TOTAL 2015 REFUNDING

DEBT SERVICE SCHEDULE

COUNTY OF PUTNAM

\$11,060,000 PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS, 2015

BOOK ENTRY ONLY BONDS

TOTAL ISSUE

Purpose of Issue: Refunding of 2007 Series Bonds

Bonds Dated: April 15, 2015

Principal Due: July 15, 2015 and January 15, 2016-2031

Interest Due: July 15, 2015 and semi-annually thereafter on January 15 and July 15

REGISTRAR: CEDE & CO, NEW YORK, NEW YORK AS NOMINEE OF THE DEPOSITORY TRUST COMPANY

PAYING AGENT: COUNTY OF PUTNAM, NEW YORK

OPTIONAL REDEMPTION INFORMATION: FIRST CALL DATE - JANUARY 15, 2026 AT PAR 100%

<i>Fiscal Year Ending December 31st</i>	<i>Balance Beginning Fiscal Year</i>	<i>Principal Due January 15th*</i>	<i>Coupon Per Maturity</i>	<i>First Interest Payment Due January 15th</i>	<i>Second Interest Payment Due July 15th</i>	<i>Total Principal and Interest</i>	<i>CUSIP Number *746639*</i>
2015	\$11,060,000	\$80,000	2.000%	\$0.00	\$114,109.38	\$194,109.38	WR0
2016	10,980,000	5,000	2.000%	227,418.75	227,368.75	459,787.50	VZ3
2017	10,975,000	5,000	3.000%	227,368.75	227,293.75	459,662.50	WA7
2018	10,970,000	585,000	3.000%	227,293.75	218,518.75	1,030,812.50	WB5
2019	10,385,000	600,000	4.000%	218,518.75	206,518.75	1,025,037.50	WC3
2020	9,785,000	625,000	4.000%	206,518.75	194,018.75	1,025,537.50	WD1
2021	9,160,000	655,000	5.000%	194,018.75	177,643.75	1,026,662.50	WE9
2022	8,505,000	685,000	5.000%	177,643.75	160,518.75	1,023,162.50	WF6
2023	7,820,000	720,000	5.000%	160,518.75	142,518.75	1,023,037.50	WG4
2024	7,100,000	755,000	4.000%	142,518.75	127,418.75	1,024,937.50	WH2
2025	6,345,000	790,000	5.000%	127,418.75	107,668.75	1,025,087.50	WJ8
2026	5,555,000	830,000	5.000%	107,668.75	86,918.75	1,024,587.50	WK5
2027	4,725,000	870,000	5.000%	86,918.75	65,168.75	1,022,087.50	WL3
2028	3,855,000	915,000	5.000%	65,168.75	42,293.75	1,022,462.50	WM1
2029	2,940,000	955,000	2.750%	42,293.75	29,162.50	1,026,456.25	WN9
2030	1,985,000	980,000	2.875%	29,162.50	15,075.00	1,024,237.50	WP4
2031	1,005,000	1,005,000	3.000%	15,075.00	0.00	1,020,075.00	WQ2
TOTAL		\$11,060,000		\$2,255,525.00	\$2,142,215.63	\$15,457,740.63	

* First principal payment of \$80,000 is due on July 15, 2015.

DRAFT FOR DISCUSSION PURPOSES

**EXTRACT OF MINUTES
Meeting of the County Legislature of
the County of Putnam, New York**

[_____] , 2025

* * *

A regular meeting of the County Legislature of the County of Putnam, New York, was held in said County on [_____] , 2025, at 7:00 o'clock P.M. (Prevailing Time).

The following Legislators were present:

There were absent:

Also present: Diane Schonfeld, Clerk of the Legislature

* * *

_____ offered the following resolution and moved its adoption:

RESOLUTION NO. ____-2025

**RESOLUTION OF THE COUNTY OF PUTNAM, NEW YORK
ADOPTED [_____] , 2025, AUTHORIZING THE
REDEMPTION OF CERTAIN OUTSTANDING SERIAL
BONDS OF SAID COUNTY, AND RESOLVING OTHER
MATTERS RELATIVE THERETO.**

WHEREAS, the County of Putnam, New York (the "County") has heretofore duly issued \$11,060,000 aggregate principal amount of Public Improvement Refunding Serial Bonds - 2015, such bonds dated April 15, 2015 and maturing in annual installments in each of the years 2015 to 2031, both inclusive (the "Outstanding Bonds"), as more fully described therein; and

WHEREAS, the Outstanding Bonds were authorized pursuant to a refunding bond resolution dated February 4, 2015 and were issued to refund all or a portion of the principal balance

of the \$16,208,000 Public Improvement (Serial) Bonds, 2007 (the “2007 Refunding Bonds”), as more fully described therein; and

WHEREAS, the 2007 Refunding Bonds were authorized pursuant to various bond resolutions dated August, 6, 2005, July 5, 2006, December 2, 2003 and December 5, 2006 (collectively, the “Bond Resolutions”) to finance parking lot paving, construction of a new central County Courthouse, highway infrastructure and road construction and acquisition of MacGregor Golf Course; and

WHEREAS, the Outstanding Bonds were authorized, issued, sold and delivered subject to the right of the County to redeem the Outstanding Bonds maturing on or after January 15, 2027, as a whole or in part in principal amounts of \$5,000 or integral multiples thereof, on January 15, 2026, or on any date thereafter at par, plus accrued interest to the date of redemption; and

WHEREAS, the County Legislature of the County hereby finds and determines that it is in the best interest of the County to use lawfully available funds of the County to redeem prior to maturity the Outstanding Bonds on the date and in the manner hereinafter provided and in accordance with the requirements prescribed therefor and a notice of redemption of such Outstanding Bonds shall be given as provided in the Bond Resolutions; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY LEGISLATURE OF THE COUNTY OF PUTNAM, NEW YORK, AS FOLLOWS:

Section 1. The County Legislature of the County hereby authorizes the redemption of the Outstanding Bonds on January 15, 2026 or such other date as may be determined by the Commissioner of Finance pursuant to Section 2 of this Resolution.

Section 2. Attached to this Resolution as Exhibit “A” and made a part hereof for all purposes, is a copy of the draft Notice of Redemption for the Outstanding Bonds in substantially

final form with such changes and additions approved by the Commissioner of Finance, the chief fiscal officer of the County. The Commissioner of Finance, the County's municipal advisor, the County's bond counsel are hereby authorized to take all actions necessary to call for the redemption of such Outstanding Bonds, including finalizing the Notice of Redemption and sending all notices of such redemption required by the documents authorizing the issuance of the Outstanding Bonds. The Commissioner of Finance is further authorized to determine the timing of the redemption of the Outstanding Bonds and the delivery of the notice once all requirements of this Resolution for such redemption have been satisfied; provided that such notice in all events is to be given by the time and in the manner required in the Bond Resolutions and other documents authorizing the issuance of the Outstanding Bonds.

Section 3. The Commissioner of Finance is hereby authorized to transfer available funds of the County, as necessary, to redeem the Outstanding Bonds prior to maturity. The County is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the County in the manner and within the time provided in the Outstanding Bonds and in Section 53 of the Local Finance Law. Notice of such call for redemption shall be given by mailing such notice to the registered holder not more than sixty (60) days nor less than thirty (30) days prior to such date. Notice of redemption having been given as aforesaid, the Outstanding Bonds so called for redemption shall, on the date for redemption set forth in such call for redemption, become due and payable, together with interest to such redemption date, and interest shall cease to be paid thereon after such redemption date.

Section 4. The Commissioner of Finance and all other officers, employees and agents of the County, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things, including

giving any notices as may be required by the County's continuing disclosure obligations, if any, with respect to the Outstanding Bonds and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution or the Bond Resolutions authorizing the Outstanding Bonds.

Section 5. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. This Resolution shall take effect immediately upon its approval of the County Executive and the Clerk of the County Legislature.

* * *

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, Diane Schonfeld, Clerk to the County Legislature of the County of Putnam, State of New York, HEREBY CERTIFY that the Resolution No. ____-2025 contained in the foregoing annexed extract from the minutes of a meeting of the County Legislature of said County of Putnam duly called and held on [____], 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said County Legislature and is a true, complete and correct copy thereof and of the whole of said original Resolution, which was duly adopted by the County Legislature of the County of Putnam on [____], 2025 and approved by the County Executive on [____], 2025.

IN WITNESS WHEREOF, I have hereto set my hand and have hereunto affixed the corporate seal of said County of Putnam this ____ day of _____, 2025.

Diane Schonfeld
Clerk of the County Legislature

EXHIBIT "A"

NOTICE OF REDEMPTION

NOTICE IS HEREBY GIVEN that the County of Putnam, New York (the "County") has called for redemption on [January 15, 2026] (the "Redemption Date") all of the outstanding aggregate principal amount of the \$11,060,000 Public Improvement Refunding Serial Bonds – 2015, dated April 15, 2015 maturing on January 15 in the years 2027 through 2031 (the "Outstanding Bonds"), at par plus accrued interest to the Redemption Date

The Outstanding Bonds are as follows:

<u>Maturity Date</u> <u>(January 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
2027	\$ 870,000	5.000%	746639WL3
2028	915,000	5.000	746639WM1
2029	955,000	2.750	746639WN9
2030	980,000	2.875	746639WP4
2031	1,005,000	3.000	746639WQ2

NOTICE IS HEREBY FURTHER GIVEN that the Outstanding Bonds maturing after the Redemption Date shall be presented and surrendered for payment as aforesaid on the Redemption Date at the Office of the Clerk of the County of Putnam, the fiscal agent of the County for the Outstanding Bonds.

NOTICE IS HEREBY FURTHER GIVEN that interest on the Outstanding Bonds shall cease to be paid after the Redemption Date.

Under the provisions of the Jobs and Growth Relief Reconciliation Act of 2003, paying agents making payments of interest or principal on municipal securities may be obligated to withhold a 28% tax from remittance to individuals who have failed to furnish the paying agent with a valid taxpayer identification number. Owners of the Outstanding Bonds who wish to avoid the imposition of the tax should submit certified taxpayer identification numbers when presenting the Outstanding Bonds for payment.

The County shall be responsible for the selection or use of the CUSIP identification numbers printed herein or on the Outstanding Bonds nor is any representation made as to the correctness of any CUSIP identification number shown herein or printed on the Outstanding Bonds. Said CUSIP identification numbers are included solely for the convenience of the holders.

Dated: _____, 2025

COUNTY OF PUTNAM, NEW YORK

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

M E M O R A N D U M

TO: Diane Schonfeld, Legislative Clerk

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

RE: Budgetary Amendment – 26A001

DATE: **December xx, 2025**

General Fund

Increase Appropriations:

10990100 59057	TRANSFER OUT - DEBT SERVICE FUND	\$4,725,000
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Increase Estimated Revenues:

10131000 427XXX	USE OF ASSIGNED FUND BALANCE - CALLABLE BOND	\$4,725,000
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Debt Service Fund

Increase Appropriations:

V9710000 56147	PRINCIPAL - PUB REF BONDS 2015	\$4,725,000
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Increase Estimated Revenues:

V9710000 428601	TRANSFER IN - GENERAL FUND	\$4,725,000
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Fiscal Impact - 2026 - \$ 0
Fiscal Impact - 2027 - \$ 0

MICHAEL LEWIS
COMMISSIONER OF FINANCE



cc: all
Prot
A+A

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

Reso
#Caa

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk

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

Re: Budgetary Amendment - **25A049**

Date: May 30, 2025

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

General Fund:

Increase Appropriations:

32311000.51093.10177	Personnel Services - Sheriff's Department - BCI	4,179
32311000.58002.10177	FICA - Sheriff's Department - BCI	321

Increase Revenue:

32311000.443890.10177	Public Safety - Homeland Security Investigation	4,500
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2025 JUN -4 AM 10:52
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

To acknowledge grant money for Putnam County Sheriff's Department - Bureau of Criminal Inv
Fiscal Impact - 2025 - \$ 0
Fiscal Impact - 2026 - \$ 0

Please forward to the appropriate committee.
Approved:

Kevin M. Byrne
County Executive

Sheila Barrett

From: Kristin VanTassel
Sent: Friday, May 30, 2025 2:55 PM
To: Sheila Barrett
Cc: Kevin McConville; Thomas Lindert; John Alfano
Subject: Budget Amendment: HSI Project code 10177

Importance: High

Good afternoon Sheila,

Based on the email below, I would like to request the following budget amendment

Increase 32311000.443890.10177 an additional \$4,500
Increase 32311000.51093.10177 an additional \$4,178.70
Increase 32311000.58002.10177 an additional \$321.30

None of the approved \$12K funds were used October 2024 through December 2024, therefore I am requesting the full \$12,000 be allocated to 2025.

Please let me know if there is anything further required.

Thank you,
Kristin

Sneila Barrett
T. O. Kuyin Vantassel

You replied to this message on 6/7/2025 1:45 PM.

From: Rodas, Michelle <Michelle.Rodas@PutnamCountyNY.gov>

Sent: Monday, February 3, 2025 4:21 PM

To: John Alfano <John.Alfano@PutnamCountyNY.gov>

Cc: Long, Kimberly L <Kimberly.L.Long@PutnamCountyNY.gov>; Ziegler, Kelly <Kelly.Ziegler@PutnamCountyNY.gov>

Subject: FY 2025 Putnam County Sheriff's Office SLOT Budget Overview

PUTNAM COUNTY NOTICE

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

Good afternoon,

It is my pleasure to inform you that the Putnam County Sheriff's Office has been approved to receive \$12,000 in State and Local Overtime (SLOT) funds from HSI New York for Fiscal Year (FY) 2025, which runs from October 1, 2024 to September 30, 2025. Expenses incurred by the Putnam County Sheriff's Office in joint law enforcement operations with HSI are authorized for reimbursement effective October 1st. Such expenses may include overtime, leased vehicles, and other similar costs. Since the amount budgeted for the Putnam County Sheriff's Office is intended to last the entire fiscal year, we will keep in touch with you from time to time in order to track expenditure rates. Due to more stringent policies for filing reimbursement invoices, you are respectfully requested to submit invoices no later than 28 days following the end of each month in which reimbursable expenses occur. In addition, a real time balance has been requested due on the 1st day of the month.

Historically, we have received additional SLOT funds during the fiscal year which has allowed us to enhance reimbursement allocations. While there is no guarantee of enhancements to our SLOT budget this fiscal year, if you need additional funds, please submit an email with a brief summary supporting your request for supplemental funds. Before submitting a request for funds, please make sure your monthly invoices are submitted on time as we will be checking the Agency's monthly burn rate with your request.

Thank you again for your partnership with HSI New York. Should you have any further questions, please let me know.

Regards,

Michelle Rodas
AFS | EOSH & SLOT Coordinator
Finance Management Division
Homeland Security Investigations
New York Field Office
Phone: 646-979-7053
Cell: 646-979-7053

MICHAEL LEWIS
COMMISSIONER OF FINANCE



*Call
Diet
Add
OK Paul
Per Post*

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

Reso

#Ob

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk

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

Re: Budgetary Amendment - **25A050**

Date: June 5, 2025

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

General Fund:

Increase Appropriations:

25117000.54950	Legal Aid Society	242,118
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Increase Revenue:

25117000.430251	State Aid - Indigent Legal Services	242,118
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2025 JUN -9 PM 4:16
LEGISLATURE
PUTNAM COUNTY
CARTEL, NY

To acknowledge from NYS for Indigent Legal Services Fund for January 2024 thru December 2025.

Fiscal Impact - 2025 - \$ 0

Fiscal Impact - 2026 - \$ 0

Please forward to the appropriate committee.

Approved:

Kevin M. Byrne
County Executive

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 - 1350200</p> <p>CONTRACT NUMBER: C140037</p> <p>CONTRACT TYPE (select one): <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME: Putnam, County of</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods): <input type="checkbox"/> Amendment (list periods):</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002443 Federal Tax ID Number: 14-6002759</p>	<p>PROJECT NAME: DISTRIBUTION #14</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: County of Putnam Department of Law 48 Glenedia Avenue Carmel, NY 10512</p> <p>CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p> <p>Putnam County Department of Finance 40 Gleneida Ave., Room 202 Carmel, NY 10512</p> <p>CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS: Compton.Spain@putnamcountyny.gov</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: 370100000000</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

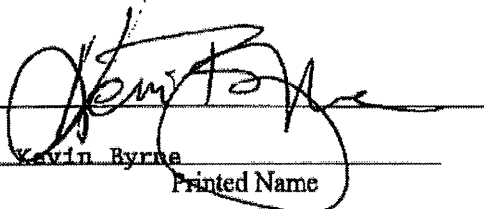
<p>CURRENT CONTRACT TERM:</p> <p>From: January 1, 2024 To: December 31, 2026</p> <p>AMENDED TERM:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Fixed Term - enter current period amount; Simplified Renewal - enter cumulative amount to date; Multi-year - enter total projected amount of the contract):</i></p> <p>CURRENT: \$ 425,538.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p> <input checked="checked" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other </p>
<p>ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):</p> <p> <input checked="checked" type="checkbox"/> Appendix A </p> <p> <input checked="checked" type="checkbox"/> Attachment A: </p> <p> <input checked="checked" type="checkbox"/> Attachment B: </p> <p> <input checked="checked" type="checkbox"/> Attachment C: Work Plan <input checked="checked" type="checkbox"/> Attachment D: Payment and Reporting <input type="checkbox"/> Other: </p>	

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Putnam County

By:


Kevin Byrne
Printed Name

Title: County Executive

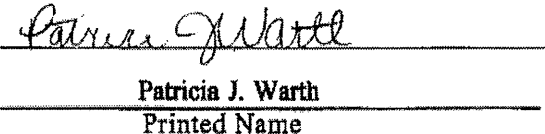
Date:

4/10/25

STATE AGENCY:

NYS Office of Indigent Legal Services

By:


Patricia J. Warth
Printed Name

Title: Director - Office of Indigent Legal Services

Date:

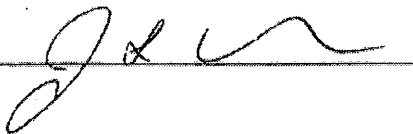
4/17/2025

STATE OF NEW YORK

County of Putnam

On the 10th day of April, 2025, before me personally appeared Kevin Byrne, to me known, who being by me duly sworn, did depose and say that he/she resides at Mahopac, NY, that he/she is the County Executive of the County of Putnam, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary)



JENNIFER L CARUSO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02CA6395487
Qualified in Putnam County
My Commission Expires September 15, 2027

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title:

Date:

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title:

Date:

APPROVED

DEPT. OF AUDIT & CONTROL

May 30 2025
Krista Clark

FOR THE STATE COMPTROLLER

RECEIVED

Contract Number: # C140037

Page 1 of 1, Master Contract for Grants Signature Page

APR 11 2025

NYS OFFICE OF INDIGENT
LEGAL SERVICES

Attahi, Wahidullah (ILS)

From: Maggi, Benjamin <Benjamin.Maggi@ag.ny.gov>
Sent: Tuesday, April 22, 2025 2:20 PM
To: Attahi, Wahidullah (ILS); Contract Approval
Cc: ogs.sm.APOGrantsUnit; Courcelle, Matthew (OGS); Blair, Jami (ILS); Baum, Nathan (ILS); Klein, Stephen (ILS)
Subject: Approved - RE: ILS - C140037 - Putnam County

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

Approved as to Form: 4/22/2025 by Benjamin Maggi
Received: 4/22/2025

OAG: CAS please file and enter. "G" Amount: 425,538

Reminder: Agencies must forward the contract approved by the OAG Contract Approval Section along with the email in which the OAG Contract Approval Section approved the contract, to OSC via the Comptroller's EDSS system. If you are not enrolled in the EDSS system and have not made alternative arrangements with OSC on how to submit your transaction, please contact OSC at 518-408-4672 or email ITServiceDesk@osc.ny.gov.

Benjamin L. Maggi
Section Chief
Contract Approval Section
New York State Office of the Attorney General
Contract Approval Section
The Capitol, Albany, NY 12224

ATTORNEY CLIENT PRIVILEGED/NOT FOR DISSEMINATION

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From: Attahi, Wahidullah (ILS) <Wahidullah.Attahi@ils.ny.gov>
Sent: Tuesday, April 22, 2025 10:17 AM
To: Contract Approval <contractapproval@ag.ny.gov>
Cc: ogs.sm.APOGrantsUnit <APOGrantsUnit@ogs.ny.gov>; Courcelle, Matthew (OGS) <Matthew.Courcelle@ogs.ny.gov>; Blair, Jami (ILS) <Jami.Blair@ils.ny.gov>; Baum, Nathan (ILS) <Nathan.Baum@ils.ny.gov>; Klein, Stephen (ILS) <Stephen.Klein@ils.ny.gov>
Subject: ILS - C140037 - Putnam County

[EXTERNAL]

Dear Sir or Madam:

Enclosed for review is a proposed grant contract between Putnam County and the NYS Office of Indigent Legal Services for the purpose of "Distribution #14". Please see the attached Procurement Record Approval letter from OSC.

It would be appreciated if you could affix your approval stamp and email that approval back to me or Jamison Blair at jami.blair@ils.ny.gov. We will then use that approval to upload into EDSS for OSC's approval.

If you have any questions concerning the Agreement, please feel free to contact me.

Sincerely,



Wahidullah Attahi
Contract Manager
New York State Office of Indigent Legal Services
80 South Swan Street, A.E. Smith Building 11th Floor
Suite 1147, Albany, NY 12210 | www.ils.ny.gov
Office: (518) 486-6447 | Wahidullah.Attahi@ils.ny.gov

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STATE OF NEW YORK CONTRACT FOR GRANTS

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

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

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

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

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

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

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

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

resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

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

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

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

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

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

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

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

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

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

4. Suspension:

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

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible

personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

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

by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall

timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or

meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

- a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
- b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

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

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

J. Charities Registration:

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

K. Vendor Responsibility:

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

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

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

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

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds

\$200,000.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage

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and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is

requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal

employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30)

calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnyccontracts.com/FrontEnd/searchcertifieddirectorv.asp>

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

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

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

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

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

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

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security

Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State

Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

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

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

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

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

**ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS**

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to the Office of Indigent Legal Services (ILS):

Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County:

C. Compton Spain
Putnam County Attorney
Putnam County
Department of Law
48 Gleneida Avenue
Carmel Hamlet, NY 10512
(845) 808-1150 ext. 49405
Compton.Spain@putnamcountyny.gov

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local funds, such funds actually provided by ILS shall be returned to ILS by County.

**ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS**

Please Refer to Attachment C "Work plan."

ATTACHMENT A-3
FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

Not Applicable.

ATTACHMENT B-1

BUDGET

Office of Indigent Legal Services
DISTRIBUTION #14
January 1, 2024 - December 31, 2026

COUNTY OF PUTNAM

Total Contract Amount: \$425,538.00

Budget Expenditure Item	Year 1 1/1/24 - 12/31/24	Year 2 1/1/25 - 12/31/25	Year 3 1/1/26 - 12/31/26
LEGAL AID SOCIETY, INC.			
Personnel:			
Administrative Supervisor - Salary and Fringe	\$70,302.00	\$104,191.00	\$109,400.00
Attorney - Partial Salary and Fringe	\$0.00	\$67,625.00	\$71,006.00
Internship Stipend	\$0.00	\$0.00	\$3,014.00
Subtotal Personnel	\$70,302.00	\$171,816.00	\$183,420.00
TOTAL	\$70,302.00	\$171,816.00	\$183,420.00
THREE-YEAR TOTAL	\$425,538.00		

171,816.00 +

70,302.00 +

002

242,118.00 *

ATTACHMENT C
WORK PLAN
OFFICE OF INDIGENT LEGAL SERVICES
DISTRIBUTION #14
JANUARY 1, 2024 – DECEMBER 31, 2026
COUNTY OF PUTNAM

Goal: To improve the quality of services provided under Article 18-B of the County Law.

Task #1

Provide funding for the salary and fringe of a full-time Administrative Supervisor to act as office manager and assist with the schedules of the arraigning attorneys and in the dissemination of the case-related memorandum.

Performance Measure:

- Assist existing staff by distributing work and monitoring the progress
- Streamlined administrative and office processes that increase efficiency in workload and caseload management

Program Location:

- Putnam County Legal Aid Society

Task #2

Provide funding for the partial salary and fringe of a full-time Putnam Legal Aid Society (LAS) attorney to bolster the capacity of the Putnam LAS to represent all defendants at their first court appearances in Putnam County justice. ILS's Fourth Counsel at First Appearance contract covers the remaining salary and fringe for this position.

Performance Measure:

- Number of clients represented at first appearance as a result of this position

Program Location:

- Putnam County Legal Aid Society

Task #3

Provide funding to support an internship program. Interns will be paid a reasonable stipend to be determined by Putnam LAS leadership beginning in 2026.

Performance Measure:

- Improved recruitment through an established internship program

Program Location:

- Putnam County Legal Aid Society

ATTACHMENT D PAYMENT AND REPORTING

A. General Terms and Conditions:

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

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

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

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

[illegible]

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☒ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

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

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

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

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

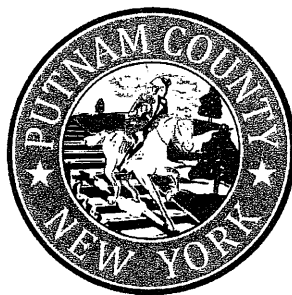
Schedule B: Progress Reporting Requirements

Period 1:			
Progress Report	Report Type	Report Period	Due Date

E. Special Payment and Reporting Provisions

All claims eligible for reimbursement under the terms of this contract shall be submitted to the Office of Indigent Legal Services no later than one hundred twenty (120) days after the end date of any approved term extension. After such time, the claims covered by the terms of this contract and any other associated funding shall no longer be available for such reimbursement.

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

2025 JUN -9 PM 4:21
LEGISLATURE
PUTNAM COUNTY
CARHILL, NY

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
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Increase Estimated Revenues:

25851300 423890	SPCA - Miscellaneous Revenue	\$	50,000
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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; Correspondance 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 Finance • 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

Resolution #71

Introduced by Legislator: Joseph Castellano on behalf of the Audit & Administration Committee at a Regular Meeting held on April 5, 2022.

page 1

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 funding for the purchase of a vehicle; and

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (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

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on April 5, 2022.

Dated: April 7, 2022

Signed: *Diane Schonfeld*

Diane Schonfeld
Clerk of the Legislature of Putnam County

Michael Lewis

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

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 apgrants@dasny.org. 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 the employee or agent responsible for delivering the message to the intended recipient, or if you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system. Any retention, dissemination, distribution or copying of this communication without our prior written permission is 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):

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

ADDRESS:

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: 27638
Grantee ID: 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:
 - i. 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
 - iii. 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 (<https://www.sfs.ny.gov/>) 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:
 - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - ii. 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;
 - 2) 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.

- l) 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 (<https://www.sfs.ny.gov/>).
- 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:
 - i. 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.
- r) 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:

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

DocuSigned by:
KENNETH ROSS

2C2010204784406...

(Signature of Grantee Authorized Officer)

KENNETH ROSS

CHAIRMAN

(Printed Name and Title)

Date: 4/23/2025

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

DocuSigned by:
Sara Richards

0289CBED98674DS...



(Signature of DASNY Authorized Officer)

Sara Richards

Managing Director, Executive Direction

(Printed Name)

Date: 5/21/2025

DASNY OFFICE USE ONLY			
GRANTS ADMIN REVIEW		FINAL LEGAL REVIEW	
APPROVED FOR LEGAL REVIEW:		APPROVED FOR SIGNATURE:	
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	TIMELINE		SOURCES			Total
	Anticipated Dates**		DASNY Share	In-Kind / Equity /Sponsor	Other Sources	
	Start	End	Amount	Amount	Amount	
Purchase of a Vehicle	05/31/2025	08/31/2025	\$50,000.00	\$4,067.31	\$0.00	\$54,067.31

* 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.

** 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.

☒ Approved – Legal Opinion attached



Jennifer M. Pagnillo

Day Pitney LLP/Partner

***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	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <small>DS</small> <i>JK</i> </div>	10/25/2024

**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.

SECTION 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 Applicable):
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 in the past five (5) years, any other Business Name, FEIN, or d/b/a other than what is listed in questions 1-3 above? Yes No **x**

If “Yes”, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity:

9. How many years has this Grantee been in business? 13
10. Authorized Contact

Name: Ken Ross
 Title: Chairman
 Telephone Number: 845-520-6915
 E-mail: kross@spcaputnam.org

11. Type of Business (Please select appropriate response):

- a) 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) ☒ 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. Please indicate whether you believe that any of the information supplied herein is confidential and should be exempt from disclosure under the Freedom of Information Law: Yes No ☒

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 ☒

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 ☒ No

- a) If "No" Grantee does not have a COI policy, please explain why Grantee does not 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?

Yes ☒ No

If answer is "No" to 3b, Please explain:

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 ☒

If the answer is "Yes", please provide details:

SECTION III: DUE DILIGENCE QUESTIONS

1. On a **separate document attached hereto**, list all contracts the Grantee has entered into with any New York State Agency, Public Authority, or other quasi-State entity, in the past five (5) years. Please list the name, address and contact person for the contracting entity, as well as the contract effective dates. Also, provide state contract identification number, if known.

X	NA
---	----

2. Within the past five (5) years, has the Grantee, any principal, owner, director, officer, major stockholder (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
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
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
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) An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease?	Yes	No	X

- | | | | |
|---|-----|----|---|
| 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 | x |
| 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 | x |
| 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 | x |
| - Unemployment insurance or workers' compensation coverage or claim requirements | Yes | No | x |
| - ERISA (Employee Retirement Income Security Act) | Yes | No | x |
| - Federal, State or Local human rights laws | Yes | No | x |
| - Federal INS (Immigration and Naturalization Service) and Alienage laws, Sherman Act or other Federal anti-trust laws | Yes | No | x |
| - A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation? | Yes | No | x |
| - 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 but not limited to cause, current status, resolution, etc.

3. During the past three (3) years, has the Grantee **failed** to:

- a) File any returns, including, if applicable, Federal form 990, with any Federal, State or Local government entity?

Yes No ☒

If "Yes", identify the return that was not filed, the type of form, the year(s) in which the required return was not filed, and the reason why the return was not filed:

- b) Pay any applicable Federal, State, or Local government taxes?

Yes No ☒

If "Yes", identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the Grantee failed to pay and the current status of the liability:

- c) File returns or pay New York State unemployment insurance?

Yes No ☒

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, 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?

Yes No ☒

If "Yes", indicate the years the Grantee failed to file the requested information and the current status of the matter:

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 its affiliates, regardless of the date of filing?

Yes No ☒

If "Yes", indicate if this is applicable to the submitting Grantee or one of its affiliates:

If it is an **affiliate**, related organization or entity, include the affiliate's Name and FEIN:

Provide the court name, address and docket number:

Indicate if the proceedings have been initiated, remain pending or have been closed:

If closed, provide the date 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:

KENNETH ROSS

2C201020475d4106

Signature of Authorized Officer

KENNETH ROSS

Printed Name of Authorized Officer

CHAIRMAN

Title of Authorized Officer

10/22/2024

Date Signed

Signed by:

Craig Gresh

11C10374300D413

Signature of Chair of the Board of Grantee
(or other Authorized Officer)

Craig Gresh

Printed Name of Chair of the Board of Grantee
(or other Authorized Officer)

Treasurer

Title of Authorized Officer

10/22/2024

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.

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 Request # _____ 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 source.
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 Grant funds.
 - ☐ 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.
 - ☐ Other:

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

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 two 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:

1) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR	
2) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: ACCOUNT NAME: _____ ABA #:
OR	

- 3) ☐ We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** We have applied industry standard fraud protections to this account, including but not limited to, check positive pay and ACH positive pay. The wire instructions for this account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

If any further information is needed, please contact me at (____) _____.

Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____ 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.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
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")

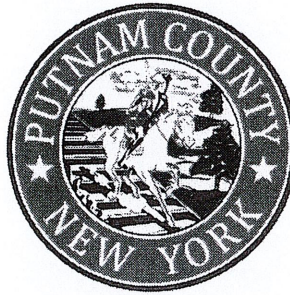
Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and 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.

rev-04/01/08

PH 845 242-2476
FX
VN PH688046

[illegible]

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 – 25A052**
DATE: June 6, 2025

2025 JUN -9 PM 4:37
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

Capital Fund

Increase Appropriations:

53097000 53000 52405	Capital Expenditures	\$	16,000
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Increase Estimated Revenues:

53097000 428601 52405	Transfer In - General Fund	\$	16,000
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General Fund

Increase Appropriations:

10990100 59020 52405	Transfer Out - General Fund	\$	16,000
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Decrease
Increase Estimated Revenues:

10199000 54980	General Contingencies	\$	16,000
----------------	-----------------------	----	--------

Fiscal Impact - 2025 - \$ 16,000

Fiscal Impact - 2026 - \$ 0

Please refer back to Commissioner Feighery's memorandum and backup documentation for the additional request of funding.



MEMORANDUM

TO: Mike Lewis, Commissioner of Finance

FROM: Thomas Feighery
Commissioner of DPW

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

DATE: June 6, 2025

RE: Amend Capital Project 52405 PCSO Life Safety Systems Modernization

✧ Please accept this memorandum as a letter of necessity for the Legislature to consider the amended Capital Projects 52405- PCSO Life Safety Systems Modernization in the amount of \$16,000.

This funding will allow the Department of Public Works to complete this project and fully commission the recently upgraded fire protection and intercom systems throughout the complex. During the installation phase of the project, unanticipated issues were identified and will need to be addressed. These include the addition of intercom tones for shift changes along with troubleshooting specific wiring for cells. These items will need to be remedied in order to successfully and fully complete this project.

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

The associated budgetary backup information is attached.

6/12/25 T.D. Lilly - this can be placed in regular Physical Services Comm. file. [Signature]



Johnson Controls Fire Protection LP
4 Commerce Dr South
Harriman, NY 10926

Johnson Controls Fire Protection LP Quotation

To:
Putnam County
40 Gleneida Ave 3rd Fl
Carmel, NY 10512

Project: Putnam Correctional 5100 Intercom Upgrade - Change
Order 2 - v.1
Johnson Controls Reference: 650329223
Proposal #: 1
Date: 05/15/2025
Page: 1 of 17

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Johnson Controls Fire Protection is pleased to provide the following proposal for the project known as "CO4 Putnam Correctional Facility Troubleshooting Intercom wire to cell 087". The systems proposed in this Quote includes: The scope and materials listed, based on the information we have been provided. Johnson Controls Fire Protection will only be responsible for the installation, programming and equipment as listed.

Johnson Controls Scope of Work:

Johnson Controls will provide the fire alarm equipment listed:

CO4 TROUBLESHOOTING INTERCOM WIRE TO CELL 087

- JCFP to troubleshoot to repair or replace the wiring for the intercom to cell 087.
- After the wiring has been repaired or replaced. JCFP will test for the proper operation on this 087 intercom.
- This work will be priced as a TIME AND MATERIAL BASIS.
- This quote includes 2 men for 2 days with 1000' feet of 18/4 stranded cable.

#- Please know that project drawings could take from 2 to 4 weeks for completion, If applicable.

-Please know that equipment could take from 6 to 8 weeks due to the world-wide product shortages

NOTE: PARTS AND PRODUCT SUPPLY SHORTAGES AND DELIVERY DELAYS SO ALLOW JCI ENOUGH TIME FOR SCHEDULING, ORDERING PARTS, ETC. NOTE: Production Impacted by Global Component Shortages Delivery lead times

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Fire Protection LP
4 Commerce Dr South
Harriman , NY 10926

may increase Valued Johnson Controls Customers, as you may be aware, we continue to face a global shortage of electronic components due to increased demand for electronics and decreased component manufacturing volumes. Our Purchasing and Supply Chain teams are working continuously to minimize disruption to our manufacturing operations. Despite these efforts, we anticipate the shortages will cause Fire Detection Products product lead times to remain extended. Please work with your Johnson Controls representative to forecast your future demand and place your orders as early as possible to ensure we can successfully meet your needs. We appreciate your partnership and perseverance as we experience this headwind. Director of Global Sales Global Fire Detection Products.

NOTE: The AHJ may require a drawings and submittal for all the existing devices in the building that are not even a part of this project, but this is not in JCI scope of work or part of this quote. This is very involved and JCI most likely doesn't have this information so it couldn't be provided at any cost but if JCI can provide such it will be at an additional charge.

ALL WORK DURING JCI NORMAL WORKING HOURS

1. Furnish, install, program, test, and certify the bill of material as listed within this proposal.

Qualifications/Clarifications/Exceptions:

1. Johnson Controls Fire Protection is not responsible for the design of this project. Additional devices may be deemed necessary by the AHJ and could result in additional cost.

2. All work is to be performed during normal Johnson Controls Fire Protection hours of 8:00 AM to 4:30 PM Monday through Friday.

3. Quotation is valid for a period of 30 days ONLY unless modified in writing by Johnson Controls Fire Protection

THIS PROPOSAL IS BASED UPON ONLY THOSE ITEMS DENOTED BY [X]:

☐ Specification section:

☐ Drawings

☐ Up to and including addendum

☐ Counts based on others

☐ Fire Panel Current Program

THIS QUOTATION INCLUDES ONLY THOSE ITEMS DENOTED BY "[X]":

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Fire Protection LP
4 Commerce Dr South
Harriman , NY 10926

☐ Prevailing Wage Rates

☒ Equipment as listed

☐ NY State Sales Tax

☐ Freight (F.O.B. shipping point)

☐ Shop Drawings: AUTO CAD FILES WITH FIRE ALARM DEVICES SHOWN MUST BE PROVIDED BY CUSTOMER AT NO ADDITIONAL COSTS TO JOHNSON CONTROLS FIRE PROTECTION

☐ Installation of equipment

☐ Device terminations

☐ PE Sealed Drawings

☒ Panel terminations

☒ Technical support including software programming

☐ Permit

☐ Inspection Fees

☐ Payment/Performance Bonds

☐ 1 functional Recertification test of new devices

☐ 1 functional Reacceptance Test of 10% of the non-effected fire alarm devices

☐ 1 AHJ test

☐ 8 Hours of standard operation and maintenance training (recorded)

☐ Project coordination meetings

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☐ Close out documentation

☐ Interface to non-SimplexGrinnell provided equipment:

☒ One-year standard warranty

☐ System Check-out based on (1) project phases with (1) contiguous visit per phase check-out, additional site visits per phase will result in additional pricing.

THIS QUOTATION DOES NOT INCLUDE THE FOLLOWING:

1. Any Installation, Cable, Wires, boxes, rough in and relocation
2. 120 VAC power or Phone lines
3. Fire protection, Sprinklers, Suppression Systems, gas solenoids, or Knox Box
4. Any HVAC controls, Code requirements, or anything else that is not listed.
5. Any additional insurance requirements over our standard policy
6. Cutting, drilling, patching, fire caulking or painting of finish surfaces
7. Fire watch, Overtime, Weekend, Holiday work or Project Phasing.
8. Weatherproof, conditioned, or special class control equipment or housing
9. No asbestos abatement or Lead Paint Abatement is identified, expected, or included in this contract. All policies and procedures referenced in the specification will be followed as required.
10. Hiring or coordinating with Elevator Company which is required for any shaft work or elevator controls Work.
11. P-touch labeling of field installed devices
12. Permits, Fees, or Bonds
13. As-Builts Drawings
14. Fire alarm Design and load calculations

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15. Synching new devices to any existing devices.

16. Upgrade of existing Fire alarm network Panels

17. If any additional devices are required or if additional space is needed on the system due to capacity issues a change order / proposal will be provided.

18. It is the responsibility of the owner or contractor to correct any issues or NEC/NFPA code violations with the wiring prior to the commissioning of the above listed devices.

19. Any additional devices or requirements by the Authority Having Jurisdiction.

20. Any demo, temporary fire alarm coverage, tech system disables or enable, fire alarm systems or devices during the project. Delays, Costs and Extensions of Time. Johnson Control Fire Protection (JCFP) JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts, or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.



Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 2 - v.1
Johnson Controls Reference: 650329223
Proposal #: 1
Date: 05/15/2025
Page: 6 of 17

Scope of work : Trouble shoot wiring to Cell 087

IP 6000

Qty(+/-)	Model Number	Description	Ext Price	Order Type
1	RT-8004109	ADI PRO RT 18/4 Stranded 1000' cable	\$227.69	New
Qty(+/-)	Model Number	Description	Ext Price	Order Type
2	PM LAB	PROJECT/CONSTRUCTION MGMT	\$409.74	New
32	TECH LAB	TECHNICAL LABOR	\$6,826.56	New

Net selling price for IP 6000, FOB shipping point, \$7,463.99

Added Line ItemsTotal Price : \$7,463.99

Removed Line ItemsTotal Price: \$0.00

Changed Line ItemsTotal Price: \$0.00

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Payment Options:

Johnson Controls Capital Funding Solutions

Offering flexible solutions for your business needs! Allows for payment over time for products and installation costs with no down payment requirement. We offer a fast turnaround time with a simple web-based application and closing process.

For more information on JC Capital funding solutions, please forward this proposal along with any questions to your sales representative.



Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 2 - v.1
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IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via OTHER, paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values		
Item #	Description	%
1	Deposit	0%
2	Mobilization	10%
3	Engineering	TBD*
4	Material	TBD*
5	Installation	TBD*
6	Commissioning	TBD*
*To be mutually agreed upon in writing at a later date		



Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 2 - v.1
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This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

Invoices are accepted
via OTHER method :

Please specify the delivery method details to be used:

Deposit Invoice accepted (%):

☐ No

☐ Yes



Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 2 - v.1
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<p>Offered By:</p> <p>Johnson Controls Fire Protection LP</p> <p>4 Commerce Dr South</p> <p>Harriman , NY 10926</p> <p>Telephone:</p> <p>Representative: _____</p> <p>Email: mark.tasik@jci.com</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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TERMS AND CONDITIONS
(Rev. 12.12.24)

1. Deposit, Invoicing and Payments. Customer agrees to pay Company pursuant to the progress-based billing schedule of values set forth in Company's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Company will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Company progress-based billing can also include any services performed on-site or off-site. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All invoices will be delivered via OTHER, paid via Electronic Funds Transfer and are due Net 30 days from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount.

Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed

by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with federal, state/provincial, and local codes. Any additional services or



equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act).

Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Company to Customer. Company shall not be responsible for equipment failure occurring while Company is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or PARTS THAT are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, and piping.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are

recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services,

Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

13. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in

Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and



Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the products for the customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the products.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or

otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined.

If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

26. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment,

components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly

increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements, or other costs and expenses incurred by Company in connection with the Force Majeure Event.

30. One-Year Claims Limitation; Forum; Choice of Law. Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this



Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 2 - v.1
Johnson Controls Reference: 650329223
Proposal #: 1
Date: 05/15/2025
Page: 16 of 17

Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. Software and Digital Services.

Digital Enabled Services. Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos

govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern

with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

36. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Company may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. Company as Processor : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

Company as Controller : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's



Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 2 - v.1
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personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. LICENSE INFORMATION (US SECURITY SYSTEM CUSTOMERS): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

HUDSON VALLEY METRO
Hudson Valley Metro Branch 102
Harriman, New York 10926

Phone: 845-537-7269

JCI Contact: Mark Tasik

PRICING PER NYS CONTRACT NO. PT68816

JOHNSON CONTROLS FIRE PROTECTION
(FORMERLY SIMPLEXGRINNELL)

OGS Procurement Weblink: <https://online.ogs.ny.gov/purchase/snt/awardnotes/7720123150ContractorPage.pdf>

**CONFIDENTIAL - FOR USE ONLY BY
Johnson Controls Fire Protection
AND**

Putnam Correctional Facility

JCI Fire Protection Quote No:

DATE: May 15, 2025

REV DATE:

FACILITY: Putnam Correctional Facility
COUNTY: Putnam
OGS REGION NUMBER: 3
BLDG NAME & NUMBER:
PROJECT NAME: CO1 Intercom Tone add on
PROJECT NUMBER:

Work to be performed as:

• **FIXED PRICE/LUMP SUM**

TIME & MATERIAL (LABOR & MATERIAL)

MATERIAL PRICING

SEE ATTACHED
MATERIAL SHEETS

PAGE 1	SUB TOTAL	\$	1,090.29
PAGE 2	SUB TOTAL	\$	-
PAGE 3	SUB TOTAL	\$	-
PAGE 4	SUB TOTAL	\$	-
PAGE 5	SUB TOTAL	\$	-

TOTAL MATERIAL	\$ 1,090.29
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SUBCONTRACTOR PRICING

SUBCONTRACTOR NAME AND ADDRESS

NET PRICE

\$ -

\$ -

\$ -

TOTAL SUB-CONT	\$ -
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JCI FIRE PROTECTION - LABOR PRICING - TOTAL COMBINED

DESCRIPTION

TOTAL

SECURITY/FIRE ALARM TECHNICIAN - STRAIGHT TIME	SUB TOTAL \$	6,826.56
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PROJECT/PROGRAM MANAGER - STRAIGHT TIME	SUB TOTAL \$	819.48
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SUB TOTAL \$ -

SUB TOTAL \$ -

SUB TOTAL \$ -

SUB TOTAL \$ -

SUB TOTAL \$ -

SUB TOTAL \$ -

SUB TOTAL \$ -

SUB TOTAL \$ -

SUB TOTAL \$ -

SUB TOTAL \$ -

SUB TOTAL \$ -

SUB TOTAL \$ -

SUB TOTAL \$ -

TOTAL LABOR	\$	7,646.04
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PRICING SUMMARY

PRICING SUMMARY					
		Category	NYS Contract Price Before Additional Discount	Overall Additional Savings	Net Price
		JCI FIRE PROTECTION MATERIAL	\$ 1,758.54	38%	\$ 1,090.29
		SUB CONTRACTOR LABOR	\$ -	#DIV/0!	\$ -
		JCI FIRE PROTECTION LABOR	\$ 7,646.04		\$ - 7,646.04
				GRAND TOTAL	\$ 8,736.33



HUDSON VALLEY METRO
Hudson Valley Metro Branch 102
Harriman, New York 10926
Contact: Mark Task

PRICING PER NYS CONTRACT NO. PT68816

JOHNSON CONTROLS FIRE PROTECTION
(FORMERLY SIMPLEXGRINNELL)

CONFIDENTIAL - FOR USE ONLY BY
Johnson Controls Fire Protection AND

Putnam Correctional Facility

JCI Fire Protection Quote No: 0

DATE: May 15, 2025

REV DATE:

FACILITY: Putnam Correctional Facility

COUNTY: Putnam

OCS REGION NUMBER: 3

BLDG NAME & NUMBER: 0

PROJECT NAME: CO1 Intercom Tone add on

PROJECT NUMBER: 0

SCOPE OF WORK

SCOPE OF WORK

Johnson Controls Fire Protection is pleased to offer for your consideration this quotation for the above project.
Terms and conditions of the Intelligent Facility & Security Systems and Solutions NYS Contract PT68816 prevail

CHANGE ORDER 01 Scope of Work:

- JCFP to add a tone to the new intercom to be sounded for shift change at the following times.
8:15AM, 3:15PM, 10:00PM
- JCFP to add the parts and program the new Valcom IP6000 intercom.
- JCFP to test these time changes to ensure that they are heard throughout the facility.

Inclusions:

- Pricing, Terms & Conditions are in accordance with New York State Contract # PT68816

Exclusions

- Permits, As-Builts, Drawings, Submittals
- Existing Shorts, Grounds, Alarms, Troubles and Supervisory Conditions
- Changes to existing field wiring within interior of building
- Painting, Patching, Cutting, etc.
- Fire watch
- Additional changes requested by Owner/Consultant/Local AHJ
- Asbestos abatement
- All work and associated fees with 3rd Party Service Companies SOW and/or
- Testing (Elevator, HVAC, etc.)
- Overtime and/or shift differential work
- Sales Tax (shall be added to invoice unless buyer provides acceptable exemption
- documents)
- Required 120VAC power outlets/sources for listed equipment beyond the fire alarm equipment.
- Additional AHJ Inspections

Delays, Costs and Extensions of Time.

•JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

Assumptions

- JCI technicians will have free and unobstructed access to work areas.
- Buyer shall be responsible for moving obstacles prior to scheduled work.
- Work areas do not contain hazardous material such as asbestos, lead, caustic fluids, Etc.
- Work areas are not designated as confined space

[illegible]

[illegible]



Johnson Controls Fire Protection LP
4 Commerce Dr South
Harriman , NY 10926

Johnson Controls Fire Protection LP Quotation

To:
Putnam County
40 Gleneida Ave 3rd Fl
Carmel, NY 10512

Project: Putnam Correctional 5100 Intercom Upgrade - Change
Order 1 - v.1
Johnson Controls Reference: 650329223
Proposal #: 1
Date: 05/15/2025
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Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

CHANGE ORDER 01 Scope of Work:

- JCFP to add a tone to the new intercom to be sounded for shift change at the following times.

o 7:15AM, 3:15PM, 10:00PM

- JCFP to add the parts and program the new Valcom IP6000 intercom.
- JCFP to test these time changes to ensure that they are heard throughout the facility.

Inclusions:

- Pricing, Terms & Conditions are in accordance with New York State Contract # PT68816

Exclusions

- Permits, As-Builts, Drawings, Submittals
- Existing Shorts, Grounds, Alarms, Troubles and Supervisory Conditions
- Changes to existing field wiring within interior of building
- Painting, Patching, Cutting, etc.
- Fire watch
- Additional changes requested by Owner/Consultant/Local AHJ

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Fire Protection LP
4 Commerce Dr South
Harriman , NY 10926

- Asbestos abatement
- All work and associated fees with 3rd Party Service Companies SOW and/or
- Testing (Elevator, HVAC, etc.)
- Overtime and/or shift differential work
- Sales Tax (shall be added to invoice unless buyer provides acceptable exemption
- documents)
- Required 120VAC power outlets/sources for listed equipment beyond the fire alarm equipment.
- Additional AHJ Inspections

Delays, Costs and Extensions of Time.

• JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

Assumptions

- JCI technicians will have free and unobstructed access to work areas.
- Buyer shall be responsible for moving obstacles prior to scheduled work.
- Work areas do not contain hazardous material such as asbestos, lead, caustic fluids, Etc.
- Work areas are not designated as confined space



Johnson Controls Fire Protection LP
4 Commerce Dr South
Harriman , NY 10926

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 1 - v.1
Johnson Controls Reference: 650329223
Proposal #: 1
Date: 05/15/2025
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Qty(+/-)	Model Number	Description	Ext Price	Order Type
2	V-2003A	3 ZONE W/TONE GEN W/PWR	\$1,090.29	New
Qty(+/-)	Model Number	Description	Ext Price	Order Type
4	PM LAB	PROJECT/CONSTRUCTION MGMT	\$687.06	New
32	TECH LAB	TECHNICAL LABOR	\$6,826.56	New

Net selling price for CO1 Intercom, FOB shipping point, \$8,603.91

Added Line ItemsTotal Price : \$8,603.91

Removed Line ItemsTotal Price: \$0.00

Changed Line ItemsTotal Price: \$0.00

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Payment Options:

Johnson Controls Capital Funding Solutions

Offering flexible solutions for your business needs! Allows for payment over time for products and installation costs with no down payment requirement. We offer a fast turnaround time with a simple web-based application and closing process.

For more information on JC Capital funding solutions, please forward this proposal along with any questions to your sales representative.



Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 1 - v.1
Johnson Controls Reference: 650329223
Proposal #: 1
Date: 05/15/2025
Page: 5 of 15

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via OTHER, paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values

Item #	Description	%
1	Deposit	0%
2	Mobilization	10%
3	Engineering	TBD*
4	Material	TBD*
5	Installation	TBD*
6	Commissioning	TBD*

*To be mutually agreed upon in writing at a later date



Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 1 - v.1
Johnson Controls Reference: 650329223
Proposal #: 1
Date: 05/15/2025
Page: 6 of 15

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

Invoices are accepted
via OTHER method :

Please specify the delivery method details to be used:

Deposit Invoice accepted (%):

☐ No

☐ Yes



Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 1 - v.1
Johnson Controls Reference: 650329223
Proposal #: 1
Date: 05/15/2025
Page: 7 of 15

<p>Offered By:</p> <p>Johnson Controls Fire Protection LP</p> <p>4 Commerce Dr South</p> <p>Harriman , NY 10926</p> <p>Telephone:</p> <p>Representative: _____</p> <p>Email: mark.tasik@jci.com</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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TERMS AND CONDITIONS
(Rev. 12.12.24)

1. Deposit, Invoicing and Payments. Customer agrees to pay Company pursuant to the progress-based billing schedule of values set forth in Company's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Company will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Company progress-based billing can also include any services performed on-site or off-site. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All invoices will be delivered via OTHER, paid via Electronic Funds Transfer and are due Net 30 days from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed

by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with federal, state/provincial, and local codes. Any additional services or



equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act).

Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Company to Customer. Company shall not be responsible for equipment failure occurring while Company is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or PARTS THAT are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, and piping.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are



recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services,

Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

13. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in



Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and



Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the products for the customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the products.

23 . Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or

otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined.

If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

26. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment,

components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly

increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements, or other costs and expenses incurred by Company in connection with the Force Majeure Event.

30. One-Year Claims Limitation; Forum; Choice of Law. Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this

Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. Software and Digital Services.

Digital Enabled Services. Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generalaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern

with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

36. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Company may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. Company as Processor : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as Controller :** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's



Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 1 - v.1
Johnson Controls Reference: 650329223
Proposal #: 1
Date: 05/15/2025
Page: 15 of 15

personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. LICENSE INFORMATION (US SECURITY SYSTEM CUSTOMERS): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

MICHAEL LEWIS
Commissioner Of Finance



cc:all Health D+A *#6e* *2025*
SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORMAN
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

June 9, 2025

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

2025 JUN -9 PM 4:10
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Dear Ms. Schonfeld

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following request to amend the 2025 Health Department budget which has been submitted for approval.

Increase Revenues:

21401000 427701	Health Education - Unclassified	<u>\$3,000.00</u>
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Increase Expenses:

21401000 54329	Health Education – Promotional	<u>\$3,000.00</u>
----------------	--------------------------------	-------------------

2025 Fiscal Impact - 0
2026 Fiscal Impact - 0-

The PC Health Department is in receipt of a check from Nuvance Health in the amount of \$3,000. These funds are to be used to help offset the cost of Tick Removal Kits that the PCDOH provides to the public at no cost.

AUTHORIZATION:

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

25A054

Nuvance Health check # 229796 ~ \$3,000.00

RIAN RODRIGUEZ, MPH
PUBLIC HEALTH DIRECTOR



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

TO: Michael Lewis, Commissioner of Finance

FROM: William A. Orr, Jr., Senior Fiscal Manager *WAO*

DATE: June 3, 2025

RE: **Budgetary Amendment to Health Education**
Nuvance Check #229796; Dated May 29, 2025

Please review and approve Budgetary Amendment for the Health Education Program and upon approval, please forward to the Legislative Committee.

Increase Revenue: 21401000-427701

Health Education-Unclassified \$3,000.00

Total Revenue \$3,000.00

Increase Expense: 21401000-54329

Health Education-Promotional \$3,000.00

Total Expense \$3,000.00

Total Fiscal Impact \$0.00

See the attached Justification and sponsorship check from Nuvance Health.

WAO:nc

RIAN RODRIGUEZ, MPH
PUBLIC HEALTH DIRECTOR



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

June 3, 2025

Hi Sue,

As per our phone conversation, attached is a Budgetary Amendment in the amount of \$3,000 for Health Education Accounts and a check from Nuvance Health in the amount of \$3,000. The money is to support purchase of Tick Kits for distribution to the Public.

Please deposit check accordingly. Please process the Budgetary Amendment.

Let me know if you have any questions and thanks,

Nancy



24 Hospital Ave.
Danbury, CT 06810

229796229796

PAGE: 1 of 1

DATE: May 29, 2025

CHECK NUMBER: 229796

AMOUNT PAID: \$3,000.00

Inquiries To: ACCOUNTS.PAYABLE@WCHN.ORG



20713 27025 CKS ZA 25149 - 0000229796 NNNNNNNNNNN 1495100004504 X587A1 C
PUTNAM COUNTY DEPARTMENT OF
HEALTH
1 GENEVA ROAD
BREWSTER NY 10509



Vendor No: 116688

Invoice Number	Description	Gross Amount	Discount	Net Amount
2HE	INVOICE	\$3,000.00	\$0.00	\$3,000.00
	TOTALS	\$3,000.00	\$0.00	\$3,000.00

Donation for tick kits for
distribution to Public

PLEASE DETACH BEFORE DEPOSITING CHECK

MICHAEL LEWIS
Commissioner Of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORMAN
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

June 9, 2025

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

2025 JUN -9 PM 4:12
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Dear Ms. Schonfeld

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following request to amend the 2025 Planning Department budget which has been submitted for approval.

Increase Revenues:

55997000 435974 51711	State Aid – MEP Funding	<u>\$137,909</u>
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Decrease Revenues:

55997000 435970 51711	State Aid – Section 5307	<u>\$137,909</u>
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2025 Fiscal Impact - 0
2026 Fiscal Impact - 0-

This amendment is required to correct the State aid funding source. The funds are available through the NYS DOT Public Transportation Modernization and Enhancement Program and are reimbursable at 100%.

AUTHORIZATION:

Date	Commissioner of Finance/Designee: Initiation by \$0 - \$5,000.00	
Date	County Executive/Designee: Authorized for Legislative Consideration \$5,000.01 - \$10,000.00	
Date	Chairperson Audit/Designee: \$0 - \$10,000.00	25A055
Date	Audit & Administration Committee: \$10,000.01 - \$25,000.00	

PUTNAM COUNTY LEGISLATURE

Resolution #66

Introduced by Legislator: Joseph Castellano on behalf of the Audit & Administration Committee
at a Regular Meeting held on March 5, 2024.

page 1

**APPROVAL/ BUDGETARY AMENDMENT (23A094)/ PLANNING DEPARTMENT/ NYSDOT
CONTRACT/ MODERNIZATION & ENHANCEMENT PROGRAM (MEP) FUNDING /
TROLLEY REPLACEMENT**

WHEREAS, the Commissioner of Planning has requested a budgetary amendment (23A094) in anticipation of receiving an approved contract from NYSDOT for various approved grant funding including Modernization & Enhancement Program (MEP) funding in the amount of \$137,909 for a trolley purchase; 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 Appropriations:

55997000 53000 51711 Capital Expenditures – Transit Buses 137,909

Increase Estimated Revenues:

55997000 435970 51711 State Aid – Section 5307 137,909

2023 Fiscal Impact – 0 –

2024 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

State of New York

ss:

County of Putnam

APPROVED


COUNTY EXECUTIVE

3/13/24
DATE

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on March 5, 2024.

Dated: March 7, 2024

Signed:



Diane Schonfeld
Clerk of the Legislature of Putnam County

PROJECT AGREEMENT

SCHEDULE A Dated

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:

Putnam County

Comptroller's Contract #: **K007559** Contract period: **4/1/2023 to 3/31/2028**

AGREEMENT PURPOSE: ☒ Main Agreement ☐ Supplemental Schedule ☐ Administrative Correction

GENERAL PROJECT DESCRIPTION

SFY 2324 Urban Master Grant Agreement

PROJECT LOCATION/JURISDICTION or SERVICE AREA

Putnam County

PIN	Project	Award ID:	DOT Rev	Estimated Project Cost	Federal Share	Admin/ Direct - **	%	*State Share	%	Local Share	%	Source State Approp	Project End Date	Useful Life
8756.84.001	Maybrook Bikeway II - Phase A	NY-2022-035-00	0 - 0	\$650,000.00	\$520,000.00	Direct	80	\$65,000.00	10	\$65,000.00	10	Omnibus	12/2022	20
8756.84.001	Maybrook Bikeway II - Phase A	NY-2023-063-00	0 - 0	\$750,000.00	\$600,000.00	Direct	80	\$75,000.00	10	\$75,000.00	10	Omnibus	12/2022	20
8756.84.001	Maybrook Bikeway II - Phase A	NY-2021-035-00	0 - 0	\$1,471,002.00	\$1,176,802.00	Direct	80	\$147,100.00	10	\$147,100.00	10	Omnibus	12/2022	20
8TM0.66.001	Replacement Bus <30ft	NY-2023-063-00	0 - 0	\$101,631.00	\$81,305.00	Direct	80	\$10,164.00	10	\$10,162.00	10	Omnibus	12/2024	7
8TM0.66.002	Trolley Replacement	NY-2023-063-00	0 - 0	\$98,787.00	\$79,030.00	Direct	80	\$9,879.00	10	\$9,878.00	10	Omnibus	12/2024	10
8TM0.66.002	Trolley Replacement	TC-20-PUT-	0 - 0	\$137,909.00	\$0.00	Direct	0	\$137,909.00	100	\$0.00	0	Transit - MEP	12/2024	10
8TM0.66.003	2 Expansion Vans	NY-2023-063-00	0 - 0	\$150,000.00	\$120,000.00	Direct	80	\$15,000.00	10	\$15,000.00	10	Omnibus	10/2024	4
8TM0.82.003	Trolley Expansion	NY-2023-063-00	0 - 0	\$251,672.00	\$201,337.00	Direct	80	\$25,168.00	10	\$25,167.00	10	Omnibus	12/2024	10
8TM0.82.004	2 Vans Expansion	NY-2023-063-00	0 - 0	\$150,000.00	\$120,000.00	Direct	80	\$15,000.00	10	\$15,000.00	10	Omnibus	12/2024	4
8TM1.28.002	Bus Support Equip / Facilities Rehab Building Se	TC-22-PUT-01	0 - 0	\$93,893.00	\$0.00	Direct	0	\$93,893.00	100	\$0.00	0	Transit - MEP	12/2024	15
8TM1.28.003	Bus Support Equip / Facilities Purchase Bus Lifts	TC-22-PUT-01	0 - 0	\$112,671.00	\$0.00	Direct	0	\$112,671.00	100	\$0.00	0	Transit - MEP	12/2024	20
8TM1.28.004	Bus Support Equip / Facilities Purchase Bus Lifts	TC-23-PUT-	0 - 0	\$170,000.00	\$0.00	Direct	0	\$170,000.00	100	\$0.00	0	Transit - MEP	12/2024	20
8TM1.28.005	Bus Electrification / Power Dist. Purchase EV Ch	TC-23-PUT-	0 - 0	\$36,564.00	\$0.00	Direct	0	\$36,564.00	100	\$0.00	0	Transit - MEP	12/2024	10
8TM1.28.006	Bus Support Equip / Facilities Rehab HVAC	TC-21-PUT-01	0 - 0	\$137,909.00	\$0.00	Direct	0	\$137,909.00	100	\$0.00	0	Transit - MEP	12/2024	15
8TM.61.002	2023 Project Administration	NY-2023-063-00	0 - 0	\$100,000.00	\$80,000.00	Direct	80	\$10,000.00	10	\$10,000.00	10	Omnibus	12/2024	10
8TRM.61.00A	2022 Project Administration	NY-2022-035-00	0 - 0	\$100,000.00	\$80,000.00	Direct	80	\$10,000.00	10	\$10,000.00	10	Omnibus	12/2024	10
Agreement Total:				\$4,512,038.00	\$3,058,474.00			\$1,071,257.00		\$382,307.00				

* With NYSDOT concurrence, the state shares may be interchanged among PINs within the Schedule and total State share

** If (DOT-PAY) is listed under the Admin/Direct column, then the Federal Dollars for that row is not included in the Federal Share of the Agreement.



Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

RONALD L. EPSTEIN
Executive Deputy Commissioner
Chief Financial Officer

September 14, 2020

Honorable MaryEllen Odell, County Executive
Putnam County
Putnam County Office Building
40 Gleneida Avenue
Carmel, New York 10512-1705

Dear County Executive Odell:

The New York State Department of Transportation (NYSDOT) is pleased to announce that Putnam County has been awarded **\$137,909** in funding under Governor Cuomo's 2020 Public Transportation Modernization and Enhancement Program.

The Public Transportation Modernization and Enhancement Program, authorized pursuant to the five-year State Transportation Plan, provides 100 percent State capital funding to upgrade and enhance public transportation systems. To guide your agency staff in the identification of candidate capital projects, program guidance and application forms can be found at <https://www.dot.ny.gov/divisions/policy-and-strategy/public-transportation/funding-sources/modernization-enhancement>. Putnam County is encouraged to submit the electronic application no later than October 27th, 2020.

I want to personally thank you for your support of this important infrastructure program. If you have any questions or require additional information, please feel free to contact me or Erika Bacher, Director of the Office of Modal Grants Administration, at (518) 485-7950.

Sincerely,

A handwritten signature in black ink, appearing to be "Ronald L. Epstein", written over a circular stamp or seal.

Ronald L. Epstein
Executive Deputy Commissioner/CFO

CC:

Sandra Fusco, Deputy Commissioner for Planning, Putnam County Dept. of Planning, Dev., & Public Transp.

Carrie DeMarchi, Planning Assistant, Putnam County Dept. of Planning, Dev., & Public Transp.

Sandra Jobson, RPPM, Region 8

Lance MacMillan, Regional Director, Region 8

Ali Mohseni, Staff Director, Mid-Hudson South TCC



Department of Transportation

Public Transportation Modernization and Enhancement Program Application

PART A: APPLICANT INFORMATION

Applicants must complete all required fields as they appear in the application. Required fields are designated by a preceding asterisk (*).

*Applicant Name: Putnam County	System 1 Name (if different from Applicant Name): Putnam Area Rapid Transit (PART	*NYS GRANTS GATEWAY ID: GDV-DOL-05346
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APPLICANT CONTACT INFORMATION:

Salutation: Ms.	*First Name: MaryEllen	*Last Name: Odell
*Title: County Executive		
*Address: 1 40 Gleneida Avenue, 3rd Floor		
Address 2:		
*City: Carmel	*State: NY	*Zip Code: 10512
*Web Site: www.putnamcountyny.gov		
*Phone #: (845) 808-1001	Fax Number: (845) 808-1901	*E-mail: maryellen.odell@putnamcountyny.gov

☐ Check here if Business address and Contact address are the same. If not, please provide the Business address below:

Address 1: Putnam County Department of Planning, Development & Public Transportation			
Address 2: 841 Fair Street			
City: Carmel	State: NY	Zip Code: 10512	Web Site: www.putnamcountyny.gov
Phone #: (845) 878-3480	Fax Number: (845) 808-1948	E-mail: barbara.barosa@putnamcountyny.gov	

PART B: FUNDING SUMMARY TABLE

*Enter the total amount of Public Transportation Modernization and Enhancement Program funding allocated to your entity, and the amount of funding applied for in this application (by year) in the shaded cells below. All prior SFY funds must be applied for prior to using the SFY 2020/21 allocation.

SFY	Total Public Transportation Modernization and Enhancement Program Funding Available from Allocation For Use	Amount Applied in this Application	Amount Remaining
SFY 2016/17			
SFY 2017/18			
SFY 2018/19 Core			
SFY 2018/19 Supplemental			
SFY 2019/20 Core			
SFY 2019/20 Supplemental			
SFY 2020/21 Core	\$137,909.00	\$137,909.00	\$0.00
Total	\$137,909.00	\$137,909.00	\$0.00

*Enter the number of projects to be included in this Application. You can use this form for up to 16 projects.

1

PART C: DETAILED PROJECT INFORMATION

Enter a descriptive name for the project in the **Project Name box** (e.g. "Purchase 6 Clean Diesel Buses"). Select appropriate project status from the drop-down box. Based on the Project status selected, the form allows the attachment of the original application by checking the box to attach a file. Enter the project service life according to industry standards. Note that projects funded with Public Transportation Modernization and Enhancement Program funding must, minimally, have an average 10 year service life.

*Project No. *Project Name:

*Project Status Description: ☐ *Attach Original Application *Project Useful Life (In years):

*Using the **FTA Scope and Activity Line Item (ALI) codes**, enter a detailed description of the project to be funded. Eligible projects must have an average 10 year service life.

Putnam County would replace one of two existing 2008 PART bus trolley buses that are past their useful life and in poor condition. The proposed trolley will replace an existing trolley bus that services the Cold Spring area. The FTA Scope and ALI Code is 111-00, 11.12.09, Bus Rolling Stock, Bus Trolley STD. The trolley purchase would be for a 2022 Villager 30' FORD f53 v-8 7.3 Gasoline with wheelchair/ ADA accessible features. Total purchase cost will be \$236,686.

*Select the response that best describes the project. Enter project details below:

***Project Schedule:** Enter the PIN Number in the following format (XXXX.XX.001). To enter dates, click in the box, then select the appropriate date from the drop down calendar for each of the boxes. Enter the estimated drawdown dates by selecting the dates from the drop down calendar.

Project PIN	Specifications Completed	Bid Opening(s)	Contract(s) Awarded	Start Date (Beneficial Use)
8TM066	Feb 1, 2023	Feb 2, 2023	Mar 1, 2023	Aug 31, 2023
Percentage of funds to be drawdown	25%	50%	75%	100%
Estimated State Drawdown Request Dates:	Sep 15, 2023	Sep 15, 2023	Sep 15, 2023	Sep 15, 2023

*In the Table below, use the cursor to click in each box. In the **Funding Distribution column**, enter the funds applied to the project in the shaded boxes below (whole numbers only; no dollar signs or commas). *Note: All prior SFY Transit Capital funds must be applied for prior to using the SFY 2020/21 allocation. Total funding applied to a project is calculated automatically.*

In the Proposed Funding column, enter the **Total Project Cost**, the amount of **Federal Funds** (NOT to exceed 80% of the Net Project Cost), and the **Applicant Overmatch** amount, if different than calculated value, in the shaded boxes.

Funding Distribution:

Proposed Funding:

Applicable SFY Funding	Distribution of Funds for this Project	Total Project Cost	
2016/17		Amount Applied	\$137,909.00
2017/18		Net Project Cost	\$98,787.00
2018/17 Core Funds		Federal Funds	\$79,029.60
2018/19 Supplemental Funds		State Omnibus Match	\$9,878.70
2019/20 Core Funds		Required Applicant Match	\$9,878.70
2019/20 Supplemental Funds			
2020/21 Core Funds	\$137,909.00		
Total Amount Applied	\$137,909.00	Applicant Overmatch	

Describe Funding Sources for Applicant Overmatch:

The County will utilize FTA 5307 funds and or County capital funds to provide the additional funding for the trolley purchase.

☐ Attach Funding Source Documents

PART D: APPLICATION SUBMISSION

- ☒ By checking this box, the applicant certifies that the Public Transportation Modernization and Enhancement Program funding applied for herein adheres to the Application Instructions and Guidance.

Signing the Application: The Sponsor's Chief Executive Officer (or designee) authorized to enter into an agreement with the New York State Department of Transportation must sign this application. The person signing the agreement should be the same person empowered to accept federal funds on behalf of their agency.

Applicant Signature:

Maryellen O'Neil

Signature

Signature

Submitting the Application: Click on the button to submit the application to NYSDOT. Attach any additional supporting documentation to the email.

Submit Application

FOR NYSDOT USE ONLY:

☐ Approved as requested ☐ Approved with modification(s) ☐ Not Eligible

Notes:

Signature:

Signature

MICHAEL LEWIS
Commissioner Of Finance



cc: all
Rest OK Paul
A+A
#69
SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

June 9, 2025

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

Dear Ms. Schonfeld

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following request to amend the 2025 Sheriff's Department budget:

Increase Revenues:

32311000 426801	Sheriff BCI – Insurance Recoveries	\$ 4,465.21
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Increase Expenses:

32311000 54370	Sheriff BCI – Automotive	\$ 4,465.21
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2025 Fiscal Impact - 0

2026 Fiscal Impact – 0

This amendment recognizes reimbursement from Travelers Insurance Co. for damages to a 2023 Ford Interceptor in the PCSO BCI fleet. The accident occurred on March 3, 2025.

AUTHORIZATION:

Date	Commissioner of Finance/Designee: Initiation by \$0 - \$5,000.00
------	--

Date	County Executive/Designee: Authorized for Legislative Consideration \$5,000.01 - \$10,000.00
------	--

Date	Chairperson Audit/Designee: \$0 - \$10,000.00
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25A056

Date	Audit & Administration Committee: \$10,000.01 - \$25,000.00
------	---

Traveler's – check # 34271783 - \$4,465.21

JOHN B. CHERICO
First Deputy County Attorney

ANNA M. DIAZ
Senior Deputy County Attorney

CONRAD J. PASQUALE
Senior Deputy County Attorney



HEATHER M. ABISSI
Senior Deputy County Attorney

MAT C. BRUNO, SR.
Risk Manager

LOWELL R. SIEGEL
Deputy County Attorney

C. COMPTON SPAIN
County Attorney

DEPARTMENT OF LAW

TO: Michael Lewis, Finance
FROM: Mat C. Bruno, Sr., Manager Risk & Compliance
DATE: April 22, 2025
RE: Vehicle Accident Claim Reimbursement

A handwritten signature in black ink, appearing to be "MB", is written over the "FROM:" line of the memo.

Enclosed please find Travelers check # _____ in the amount of \$4465.21 representing payment for the accident listed below. The Sheriff Department is expecting credit for the check. Please deposit the reimbursement in Sheriff line: 32311000, Auto- 54370.

Accident Number	Date of Accident	Damage	Reimbursement	Ins. Co	Employee Driver
6	03/03/2025	\$4465.21	\$4465.21	Travelers	

Thank you.

MCB/da
Enc.

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512

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

**This office will not accept service via facsimile*

THE TRAVELERS - TRAVELERS - AUTO EX
TRAVELERS - AUTO EXPRESS
PO BOX 430
BUFFALO NY 14240--043
SA03895

TRAVELERS 

DATE: 04/18/25
LOSS DATE: 03/03/25
FILE NUMBER:

PUTNAM COUNTY C/O LAW DEPT
48 GLENEIDA AVE
CARMEL NY 10512

CLAIMANT:
/PUTNAM CO SHERIFFS OFFICE

ACCOUNT NAME:
PETER J DOMIN

TRAVELERS PERSONAL INSURANCE COMPANY

EXPLANATION OF PAYMENT

Property Damage Liability \$4465.21
TOTAL PAID \$4465.21

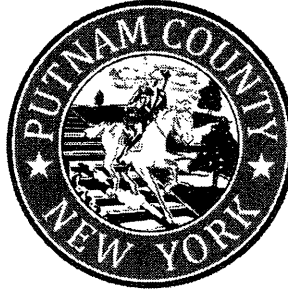
CLAIM
DAMAGE TO 2023 FORD INTERCEPTOR

FOR ADDITIONAL INFORMATION, CONTACT: ALI TOTH AT (716)855-5170

108003928
DETACH CHECK

UNSUMM -111311
OVRPUNS2-121295
DETACH CHECK

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 – 25A057**

DATE: June 18, 2025

2025 JUN 18 PM 2:58
LEGISLATURE
PUTNAM COUNTY
CARNEL, NY

At the request of the Director of Youth Bureau, the following budgetary amendment is recommended.

CAPITAL FUND:

INCREASE ESTIMATED REVENUES:

55197000 428601 52510	TRANSFER IN - GENERAL FUND	\$	95,000.00
-----------------------	----------------------------	----	-----------

INCREASE APPROPRIATIONS:

55197000 53000 52510	CAPITAL EXPENDITURES - YOUTH BUREAU REALLOCATION	\$	95,000.00
----------------------	--	----	-----------

GENERAL FUND:

DECREASE APPROPRIATIONS:

10199000 54980	GENERAL CONTINGENCIES	\$	95,000.00
----------------	-----------------------	----	-----------

INCREASE APPROPRIATIONS:

10990100 59020	TRANSFER OUT - CAPITAL FUND	\$	95,000.00
----------------	-----------------------------	----	-----------

2025 Fiscal Impact \$95,000
2026 Fiscal Impact \$0

Please refer to Director Cunningham's memorandum regarding the additional funding necessary for furniture, fixtures and equipment to outfit the new facility.

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE McGUIRE
Deputy Commissioner



JANEEN CUNNINGHAM
Executive Director

KIMBERLY REALBUTO
Deputy Director

YOUTH BUREAU

TO: Michael Lewis, Commissioner of Finance

FROM: Janeen Cunningham, Executive Director

CC: Sara Servadio, Commissioner, Depts. of Mental Health, Social Services & Youth Bureau
Diane Schonfeld, Clerk, Legislature
Michele Sharkey, County Auditor

DATE: Wednesday, June 18, 2025

RE: LETTER OF NECESSITY – Amend Capital Project 52510 - Youth Bureau Relocation

Please accept this letter of necessity for the Legislature to consider amending Capital Project 52510 - Youth Bureau Relocation in the amount of \$95,000.00

The Youth Bureau is excited to have our own space for youth programming at the Tilly Foster Farm in renovated Building #7. We are requesting the funding necessary for furniture, fixtures and equipment to outfit the new facility.

Our current furniture is over twenty years old and due to size constraints in Building #7, most of it cannot be accommodated in the new space. Desks would not fit up the stairs to the second floor and new furniture will have to be assembled in place. We have also included Smart TVs in conference rooms to allow for multiple meetings/programs to take place at one time. Finally, we plan to have the Fun Days summer program move to Tilly where the campers can enjoy the Farm and use of the outdoor space, necessitating the outdoor furniture and umbrellas. This new facility and its location at the Tilly Foster Farm will enhance programming for the youth in Putnam County.

Should the cost of the full furniture package not be approved, we can eliminate the outdoor furniture at this time. This will still allow us to start programming in September with the outdoor furniture being considered at a future date.

The cost for furniture including delivery and installation is \$85,631.07. A detailed quote from Interior Innovations, a NYS contracted vendor, is attached. The estimated additional costs for outdoor umbrellas and area rugs, not included in the above-mentioned quote, are \$500 and would be ordered separately.

Also attached is a quote for (4) Smart TV's with (4) Logitech Conference room cameras and (3) additional networked phones. The estimated cost is \$6,500.00.

We have also included a small 2.5% contingency for any other small items that may be needed once everything has arrived and is installed.

We appreciate your consideration of this request.

NEW YOUTH BUREAU TILLY FOSTER FARM (BLDG 7)

100 ROUTE 312 BREWSTER, NY 10509

Table of Contents



WHO IS INTERIOR INNOVATIONS

- » LAURA CUEVA
- » THE INTERIOR INNOVATIONS TEAM
- » "YOU ARE ANOTHER ME"

DESIGN DOCUMENTATION

- » OVERALL FLOOR PLAN
- » ENLARGED PLAN
- » PRODUCT RENDERING
- » PRODUCT SPECIFICATION

6/5/2025





Laura Cueva President & CEO Interior Innovations
Customer Relations & Corporate Strategies 25+ Years

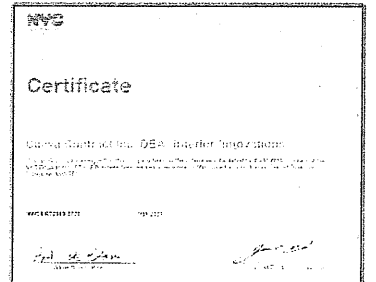
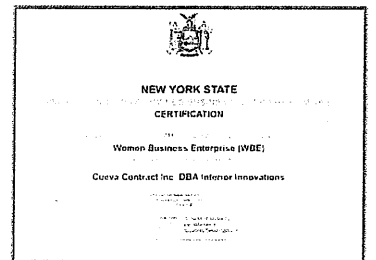
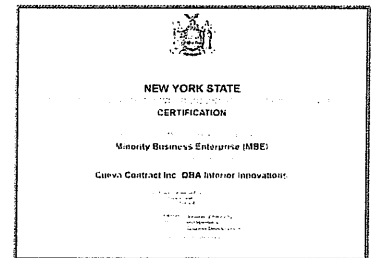
With a master's degree in business, and a passion for leading interior design, my 25+ year career started with a single retail location. I hail from Guadalajara, Mexico, and have called New York State home for over a

My first location grew into 21 stores over 10 years. I managed projects from start to finish including site selection, lease negotiation, space design, product presentation, and final installation. Interior Innovations excels in delivering superior space planning, furniture selection, and coordination services for commercial, educational, and healthcare projects throughout New York State.

As a Latina owner and president of Interior Innovations, I affirm that my business fully complies with MBE and WBE certification criteria set forth by the City of New York and New York State.

AWARDS

- CenterState CEO 2023 Economic Champion
- 2022 Empire Award from NYS Senate
- CenterState CEO 2020 Economic Champion for Covid-19 Innovation Excellence
- CenterState CEO 2020, 2021, 2022 Economic Champion
- Carey Gabay 2019 Excellence & Innovations Award
- SBDC 2017 MWBE Entrepreneur of the year
- CenterState CEO 2017 MWBE Business of the Year



LAURA CUEVA



John Granato Interior Innovations
Interior Architectural Consultant 30+ Years

I have been leading the Interior Architectural Division over the past year. During this time we have experienced exponential growth. Prior to joining Interior Innovations I owned and operated my own Interior Design Firm Master Design. My work there was featured in publications such as Women's Day and House Beautiful. I attended Onondaga Community College where I received an AAS in Architecture and Interior Design. I went on to serve at OCC as an adjunct faculty member for five years teaching Kitchen and Bath Design courses.



Michael Kearbey
Chief Operating Officer 35+ Years



Chris Compeau
Vice President 20+ Years



Bill Irwin Jr
Design & Operations Manager 15+ Years



Cindy Mendelaw
NYC Account Manager 20+ Years



Amy Winnick
Account Manager 20+ Years



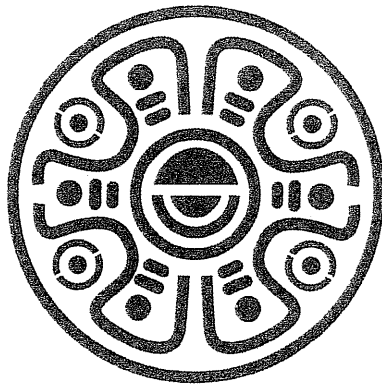
Graze Lin
Lead Designer 10+ Years



Jamal Dawood
Sales Coordinator 5+ Years

THE INTERIOR INNOVATIONS TEAM

HALAKEN



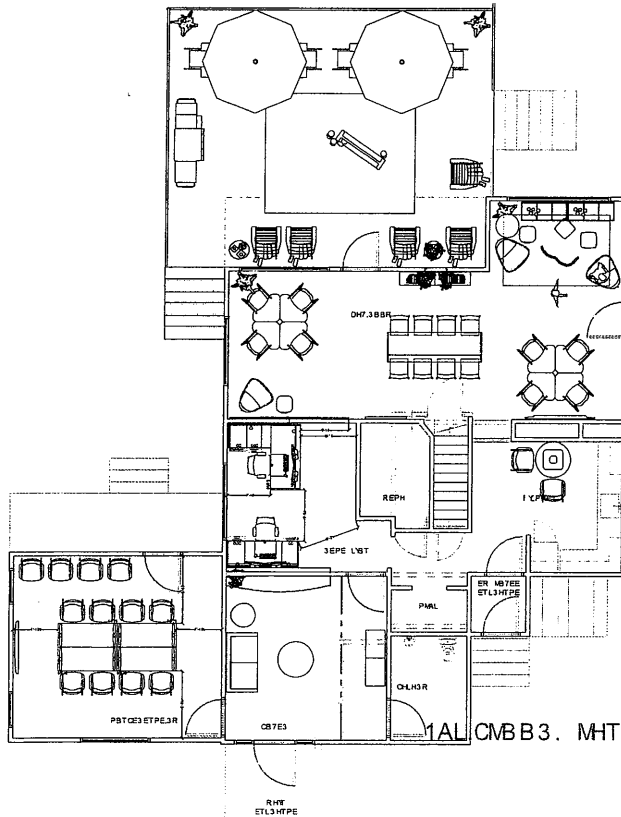
The Interior Innovations showroom can be found within the walls of a historic Syracuse, NY building. We affectionately named our home Halaken.

"Halaken" is a Mayan greeting with profound meaning: "you are another me".

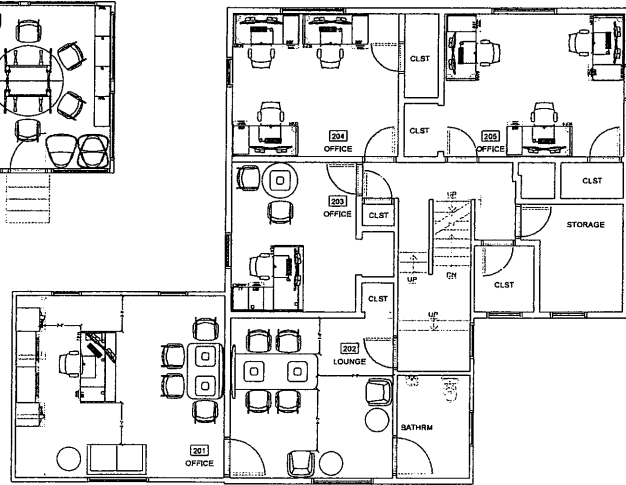
Rooted in the Mayan principle of universal love, this concept reflects the belief that we are all integral parts of a vast universe, and the essence of all relationships are built on pillars of respect, trust, and coexistence.

"YOU ARE ANOTHER ME"

OVERALL FLOOR PLANS



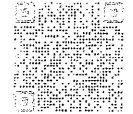
NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)



2ND FLOOR PLAN

INTERIOR INNOVATIONS

1641 E. GENESEE STREET
SYRACUSE, NY 13210
888.214.5060
info@iconcontractfurniture.com



Icon Contract Inc. dba Interior Innovations
NYC Certified Minority Business Enterprise (MBE)
NYC Certified Woman Business Enterprise (WBE)
NYC Vendor ID # 1100152548

NEW YOUTH BUREAU
TILLY FOSTER FARM (BLDG. 7)
100 ROUTE 312
BREWSTER, NY 10509

JOHN GRANATO
(315) 724-8138
John.Granato@iconcontractfurniture.com

GRAZE LIN
(315) 703-3007
Graze.Lin@iconcontractfurniture.com

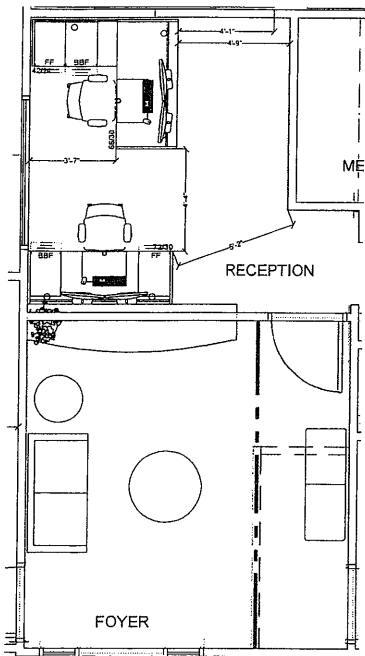
CHRIS COMPEAU
(315) 793-7577
Chris.Compeau@iconcontractfurniture.com

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6/5/2025

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ENLARGED FLOOR PLAN - FOYER & RECEPTION



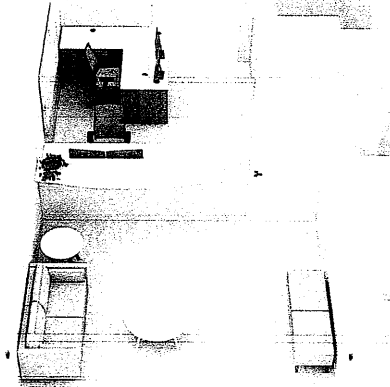
FLOOR PLAN

SPECIFICATION

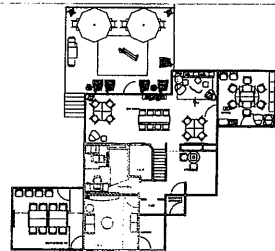
- Foyer includes:
- (1) Loveseat
 - (1) Coffee Table
 - (1) Side Table
 - (1) Bench

- Reception includes:
- (1) 72" x 30" x 28" Straight Work Station w/
 - Box/Box/File Ped
 - File/File Ped
 - Center Drawer
 - (1) Task Chair

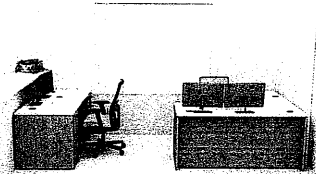
- Office by Reception includes:
- (1) 66" x 72" x 30" L-shaped Work Station w/
 - Box/Box/File Ped
 - File/File Ped
 - Center Drawer
 - (1) Task Chair



ROOM RENDERING



HEY PLAN



ROOM PERSPECTIVE

INTERIOR INNOVATIONS

641 E GENESEE STREET
SYRACUSE, NY 13210
888.214.5060
info@icontractfurniture

CHRYSE CONTRACT INC. dba Interior Innovations
NYS Certified Minority Business Enterprise (MBE)
NYS Certified Women Business Enterprise (WBE)
NYS Vendor ID # 1100152045

NEW YOUTH BUREAU
TILLY FOSTER FARM (BLDG. 7)
100 ROUTE 312
BREWSTER, NY 10509

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Graze.Lin@icontractfurniture

CHRIS COMPEAU
(315) 793-7577
Chris.Compeau@icontractfurniture

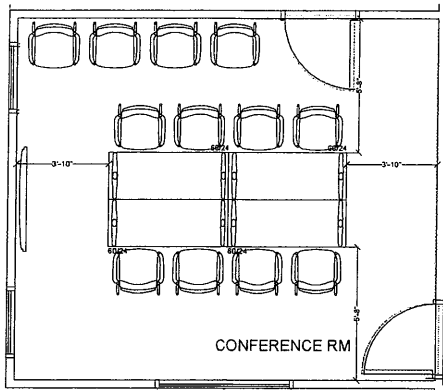
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NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)

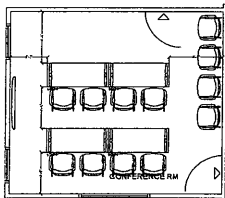
ENLARGED FLOOR PLAN - CONFERENCE ROOM



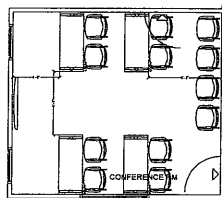
SPECIFICATION

12, 14'0" x 4'0" Conference Table
12, Guest Chairs

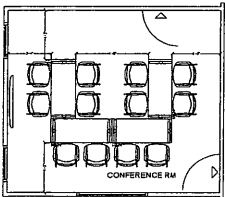
FLOOR PLAN



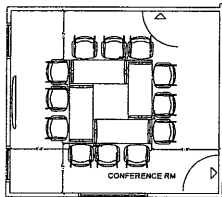
Classroom Style I



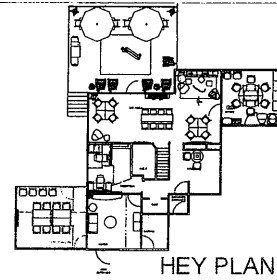
Classroom Style II



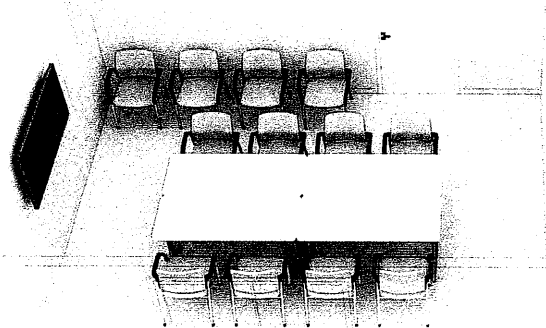
"U" Shape Style



Hollow Square Style



KEY PLAN



ROOM RENDERING

INTERIOR INNOVATIONS

1441 E. GENESEE STREET
SYRACUSE, NY 13210
888.214.5060
info@iicontractfurniture.com

Contractors: Interior Innovations
NYB Certified Minority Business Enterprise (MBE)
NYB Certified Woman Business Enterprise (WBE)
NYB Vendor ID# 1100153544

NEW YOUTH BUREAU
TILLY FOSTER FARM (BLDG. 7)
100 ROUTE 312
BREWSTER, NY 10809

JOHN GRANATO
(315) 724-8138
John.Granato@iicontractfurniture.com

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(315) 703-3007
Graze.Lin@iicontractfurniture.com

CHRIS COMPEAU
(315) 793-7577
Chris.Compeau@iicontractfurniture.com

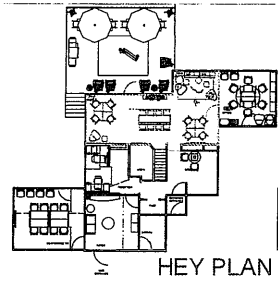
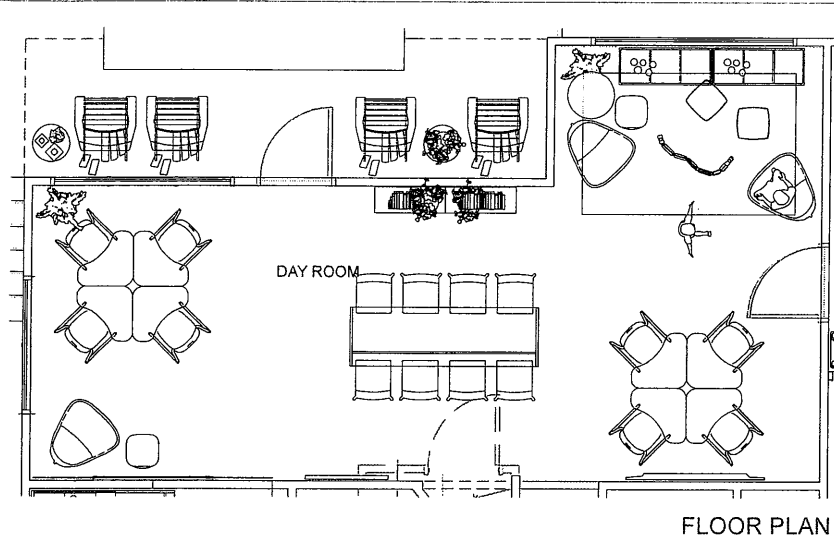
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NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)

ENLARGED FLOOR PLAN - DAY ROOM - OPTION 4



INTERIOR INNOVATIONS

541 E. GENESEE STREET
SYRACUSE, NY 13210
888.214.3060
info@iicontractfurniture.com

Chris Contract Inc. dba Interior Innovations
NYC Certified Minority Business Enterprise (MBE)
NYC Certified Women Business Enterprise (WBE)
NYC Vendor ID # 1199152546

NEW YOUTH BUREAU
TILLY FOSTER FARM (BLDG. 7)
100 ROUTE 312
BREWSTER, NY 10509

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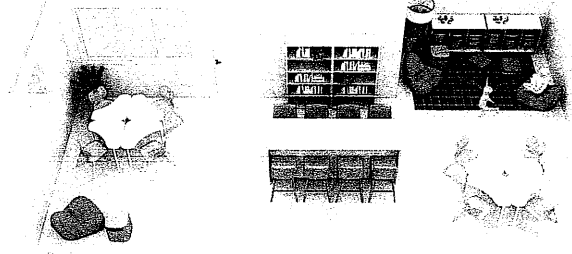
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SPECIFICATION

- (2) Triangle Desks
- (8) Cantilever Chairs
- (2) Table Storages
- (3) Floor Lounges
- (2) Pout
- (4) Floor Cushions
- (2) 34 Backbase
- (1) Standing Height Island
- (3) Standing Height Stools



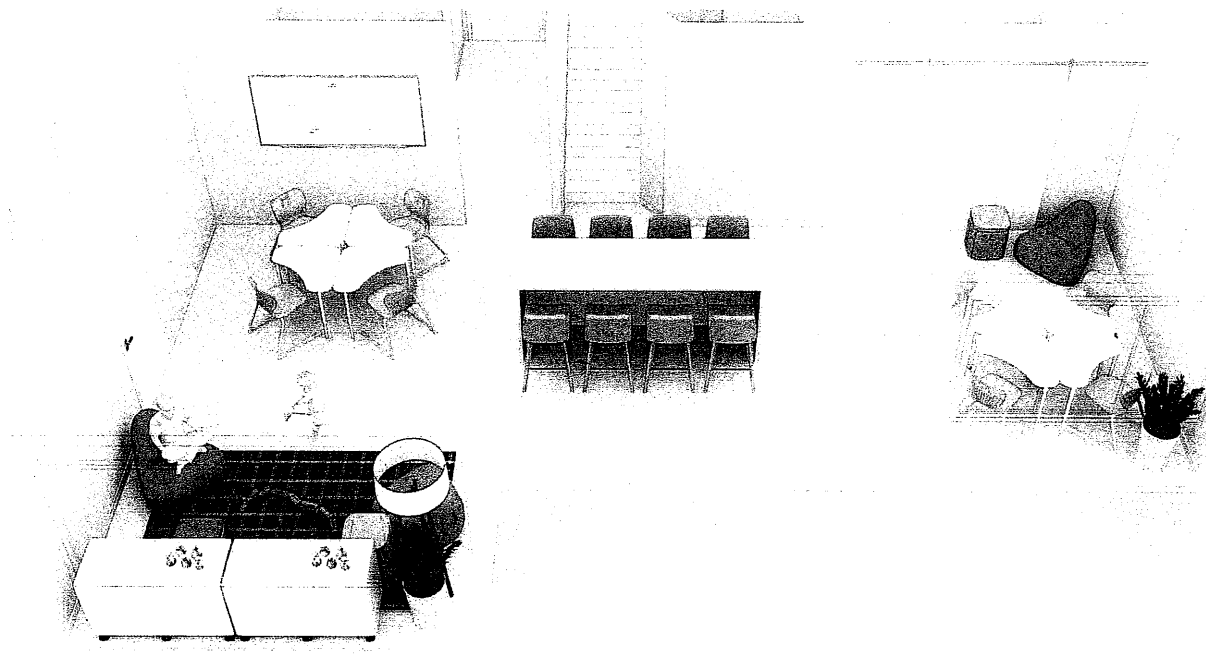
ROOM RENDERING

NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)

6/5/2025

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ROOM RENDERING - DAY ROOM - OPTION 4



* If pictures items shown are included in the scope of work. All other elements such as artwork, decor, plants, lamps, and accessories are for reference only and are not included in the package.

ROOM RENDERING

INTERIOR
INNOVATIONS

641 E. GENESEE STREET
SYRACUSE, NY 13210
888.214.3060
info@iconcontractfurniture.com



Icon Contract Inc. dba Interior Innovations
NYS Certified Minority Business Enterprise (MBE)
NYS Certified Women Business Enterprise (WBE)
NYS Vendor ID # 110512066

NEW YOUTH BUREAU
TILLY FOSTER FARM (BLDG. 7)
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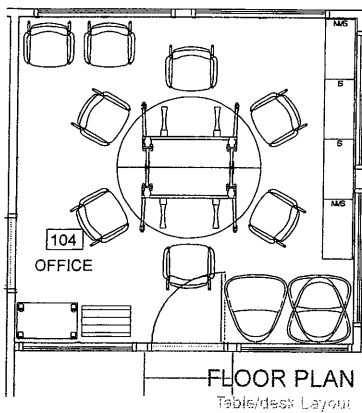
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8/5/2025

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ENLARGED FLOOR PLAN & RENDERING - 104 ZEN ROOM



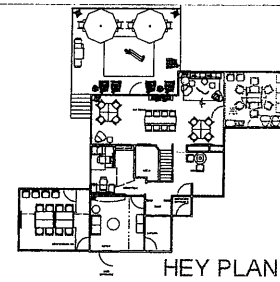
ADDITION LAYOUTS

Lounge Layout

Yoga/Activity Layout

SPECIFICATION

- All Layout includes,
- Combination Pangram Lounge
 - (2) 72" Half Round Nesting Tables
 - (8) Multi-use Chairs
 - (3) Floor Lounges (Bean Bags)
 - (1) Storage w/ Bins



INTERIOR INNOVATIONS

1641 E. GENESEE STREET
SYRACUSE, NY 13210
888.214.5060
info@iconcontractfurniture

Circle Contract Inc. dba Interior Innovations
NYS Certified Minority Business Enterprise (MBE)
NYS Certified Women Business Enterprise (WBE)
NYS Vendor ID # 110051248

NEW YOUTH BUREAU
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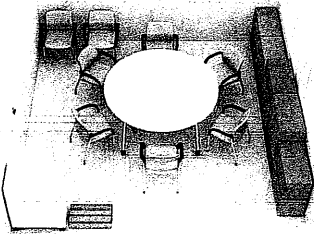
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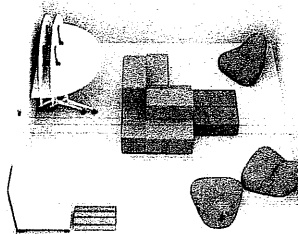
6/5/2025

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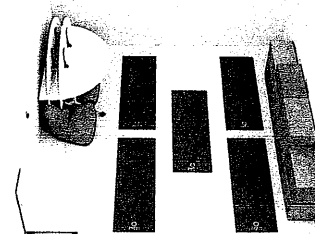
ROOM RENDERING



Table/Desk Layout



Lounge Layout

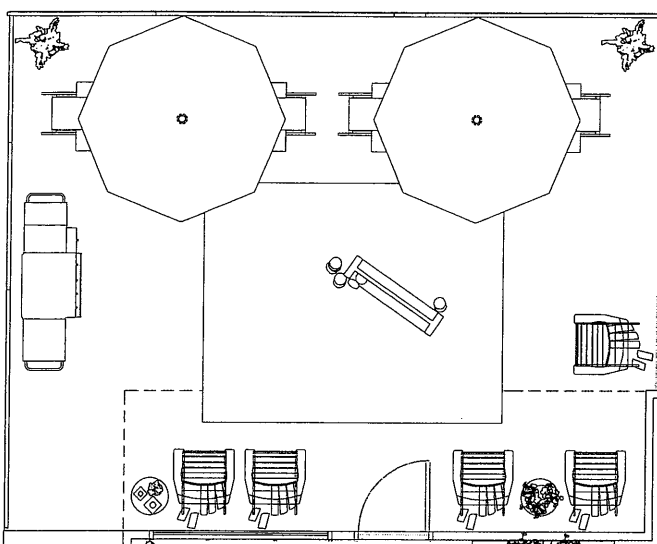


Yoga/Activity Layout

NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)

Documents\GRAZE FOLDER\UG25-0613_Tilly Foster Farm (Putnam County)\02

ENLARGED FLOOR PLAN - SLATE TERRACE & KITCHEN

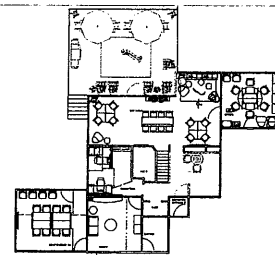


SPECIFICATION

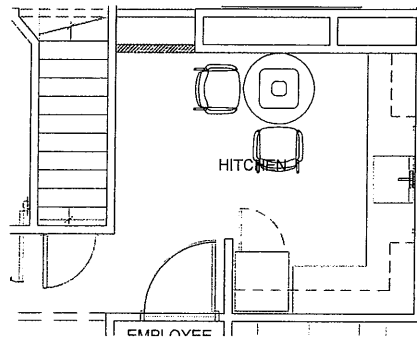
- (1) Outdoor Dining Table w/ Umbrella
- (5) Dining Chairs
- (7) Adirondack or Lounge
- (3) Side Tables

FLOOR PLAN

NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)



KEY PLAN



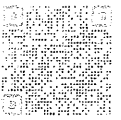
FLOOR PLAN

SPECIFICATION

- (1) 36" Lin. Conversation Table
- (2) Guest Chairs

INTERIOR INNOVATIONS

641 E. GENESEE STREET
SYRACUSE, NY 13210
888.214.5060
info@iicontractfurniture.com



Contract Furniture Inc. is an Interior Innovations
NYSC Certified Minority Business Enterprise (MBE)
NYSC Certified Women Business Enterprise (WBE)
NYSC Vendor ID # 1100125648

NEW YOUTH BUREAU
TILLY FOSTER FARM (BLDG. 7)
100 ROUTE 312
BREWSTER, NY 10509

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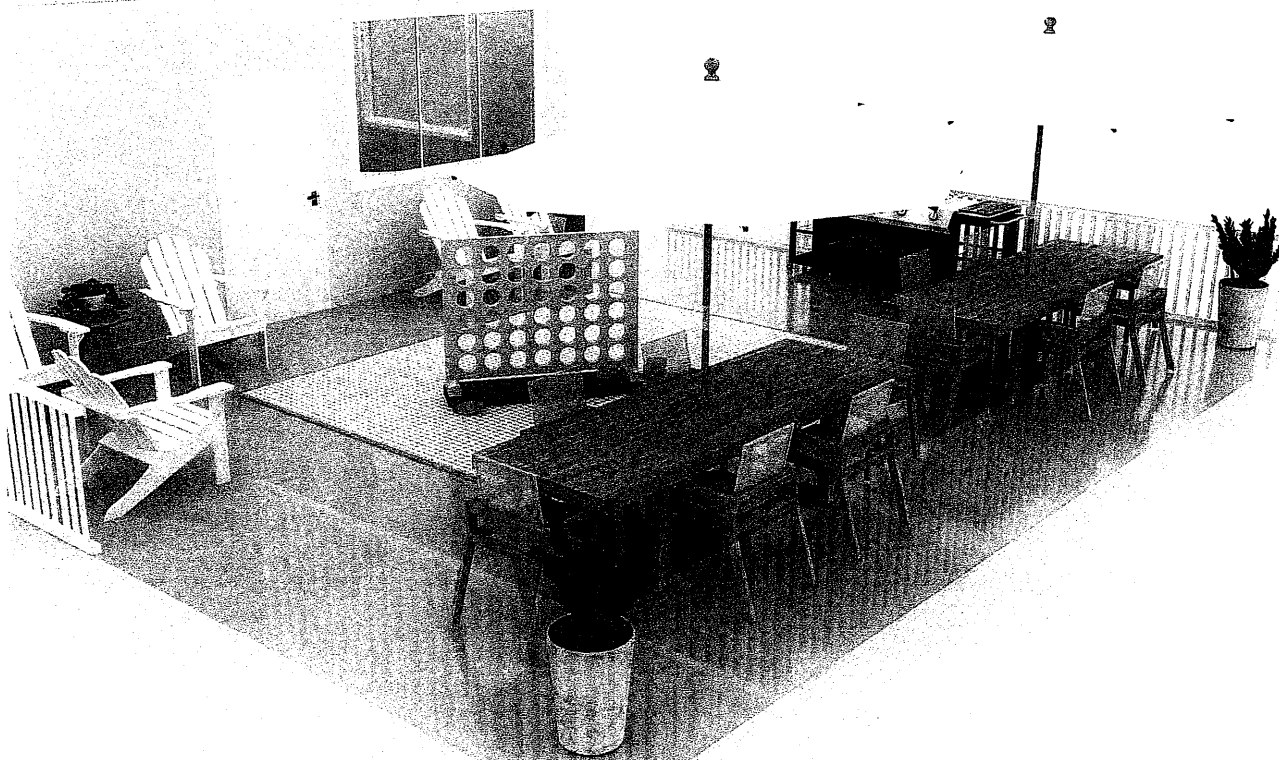
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6/5/2025

PAGE 11/20

ROOM RENDERING - SLATE TERRACE



* Outdoor furniture shown is for reference only, indicating general style and scale. Final specifications, including materials and product selection, to be determined upon confirmation of design intent.
* Furniture items shown are included in the scope of work. All other elements such as artwork, floor plants, lamps, and accessories are for reference only and are not included in this package.

NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)

INTERIOR INNOVATIONS

641 E. GENESEE STREET
SYRACUSE, NY 13210
888.214.5060
info@iicontractfurniture.com



Quava Contract Inc. dba Interior Innovations
NYB Certified Minority Business Enterprise (MBE)
NYB Certified Minority Business Enterprise (WBE)
NYB Vendor ID # 1100152048

NEW YOUTH BUREAU
TILLY FOSTER FARM (BLDG. 7)
100 ROUTE 312
BREWSTER, NY 10509

JOHN GRANATO
(315) 724-8138
John.Granato@iicontractfurniture.com

GRAZE LIN
(315) 703-3007
Graze.Lin@iicontractfurniture.com

CHRIS COMPEAU
(315) 793-7577
Chris.Compeau@iicontractfurniture.com

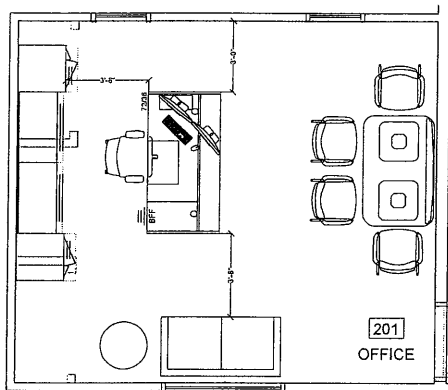
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ROOM RENDERING

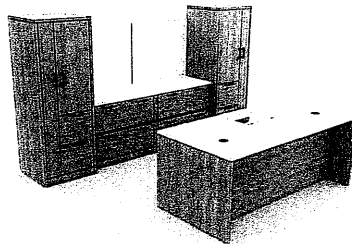
6/5/2025

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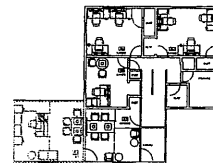
ENLARGED FLOOR PLAN - 201 OFFICE - OPT 5



FLOOR PLAN



STATION RENDERING



KEY PLAN

INTERIOR INNOVATIONS

641 E. GENESEE STREET
SYRACUSE, NY 13210
888.214.5060
info@icontractfurniture

Icon Contract Inc. dba Interior Innovations
NY's Certified Minority Business Enterprise (MBE)
NY's Certified Women Business Enterprise (WBE)
NY's Vendor Diverse 100123048

NEW YOUTH BUREAU
TILLY FOSTER FARM (BLDG. 7)
100 ROUTE 312
BREWSTER, NY 10509

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(315) 724-8138
John.Granato@icontractfurniture

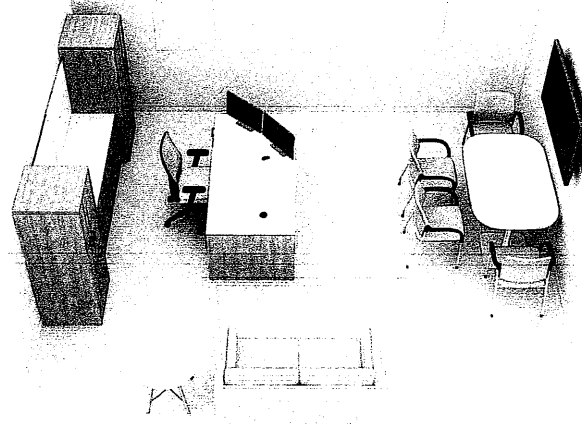
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Chris.Compeau@icontractfurniture

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SPECIFICATION

- (1) 72" x 90" x 36" L-shaped Work Station w/
Bow/Bow/Flie Ped
Center Drawer
- (1) Task Chair
- (1) 36"x36" Soft Square Conversation Table
- (4) Guest Chairs
- (1) Lounge
- (1) Loveseat



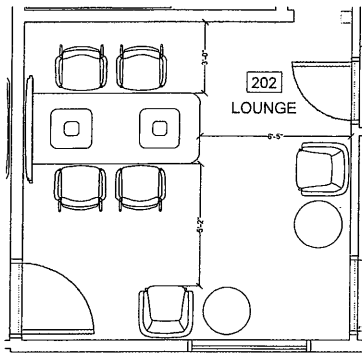
ROOM RENDERING

6/5/2025

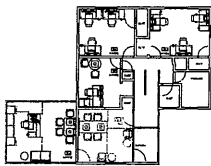
NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)

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ENLARGED FLOOR PLAN - 202 COLLABORATION



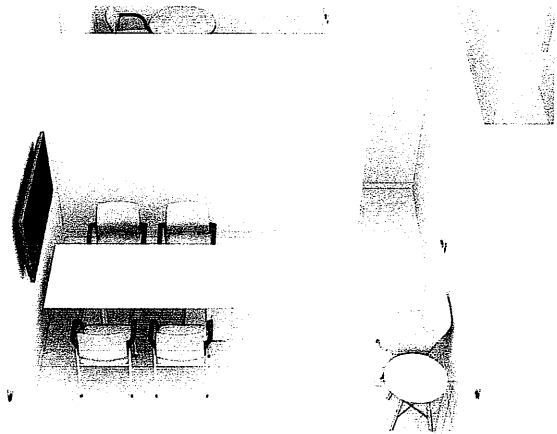
FLOOR PLAN



KEY PLAN

SPECIFICATION

- (1) 84" x 96" Collaboration Table
- (4) Guest Chairs
- (2) Lounge Chairs
- (2) Side Tables



ROOM RENDERING

INTERIOR INNOVATIONS

641 E. GENESEE STREET
SYRACUSE, NY 13210
888.214.5060
info@ilcontractfurniture



Quora Contract Inc. aka Interior Innovations
NYS Certified Minority Business Enterprise (MBE)
NYS Certified Women Business Enterprise (WBE)
NYS Vendor ID # 1100132048

NEW YOUTH BUREAU
TILLY FOSTER FARM (BLDG. 7)
100 ROUTE 312
BREWSTER, NY 10509

JOHN GRANATO
(315) 724-8138
John.Granato@ilcontractfurniture

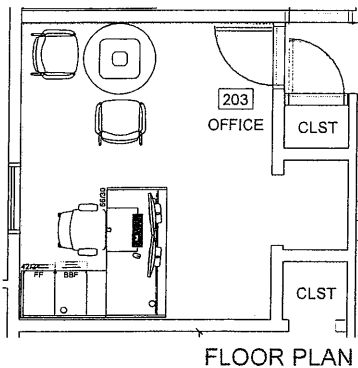
GRAZE LIN
(315) 703-3007
Graze.Lin@ilcontractfurniture

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Chris.Compeau@ilcontractfurniture

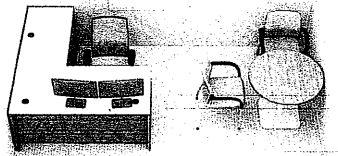
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ENLARGED FLOOR PLAN - 203 OFFICE



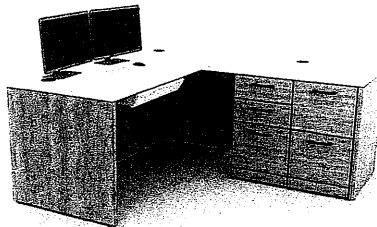
FLOOR PLAN



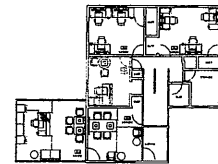
203 ROOM RENDERING

SPECIFICATION

- (1) 66" x 72" x 26" L-shaped Work Station w
 - Box/Box File Ped.
 - File/File Ped
 - Center Drawer
- (1) Task Chair
- (1) 36" dia. Conversation Table
- (2) Guest Chairs



STATION RENDERING



KEY PLAN

INTERIOR INNOVATIONS

1541 E GENESEE STREET
SYRACUSE, NY 13210
888.214.5060
Info@icontractfurniture



Icon Contract Inc. dba Interior Innovations
NYS Certified Minority Business Enterprise (MBE)
NYS Certified Minority Business Enterprise (WBE)
NYS Vendor ID # 1100152046

NEW YOUTH BUREAU
TILLY FOSTER FARM (BLDG. 7)

100 ROUTE 312
BREWSTER, NY 10809

JOHN GRANATO
(315) 724-8138
John.Granato@icontractfurniture

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Graze.Lin@icontractfurniture

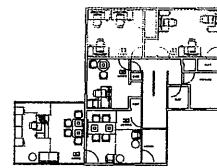
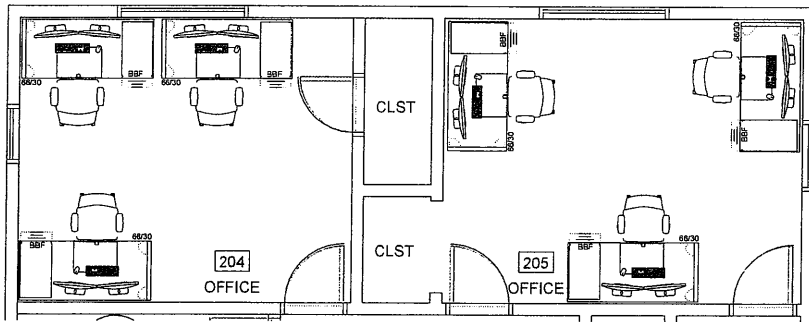
CHRIS COMPEAU
(315) 793-7577
Chris.Compeau@icontractfurniture

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ENLARGED FLOOR PLAN - 204 & 205 OFFICE



INTERIOR INNOVATIONS

1641 E. GENESEE STREET
SYRACUSE, NY 13210
888.214.5060
info@iicontractfurniture.com



Curve Contract Inc. dba Interior Innovations
NYS Certified Minority Business Enterprise (NMBE)
NYS Certified Woman Business Enterprise (WBE)
NYS Vendor ID # 110612048

NEW YOUTH BUREAU
TILLY FOSTER FARM (BLDG. 7)
100 ROUTE 312
BREWSTER, NY 10509

JOHN GRANATO
(315) 724-8138
John.Granato@iicontractfurniture.com

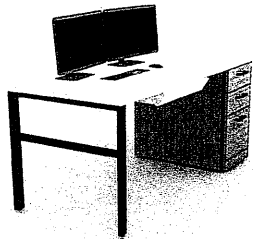
GRAZE LIN
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Graze.Lin@iicontractfurniture.com

CHRIS COMPEAU
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Chris.Compeau@iicontractfurniture.com

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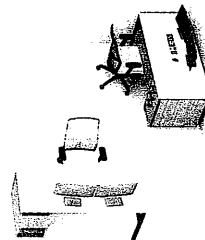
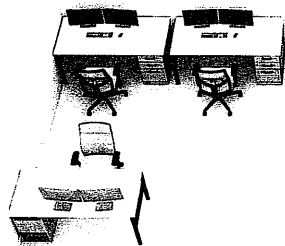


STATION RENDERING

SPECIFICATION

- (1) Work Station per Room. Each Station includes:
 - (1) 58" x 30" L-shaped Work Station w/
 - Box/Book/File Ped
 - Cabinet Drawer
 - Chair & Chair

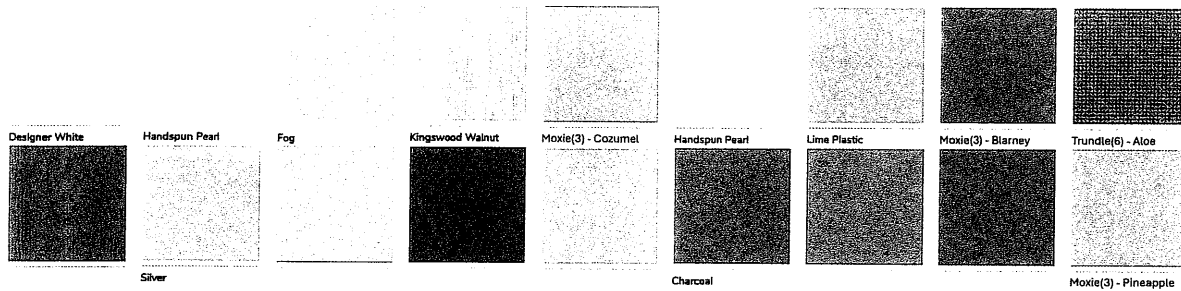
NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)



ROOM RENDERING

PRODUCT & FINISHES OVERVIEW

FINISH OVERVIEW - Preliminary Plans Folder



OFFICE PRODUCT OVERVIEW

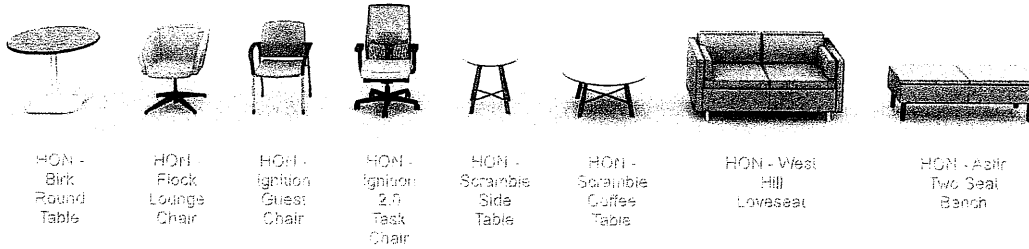
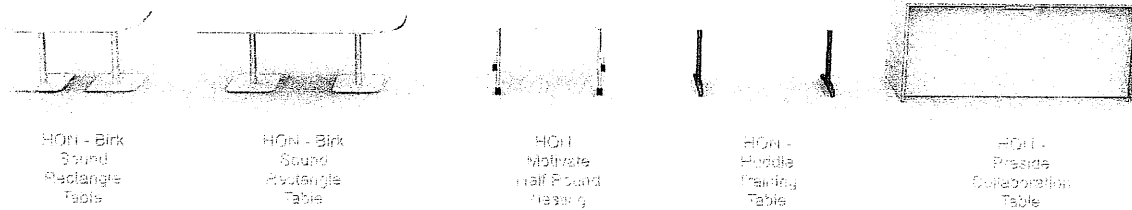


TABLE PRODUCT OVERVIEW



NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)

INTERIOR INNOVATIONS
1641 E GENESEE STREET
SYRACUSE, NY 13210
888.214.5060
info@iconcontractfurniture

Icon Contract Inc. dba Interior Innovations
NYS Certified Minority Business Enterprise (MBE)
NYS Certified Woman Business Enterprise (WBE)
FIRS Vendor ID # 110515568

NEW YOUTH BUREAU
TILLY FOSTER FARM (BLDG. 7)
100 ROUTE 312
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Graze.Lin@iconcontractfurniture

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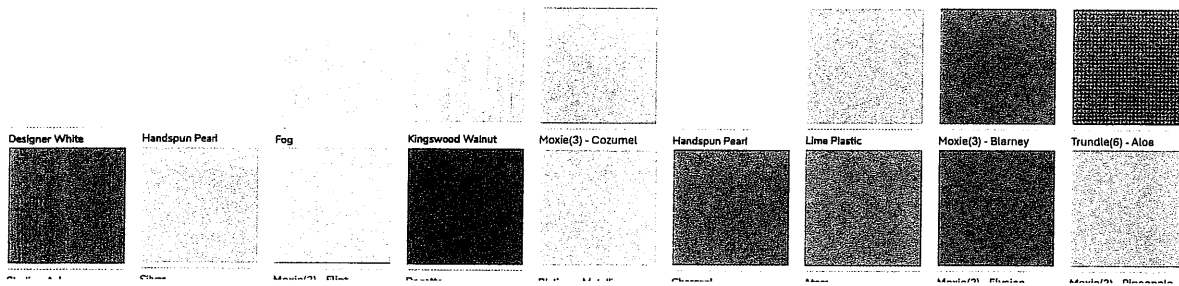
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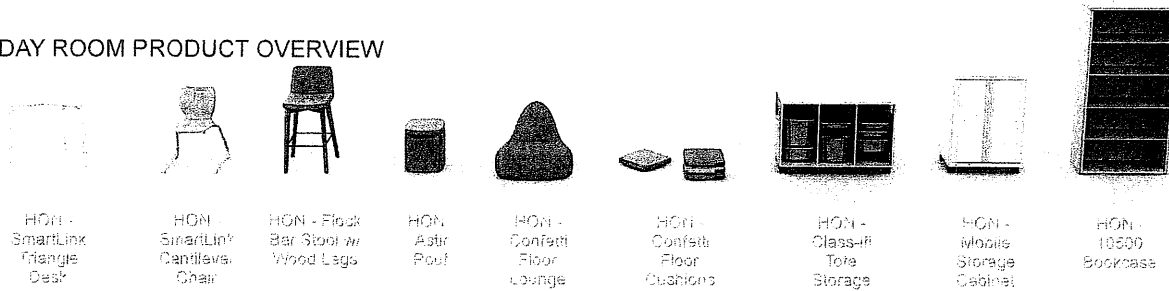
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PRODUCT & FINISHES OVERVIEW

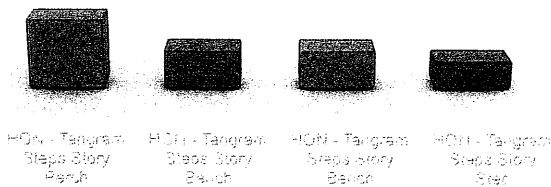
FINISH OVERVIEW Temporary Plaza - Interior



DAY ROOM PRODUCT OVERVIEW



ADDITIONAL DAY ROOM PRODUCT



NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)

INTERIOR INNOVATIONS

641 E. GENESEE STREET
SYRACUSE, NY 13210
888.214.5060
info@iconcontractfurniture

Icon Contract Inc. dba Interior Innovations
NYB Certified Minority Business Enterprise (MBE)
NYB Certified Woman Business Enterprise (WBE)
NYB Vendor ID # 110013048

NEW YOUTH BUREAU
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100 ROUTE 312
BREWSTER, NY 10509

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6/5/2025

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rxtclu

Putnam County Youth Bureau - Tilly Foster Farm - Building 7				
Room #	Description	Furniture	RDI	Subtotal
101	Foyer	\$ 3,702.33	\$ 437.50	\$ 4,139.83
102	Reception	\$ 3,184.37	\$ 956.25	\$ 4,140.62
103	Day Room	\$ 12,489.44	\$ 2,656.25	\$ 15,145.69
104	Zen Room	\$ 10,800.38	\$ 1,062.50	\$ 11,862.88
N/A	Slate Terrace	\$ 14,580.00	\$ 2,187.50	\$ 16,767.50
105	Kitchen	\$ 940.03	\$ 218.75	\$ 1,158.78
106	Conference Room	\$ 4,557.84	\$ 1,187.50	\$ 5,745.34
201	Janeen's Office	\$ 8,033.45	\$ 1,402.00	\$ 9,435.45
202	Lounge	\$ 4,527.05	\$ 625.00	\$ 5,152.05
203	Kim's Office	\$ 2,602.31	\$ 625.00	\$ 3,227.31
204	Shared Office	\$ 3,365.31	\$ 1,062.50	\$ 4,427.81
205	Shared Office	\$ 3,365.31	\$ 1,062.50	\$ 4,427.81
	Subtotal	\$ 72,147.82	\$ 13,483.25	\$ 85,631.07
Pricing excludes, rugs, mats, artwork, gaming, smart TVs, foliage and outdoor umbrellas				

INTERIOR INNOVATIONS

1541 E. GENESEE STREET
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888.214.5060
info@iconcontractfurniture



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NYS Certified Woman Business Enterprise (WBE)
NYS Vendor ID # 1100152048

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NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)

THANK YOU

We look forward to working
together on your project!

6/5/2025



From: ITSupport <[redacted]>
Sent: Friday, June 13, 2025 12:34 PM
To: Janeen Cunningham <[redacted]>
Subject: RE: Quote for Tilly

Hi Janeen, Here is the pricing, for the items. Once you are ready to order I can get an official signed quote.

The T43U desk phones are \$ 146.00 each

AnnMarie Walz
Office Of Information Technology
110 Old Route 6
Carmel, NY 10512
845-808-1800 Ext. 41118



The Professional's Source

Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003
212-239-7503

Fax: 800-858-5517
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com
Fed Gov: federalsales@bhphoto.com
State and Local: biddept@bhphoto.com

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Prices Are Valid Until:

07/13/25

Quote No.: 1119699990

Reference No.: R201202-OMNIA

Sold To: Eileen Hurlie
Putnam Cnty Dept Of It/Gis
110 Old Route 6
Bldg 3
Attn: Accounts Payable
CARMEL, NY 10512

Ship To:
Putnam Cnty Dept Of It/Gis
110 Old Route 6 Bldg 3
Attn: Eileen Hurlie
CARMEL, NY 10512

Bill Phone: (845)808-1800
Work Phone: (845)808-1800
Fax Phone: (845)225-1421

(845)808-1800

Date	Customer Code	Terms	Salesperson	Ship Via	
06/13/25	41942985	N/A	WB	MULTIPLE	
Line No	Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
1	1	SAMSUNG 75" Q8F QLED 4K TV/REG Country of Origin: MEXICO In Stock - while supplies last.	SAQN75Q8F (QN75Q8FAAFXZA)	1,103.76	1,103.76
2	3	SAMSUNG 65" Q8F QLED 4K TV/REG Country of Origin: MEXICO In Stock - while supplies last.	SAQN65Q8F (QN65Q8FAAFXZA)	788.40	2,365.20
3	4	LOGITECH 4K AIO MEETUP CONFERNCCAM w/120DEG FOV/REG Country of Origin: TAIWAN In Stock - while supplies last.	LOMUCC120 (960-001101)	558.80	2,235.20
Continued on Next Page ...					



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003
212-239-7503

Fax: 800-858-5517
212-239-7759

Email: Education: emailbids@bhphoto.com Fed Gov: federalsales@bhphoto.com
Corporate: corporatesales@bhphoto.com State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Quote No.: 1119699990

Date	Customer Code	Terms	Salesperson	Ship Via
	41942985	N/A	Slsm	MULTIPLE

Line No	Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
PLEASE NOTE: -----					
**** Please reference your quote number on all PO's ****					
**** ALL PRICES ARE LISTED IN USD ****					

Payment Type -
N/A

- Amount

Sub-Total: 5,704.16

Shipping: 241.90

Total: 5,946.06

COUNTY OF PUTNAM

FUND TRANSFER REQUEST #57

TO: Commissioner of Finance

FROM: William A. Orr, Jr., Senior Fiscal Manager

DEPT: Health

DATE: April 2, 2025

I hereby request approval for the following transfer of funds:

FROM ACCOUNT # / NAME	TO ACCOUNT # / NAME	AMOUNT
11401000-51000 (11100) Public Health Nurse Vacancy	10401000-51000 (10116) Administration Interim Comm Health	\$10,321.00
11401000-51000 (11100) Public Health Nurse Vacancy	10401000-51000 (10116) Administration	10,321.00
11401000-51000 (11100) Public Health Nurse Vacancy	10401000-51000 (10116) Administration	18,000.00
TOTAL:		\$38,642.00

PURPOSE:
Pay out accruals for former Interim Commissioner of Health.

2025 Fiscal Impact \$ 0.00

2026 Fiscal Impact \$ 0.00

AUTHORIZATION: (Electronic signatures)

Department Head Signature/Designee Date

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

25T091

COUNTY OF PUTNAM
FUND TRANSFER REQUEST

cc: all
Rules-FY1
ATA - sign

sign

#8

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	AMOUNT	PURPOSE
ACCOUNT#/NAME	ACCOUNT #/NAME		
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 \$_0__

2026 Fiscal Impact \$_0__

2025 MAY 30 PM 4:52
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

25T151



Clear Ballot Group, Inc
Tax ID: 27-0798408
Tel: +1 857-250-4961
<https://clearballot.com>

Invoicing Address:
Putnam County, NY
25 Old Route 6
Carmel NY 10512
United States
☎ (845) 808-1300

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

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

Quotation # S04387

Quotation Date:
01/24/2025

Expiration:
09/30/2025

Salesperson:
Chris Roland

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
82301- BDF Creation	2.000 Units	2,000.00		\$ 4,000.00
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.



Office of General Services Procurement Services

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

Contract Award Notification Update

Subject: OGS Contact Information Change

DATE: January 15, 2025

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

COUNTY OF PUTNAM
FUND TRANSFER REQUEST

cc: all
Pers-FYI
A+A - sign

sign
#9

TO: Commissioner of Finance
FROM: Marlene Barrett
DEPT: Office for Senior Resources
DATE: 05/28/2025


2025 JUN -3 PM 1:21
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

I hereby request approval for the following amendment of funds:

FROM ACCOUNT# /NAME	TO ACCOUNT# NAME	AMOUNT	PURPOSE
10677400-54646 Contracts	10677900-51091 Pay Differential	\$17,000.00	Pay Differential for OSR staff working out-of-title to cover responsibilities of vacant positions
		<u>\$17,000.00</u>	

2025 Fiscal Impact \$ 0.00

2026 Fiscal Impact \$ 0.00


Dept Head/Designee Signature

05/28/2025
Date

AUTHORIZATION: (Electronic Signatures)

Date	Commissioner of Finance/Designee:	\$ 0 - \$5,000.00
Date	County Executive/Designee:	\$5,000.01 - \$10,000.00
Date	Chairperson Audit/Designee:	\$ 0 - \$10,000.00
Date	Audit & Administration Committee:	\$10,000.01 - \$25,000.00

25T152



MEMORANDUM

DATE: May 28, 2025

TO: The Honorable Amy Sayegh
Chairwoman, Putnam County Legislature

CC: Diane Schonfeld
Clerk to the Legislature

FROM: Marlene Barrett
Director

RE: OSR Request for Approval to Transfer Funds Between Budget Lines

The Office for Senior Resources (OSR) is seeking approval from the Legislature to transfer funds in the amount of \$17,000 from the contract line associated with a currently vacant Registered Dietician position to the pay differential line. This transfer is necessary to address unanticipated expenses resulting from multiple staff vacancies across key roles. Transferring funds from the vacant Registered Dietician contract line to the pay differential line will ensure the continued appropriate compensation of staff filling critical gaps during these vacancies without exceeding the overall budget. This adjustment reflects prudent fiscal management while maintaining operational continuity and compliance with program obligations. Please see the attached Fund Transfer Request form for reference.

Thank you for your consideration.

Attch.

cc add
Pers
B-A

RESO

#10

COUNTY OF PUTNAM

FUND TRANSFER REQUEST #72

TO: Commissioner of Finance

FROM: William A. Orr, Jr., Senior Fiscal Manager

DEPT: Health

DATE: June 3, 2025

2025 JUN -4 PM 4:06
LEGISLATURE
PUTNAM COUNTY
CARMEL, IN

I hereby request approval for the following transfer of funds:

FROM ACCOUNT # / NAME	TO ACCOUNT # / NAME	AMOUNT
10401000-51000 (1002) Admin - Fiscal Tech	10401000-51094 Admin - Temporary	\$ 35,000.00

PURPOSE

Fiscal Tech retiring 6/27/25. Will continue (with approval) to work to support Senior Fiscal Manager, Fiscal staff and continue succession training (see attached memo).

2025 Fiscal Impact \$ 0.00

2026 Fiscal Impact \$ 0.00

AUTHORIZATION: (Electronic signatures)

Department Head Signature/Designee Date

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

25T159

RIAN RODRIGUEZ, MPH
PUBLIC HEALTH DIRECTOR



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

June 2, 2025

Re: I approve of **returning to work as Temporary Personnel**

I, William A. Orr, Jr., fully approve of returning to work as Temporary personnel
after her retirement as full-time personnel. retirement.

I fully anticipate that our Fiscal Team can handle the workload.

I will redistribute the work as needed.

Michael J. Lewis verbally approves this decision.

OK (WAG)



MEMORANDUM

TO: Michael J. Lewis, Commissioner of Finance
FROM: William A. Orr, Jr., Senior Fiscal Manager *WAO*
DATE: June 2, 2025
RE: Retirement Request to go from Full-Time to Temporary

Due to ongoing health issues, and FMLA, [redacted] will retire from the Health Department COB June 27, 2025. [redacted] has requested to come back to work at the Health Department as a Temporary hourly employee the first week of July, to continue to support me and the Fiscal staff, and provide ongoing succession training by distributing a portion of her work to others on the Fiscal team.

[redacted] will receive an hourly rate of \$44.10, which is her current Grade of 16, Step 4 (minus longevities). Her average will be 25 – 30 hours per week.

A funds transfer is forthcoming. This change will be a savings to the county.

COUNTY OF PUTNAM

FUND TRANSFER REQUEST #77

TO: Commissioner of Finance
FROM: William A. Orr, Jr., Senior Fiscal Manager
DEPT: Health
DATE: June 3, 2025

I hereby request approval for the following transfer of funds:

FROM ACCOUNT # / NAME	TO ACCOUNT # / NAME	AMOUNT
10401000-51000 (100) Admin - Sr Fiscal Manager	10401000-51094 Admin - Temporary	\$ 68,000.00

PURPOSE

Sr. Fiscal Manager retiring COB 6/26/25 and will return on hourly salary to continue work to support the Health Department Fiscal and Administration needs and all Finance Department needs, including Budget preparation and submission

2025 Fiscal Impact \$ 0.00

2026 Fiscal Impact \$ 0.00

AUTHORIZATION: (Electronic signatures)

Department Head Signature/Designee Date

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

2025 JUN -4 PM 4:07
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

25T160

RIAN RODRIGUEZ, MPH
PUBLIC HEALTH DIRECTOR



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

TO: Michael J. Lewis, Commissioner of Finance
FROM: William A. Orr, Jr., Senior Fiscal Manager *WAS*
DATE: June 2, 2025
RE: William A. Orr, Jr. Retirement Request to go from Full-Time to Temporary

I will be officially retiring on Thursday, June 26th 2025 and coming back to work on Monday, June 30, 2025, as a Temporary hourly employee, working in the same capacity as a Senior Fiscal Manager for the Health Department.

This change in my status of employment has been approved by County Executive Kevin Byrne. The hourly pay that I will be receiving is \$73.97, which is the current hourly rate.

Please approve the fund transfer for \$68,000 for the remainder of the year.

Please note that this change will reflect savings to the County.

COUNTY OF PUTNAM

cc: all
Per
A+H

Reso
#12

FUND TRANSFER REQUEST #116

TO: Commissioner of Finance
FROM: William A. Orr, Jr., Senior Fiscal Manager
DEPT: Health
DATE: June 5, 2025

2025 JUN -5 AM 11:10
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

I hereby request approval for the following transfer of funds:

FROM ACCOUNT # / NAME	TO ACCOUNT # / NAME	AMOUNT
11401000-51000 Public Health Nurse Vacancy(11116)	10401000-51000 Administration(10111) Sr. Fiscal Manager	10,000.00
11401000-51000 Public Health Nurse Vacancy(11113)	10401000-51000 Administration(10111) Sr. Fiscal Manager	15,825.00
TOTAL:		\$25,825.00

PURPOSE:
Pay out accruals for the retirement of Willian Orr.

2025 Fiscal Impact \$ 0.00

2026 Fiscal Impact \$ 0.00

Department Head Signature/Designee Date

AUTHORIZATION: (Electronic signatures)

Date Commissioner of Finance / Designee: Initiated by: \$0 - \$5,000.00

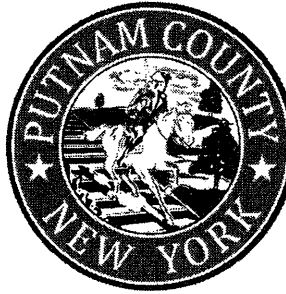
Date County Executive / Designee: Authorized for Legislative Consideration: \$5,000.01 - \$10,000.00

Date Chairperson Audit / Designee: \$0 - \$10,000.00

Date Audit & Administration Committee: \$10,000.01 - \$25,000.00

25T164

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 Transfer – 25T165**

DATE: June 5, 2025

2025 JUN - 9 PM 4:34
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

Increase Appropriations:

10564000 54950	Railroad Station Maintenance - MTA	20,798
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Decrease Appropriations:

10199000 54980	Contingency	20,798
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Fiscal Impact - 2025 - \$ 20,798

Fiscal Impact - 2026 - \$ 0

This budgetary transfer is recommended to fully fund the MTA Railroad Station Maintenance Costs pursuant to Section 1277 of the Public Authorities Law. This covers a period of April 1, 2024 – March 31, 2025. This will fund the deficit created by a greater than anticipated CPI factor.

Please forward to the appropriate committee.

25T165



PUTNAM COUNTY

VOUCHER

SHIP AND BILL TO:

DEPARTMENT: _____

ADDRESS: _____

VENDOR NUMBER: **8083**

CLAIMANT NAME AND ADDRESS: Metropolitan Transportation Authority Attention: Carmen Panea 2 Broadway Room C15.101 New York, NY 10004	ORG CODE	OBJECT CODE	PROJECT CODE	AMOUNT
	10564000	54950		\$1,220,798

LIST ALL INVOICE NUMBERS AND ATTACH ALL ORIGINAL INVOICES AND RECEIPTS

INVOICE DATE	INVOICE #	DESCRIPTION	CONTRACT #	UNIT PRICE	AMOUNT
5/31/2025		The payment due on 09/01/2025 in accordance with Section 1277 of the Public Authorities Law for the operation, maintenance and use of the Metro North Railroad's passenger stations located in the Country of Putnam, for the period of April 1, 2024 through March 31, 2025			1,220,798
				TOTAL	1,220,798

CLAIMANT'S CERTIFICATION

I, James McGovern CERTIFY THAT THE ABOVE ACCOUNT IN THE AMOUNT OF \$ _____ IS TRUE AND CORRECT; THAT THE ITEMS, SERVICES AND DISBURSEMENTS CHARGED WERE RENDERED TO OR FOR THE COUNTY OF PUTNAM ON THE DATES STATED; THAT NO PART HAS BEEN PAID OR SATISFIED, AND THAT THE AMOUNT CLAIMED IS ACTUALLY DUE.

DATE 05/31/2025 SIGNATURE  TITLE Deputy Chief

DEPARTMENT APPROVAL

APPROVAL FOR PAYMENT

THE ABOVE SERVICES WERE RENDERED OR FURNISHED TO THE COUNTY OF PUTNAM ON THE DATE STATED AND THE CHARGES ARE CORRECT.

AUDITED BY: _____

DATE: _____

DATE

AUTHORIZED OFFICIAL

2 Broadway
New York, NY 10004
212 878-7000 Tel



Metropolitan Transportation Authority

State of New York

May 31, 2025

Honorable Kevin M. Byrne
County Executive
The County of Putnam
County Office Building
40 Gleneida Avenue, 3rd Floor
Carmel, New York 10512

Re: Metro-North Commuter Railroad Station Maintenance, Use and Operations

Dear Kevin Byrne:

Pursuant to Section 1277 of the Public Authorities Law of the State of New York, The Metropolitan Transportation Authority (the "Authority") has determined and hereby certifies to the County of Putnam that the Authority has determined the cost for Metro-North Commuter Railroad, a subsidiary corporation of the Authority, of operation, maintenance and use of Metro-North Commuter Railroad passenger stations located in the County of Putnam, including the buildings, appurtenances, platforms, lands and approaches adjacent of incidental thereto, for the period commencing April 1, 2024 and ending March 31, 2025.

Each year, the change in the C.P.I. factor is applied against the prior year's billed amount to arrive at the current year's billed amount. The C.P.I. increased 3.9997% for the period April 1, 2024, to March 31, 2025. The County of Putnam station maintenance, use and operation billing for the period is therefore \$1,220,798 an increase of \$46,951 over the prior year.

The law requires that payment be made to the Authority by September 1, 2025.

Should you have any questions, please do not hesitate to contact Carmen Panea at (212) 878-7242 or Carmen.Panea@mtahq.org.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. McGovern".

James McGovern
Deputy Chief, Controller's Office

The agencies of the MTA

MTA New York City Transit
MTA Long Island Rail Road

MTA Metro-North Railroad
MTA Bridges and Tunnels

MTA Construction & Development
MTA Bus Company

COUNTY OF PUTNAM
FUND TRANSFER REQUEST

cc: all
Rules - FY1
A+A - sign
sign
#14

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 ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
10145000 54314 POSTAGE	10145000 54783 LICENSING/ACCESSORIES	\$1000	TENEX LICESNSE/SUPPORT PRO-RATED

\$1000

2025 JUN -9 PM 3:49
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

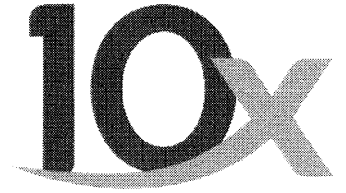
Date Audit & Administration Committee: \$10,000.01 - \$25,000.00

25T166

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.

#15

**June 23, 2025
Audit Meeting**

#15

FYI – Guardrail & Property Damage Table