

THE PUTNAM COUNTY LEGISLATURE

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

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



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

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

Tuesday July 1, 2025 7:00 P.M.

1. Pledge of Allegiance
2. Legislative Prayer
3. Roll Call
4. Acceptance of Minutes – Special Mtg – April 28, 2025
Budget & Finance Mtg – June 3, 2025
Special Mtg – June 10, 2025
5. Correspondence
 - a) County Auditor
6. Pre-filed resolutions:

BUDGET & FINANCE COMMITTEE (All Legislators)

- 6a. Approval - 2026 Decentralized Budget Review Process for Preparation and Adoption of the 2026 County Budget

PERSONNEL COMMITTEE (Chairman Jonke, Legislators Addonizio & Gouldman)

- 6b. Approval – Fund Transfer (25T091) – Health Department – Former Interim Commissioner of Health – Pay Out Accruals
- 6c. Approval – Fund Transfer (25T159) – Health Department – Fiscal Technician Retirement – Temporary

- 6d. **Approval – Fund Transfer (25T160) – Health Department – Senior Fiscal Management Retirement – Temporary**
- 6e. **Approval – Fund Transfer (25T164) – Health Department – Senior Fiscal Manager Retirement – Pay Out Accruals**

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

- 6f. **Approval – Budgetary Amendment (25A049) – Sheriff’s Office – Bureau of Criminal Investigations (BCI) - Homeland Security Investigation (HSI) State & Local Overtime (SLOT) Grant Funding Adjustment**

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

- 6g. **Approval – Budgetary Amendment (25A051) – Finance – SPCA Vehicle Purchase – Dormitory Authority of the State of New York (DASNY) – State and Municipalities (SAM) Grant**
- 6h. **Approval – Putnam Arts Council Grants for 2025**
- 6i. **Approval – Local Law to Amend Chapter 220, Article X, Entitled “Exemption for Qualified Members of Volunteer Fire Departments and Ambulance Corps”**

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

- 6j. **Approval – Budgetary Amendment (25A052) – DPW – Amend Capital Project 52405 Putnam County Sheriff’s Office (PCSO) Life Safety Systems Modernization**
- 6k. **Approval – Budgetary Amendment (25A055) – Planning Department – NYSDOT Contract – Modernization & Enhancement Program (MEP) Funding – Trolley Replacement – Amend Funding Source**
- 6L. **Approval – Budgetary Transfer (25T165) – Finance – MTA Railroad Station Maintenance**
- 6m. **Approval – SEQRA Determination – Negative Declaration – Terry Hill Road (CR 46) and NYS Route 311 Intersection Improvements**
- 6n. **Approval – Putnam County’s Proposed Public Transportation Agency Safety Plan in Conformance with and as Required by the U.S. Department of Transportation’s Final Rule (49 C.F.R. Part 673)**

- 6o. Approval – Ratification of Applications Submitted for Grant Funding Available through the 2025 Consolidated Funding Application Program Aimed to Improve Water Quality and Improve and Maintain Infrastructure in Putnam County**
- 6p. Approval – SEQRA – Agricultural District**
- 6q. Approval – Inclusion of Parcels in Putnam County Agricultural District**
- 6r. Approval – Appointments – Putnam County Soil & Water Conservation District Board**

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

- 6s. Approval – Budgetary Amendment (25A054) – Health – Donation from Nuvance Health – Tick Removal Kits**

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

- 6t. Approval – Budgetary Amendment (25A050) – Finance – Legal Aid Society – Indigent Legal Services**
- 6u. Approval – Budgetary Amendment (25A056) – Sheriff’s Office – Automotive Insurance Recovery**
- 6v. Approval – Budgetary Amendment (25A057) – Youth Bureau – Amend Capital Project 52510 – Youth Bureau Relocation – Tilly Foster Farm**
- 7. Other Business**
- 8. Recognition of Public on Agenda Items**
- 9. Recognition of Legislators**
- 10. Adjournment**

#4 (.)

**SPECIAL MEETING
OF THE
PUTNAM COUNTY LEGISLATURE
CALLED BY THE CLERK AT THE REQUEST OF THE CHAIRWOMAN
HELD IN ROOM #318 OF THE
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512**

Monday

April 28, 2025

6:00 P.M.

The meeting was called to order at 6:02 P.M. by Chairwoman Sayegh who requested that Legislator Birmingham lead in the Pledge of Allegiance and Legislator Crowley lead in the Legislative Prayer. Upon roll call, Legislators Montgomery, Gouldman, Addonizio, Ellner, Birmingham, Crowley and Chairwoman Sayegh were present. Legislator Russo arrived at 6:09 P.M. and Legislator Jonke was absent.

Item #4 – Reconsideration – Inclusion of Parcels in Putnam County Agricultural District – Ridge Ranch – Town of Patterson (Legislature will consider one of the following resolutions, Item #4a or #4b)

Item #4a - Approval – Inclusion of Parcels in Putnam County Agricultural District was next. Chairwoman Sayegh made a motion to approve this resolution; seconded by Legislators Crowley, Ellner and Montgomery.

Legislator Crowley believed it was important to move forward with this and to also look at how we can better evaluate the Agricultural District moving forward.

Legislator Addonizio stated that nearly two (2) decades ago the County passed a resolution that placed restrictive and outdated soil requirements on Agricultural applications. She stated that the Supreme Court of Putnam County has now ruled this legislation was irrational. She stated that with the Court's ruling it is now the Legislature's opportunity to reconsider Ridge Ranch in the Agricultural District. She stated that she was proud to support this.

Legislator Birmingham stated that he would support this as well. He explained that for the last four (4) months he needed to remain silent because of the litigation. He stated that he observed with interest last year when he attended some of the meetings and the discussions that took place. He stated that he was on the Legislature when the soil requirements were passed 18 years ago. He believed that we needed to revisit that resolution from 2007, and he was looking forward to working with his colleagues on that.

Legislator Ellner explained that the Legislature intended to discuss this resolution last year, however, unfortunately because of the litigation and upon the advice of the Law Department, the Legislature was unable to discuss it. He stated that he looked forward to finally having the meeting.

Legislator Montgomery apologized to the Honovichs and the farmers of Putnam County. She stated that it did not have to go this way. She stated that she made many statements during the December 2024 Physical Services Committee meeting. She voiced her respect for the County's Law Department and stated that she has had a lot of lawyers in her lifetime and does not always listen to them. She was grateful for the public's effort in attending these meetings.

She stated that we still have a lot of work ahead of us in the County and on the Legislature to make this right.

Legislator Gouldman explained that he supported this farm last year to be in the Agricultural District. He also did not understand during that time how the soil requirement pertained to a horse farm or livestock.

Chairwoman Sayegh appreciated the openness and passion expressed by many of the farmers.

Chairwoman Sayegh called for a Roll Call Vote:

RESOLUTION #110

APPROVAL/ INCLUSION OF PARCELS IN PUTNAM COUNTY AGRICULTURAL DISTRICT

WHEREAS, by Resolution #81 of 2003, the Putnam County Legislature created an Agricultural District in the County of Putnam; and

WHEREAS, by Resolution #193 of 2011, after the 8th year anniversary of the formation of the district, the Putnam County Legislature modified said Putnam County Agricultural District #1, and

WHEREAS, by Resolution #244 of 2003, the Putnam County Legislature established the month of November in which a landowner may request inclusion in the Putnam County Agricultural District; and

WHEREAS, by Resolution #154 of 2015, the Putnam County Legislature changed the annual thirty-day inclusion request period, from the month of November to April 1st through April 30th, commencing in the year 2016 and each year thereafter; and

WHEREAS, November 19, 2019 marked the second 8-Year Anniversary of the formation of this district requiring the Putnam County Legislature to review this district and either continue, terminate or modify the district created; and

WHEREAS, by Resolution #204 of 2019, the Putnam County Legislature determined that the Putnam County Agricultural District No. 1 remained the same in accordance with the recommendations of the Putnam County Agriculture and Farmland Protection Board to consist of 157 parcels with a total acreage of 5,113.9 acres; and

WHEREAS, by Resolution #189 of 2024, the Putnam County Legislature determined that the Putnam County Agricultural District No. 1 remained the same in accordance with the recommendations of the Putnam County Agriculture and Farmland Protection Board to consist of 157 parcels with a total acreage of 5,113.9 acres; and

WHEREAS, included in the applications presented to the Putnam County Legislature in 2024 to modify the existing Agricultural District in the County of Putnam was a request to include the following parcels in the District:

Town of Patterson:

Ridge Ranch (Daniel Honovich) - Tax Map #15.-1-46 (68.04 acres) Tax Map #15.-1-49 (45.03 acres) Tax Map #15.1-48 (.45 acres) Total Acreage: 113.52

WHEREAS, by decision and order of Hon. Victor G. Grossman, dated April 16, 2025, the Putnam County Legislature was directed to reconsider Petitioner's application pursuant to Agriculture and Markets Law §303-b, consistent with the decision, order, and judgment; and

WHEREAS, pursuant to Article 25 AA of the Agriculture and Market Law, section 303-b, a public hearing on the request was conducted by the Putnam County Legislature on August 6, 2024; and

WHEREAS, the Putnam County Legislature has considered, consistent with the above-mentioned decision, order, and judgment of the court, the comments of the speakers at the public hearing, the previous recommendation of the Putnam County Agricultural and Farmland Protection Board, and the various letters submitted in connection with the inclusion of these parcels in the modification of the Agricultural District; now therefore be it

RESOLVED, the Putnam County Legislature hereby includes in the Putnam County Agricultural District the following Tax Map identified parcels:

Town of Patterson:

Ridge Ranch (Daniel Honovich) - Tax Map #15.-1-46 (68.04 acres) Tax Map #15.-1-49 (45.03 acres) Tax Map #15.1-48 (.45 acres) Total Acreage: 113.52

For a total of 113.52 acres

BY ROLL CALL VOTE: EIGHT AYES. LEGISLATOR JONKE WAS ABSENT. MOTION CARRIES.

Chairwoman Sayegh made a motion to remove Item #4b; seconded by Legislator Crowley. All in favor.

Item #4b - Approval – Denial of Parcels in Putnam County Agricultural District.

APPROVAL/ INCLUSION OF PARCELS IN PUTNAM COUNTY AGRICULTURAL DISTRICT

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WHEREAS, by Resolution #193 of 2011, after the 8th year anniversary of the formation of the district, the Putnam County Legislature modified said Putnam County Agricultural District #1, and

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WHEREAS, November 19, 2019 marked the second 8-Year Anniversary of the formation of this district requiring the Putnam County Legislature to review this district and either continue, terminate or modify the district created; and

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WHEREAS, the Putnam County Legislature has considered, consistent with the above-mentioned decision, order, and judgment of the court, the comments of the speakers at the public hearing, the previous recommendation of the Putnam County Agricultural and Farmland Protection Board, and the various letters submitted in connection with the inclusion of these parcels in the modification of the Agricultural District; now therefore be it

RESOLVED, the Putnam County Legislature hereby declines to include any of the parcels requested for inclusion in the Putnam County Agricultural District.

Legislator Montgomery made a motion to bring forward other business to accept a sales tax extension of 1%; seconded by Legislator Crowley.

Chairwoman Sayegh stated that she was not accepting other business.

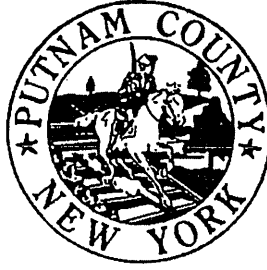
There being no further business, at 6:12 P.M., Chairwoman Sayegh made a motion to adjourn; seconded by Legislator Ellner. Six Ayes. Two Nays – Legislators Montgomery and Crowley. Legislator Jonke was absent. Motion Carries.

Respectfully submitted by Diane Schonfeld, Clerk.

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**AGENDA
SPECIAL MEETING
OF THE
PUTNAM COUNTY LEGISLATURE
CALLED BY THE CLERK AT THE REQUEST OF THE CHAIRWOMAN
TO BE HELD IN ROOM #318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512**

Monday **April 28, 2025** **6:00 P.M.**

- 1. Pledge of Allegiance**
- 2. Legislative Prayer**
- 3. Roll Call**
- 4. Reconsideration – Inclusion of Parcels in Putnam County Agricultural District – Ridge Ranch – Town of Patterson**
 - a. Approval – Inclusion of Parcels in Putnam County Agricultural District**
 - OR -**
 - b. Approval – Denial of Parcels in Putnam County Agricultural District**
- 5. Adjournment**

4 (2)

SPECIAL MEETING
OF THE
BUDGET & FINANCE COMMITTEE
OF THE
PUTNAM COUNTY LEGISLATURE
CALLED BY THE CLERK AT THE REQUEST OF THE CHAIRWOMAN
HELD IN THE
HISTORIC COURTHOUSE
CARMEL, NEW YORK 10512

Tuesday June 3, 2025
(Immediately Following the Regular Meeting)

The meeting was called to order at 7:49 P.M. by Chairwoman Sayegh who requested Legislator Russo lead in the Pledge of Allegiance and Legislator Crowley lead in the Legislative Prayer. Upon roll call, Legislators Montgomery, Gouldman, Addonizio, Russo, Ellner, Jonke, Birmingham, Crowley and Chairwoman Sayegh were present.

Item #4 – Consideration and/or Adoption of the 2026 Decentralized Budget Process.

Chairwoman Sayegh explained that the Budget Review process is the same procedure that the Legislature does every year. She proceeded to read Section A – Proposal Summary of the Decentralized Budget Review Process/2026. She stated that the budget process begins on the first day of October when the County Executive submits the Tentative 2026 budget to the Legislature. She explained that the Legislature holds budget meetings during the month of October, and the budget must be adopted by the Legislature on November 1, 2025.

Chairwoman Sayegh made a motion to approve the following Decentralized Budget Review Process/2026. All in favor.

DECENTRALIZED BUDGET REVIEW PROCESS/2026

CONTENTS:

- A. PROPOSAL SUMMARY
- B. COMMITTEE REVIEWS AND RESPONSIBILITIES
- C. RELEVANT BUDGET DEADLINES
- D. RECOMMENDED ACTIONS
- E. GUIDELINES FOR COUNTY EXECUTIVE
- F. CONCLUSION
- G. RESOLUTION

A. PROPOSAL SUMMARY:

The review and adoption of the annual budget is among the most important functions of the Putnam County Legislature. The various Committees of the Legislature have increasingly important roles in this approach. The respective Committee Chairs and all members of the Legislature also are called upon to contribute their expertise in several capacities.

The Budget Adoption Process for an ensuing fiscal year effectively began on March 6th of this year when the County Executive filed his Annual Report on the State of the County. In addition, the various Department Heads at this time submitted a written report detailing the activities of their unit of government. By July 15th, the County Legislature must determine policy guidelines for expenditures, limits and priorities so that they can be distributed to the Head of each Administrative Unit. The materials submitted in March and the policy guidelines approved by July 15th form an important background foundation for the entire process.

B. COMMITTEE RESPONSIBILITIES

Each committee shall meet in a timely fashion and consider the various departmental budget requests under its overview.

It shall schedule and obtain necessary information from the Executive Branch at its Committee deliberations and produce a brief and concise written report on its recommendations.

Care should be taken by the Chair to be certain that the Committee records a reason or rationale behind each recommendation. Failure to disclose a reason or rationale behind a recommendation to amend the tentative budget usually results in unnecessary delay and discussion. Observance of these responsibilities will benefit the Full Legislature in its deliberations on the suggestions of each Committee.

C. RELEVANT BUDGET DEADLINES PURSUANT TO THE PUTNAM COUNTY CHARTER

- i. **BUDGET DUE: Section 7.04 A(5b) – By the 1st day of October the County Executive shall submit the Tentative 2026 Fiscal Year Budget to the Clerk of the Legislature by 5:00 P.M. Recommended date – October 1, 2025 (WEDNESDAY).**
- ii. **Tentative Budget posted on the County Internet Website by 5:00 P.M. Recommended date – October 2, 2025 (THURSDAY)**
- iii. **BUDGET AND FINANCE COMMITTEE MEETS WITH THE COUNTY EXECUTIVE: Section 7.04 B(2) – Within five (5) days after the transmittal of the Tentative Budget of the County Executive and the Commissioner of Finance shall meet with the Budget and Finance Committee to review the Tentative Budget. Recommended date – October 2, 2025 (THURSDAY) – at 7:00 P.M.**
- iv. **BUDGET AND FINANCE HEARING: Section 7.04 B(3) – The Budget and Finance Committee shall conduct a Public Hearing on the Tentative Budget with the County Executive and**

**Commissioner of Finance present to answer questions.
Recommended date - October 2, 2025 (THURSDAY) – at 8:00 P.M.**

- v. COMMITTEE REVIEW: Section 7.04 B(3) – After the Public Hearing, the Budget and Finance Committee shall review the Tentative Budget as submitted by the County Executive. Recommended dates for Sub-committees are October 3rd through October 15, 2025. The Full Budget and Finance Committee will meet on October 20, 2025 (MONDAY) to review the Tentative 2026 budget.**
- vi. COMMITTEE ACTION: section 7.04 B(3) – On or before October 24, 2025 the Budget and Finance Committee shall file with the Clerk of the Legislature its report on the Tentative Budget and shall include any recommendations made by the Committee. Recommended date for this action is October 23, 2025.**
- vii. LEGISLATIVE HEARING: Section 7.04 B(4) – On or before the 26th day of October, the County Legislature shall conduct a Public Hearing on the Tentative Budget and the Report of the Budget and Finance Committee. Recommended date: October 27, 2025 (MONDAY) at 7:00 P.M. as October 26th is a Sunday.**
- viii. LEGISLATIVE CONSIDERATION: Section 7.04B(5) – Prior to the thirty-first (31st) day of October, the Legislature shall commence consideration of the annual budget. Recommended dates: October 28, 2025 (TUESDAY) to October 30, 2025 (TUESDAY).**
- ix. BUDGET ADOPTION: Section 7.04 B(6) – If a Budget has not been adopted on or before November 1, 2025, the Tentative Budget as submitted by the County Executive shall be the Budget for the ensuing fiscal year. Recommended Budget Adoption date: October 29, 2025 (WEDNESDAY).**
- x. DELIVERY TO COUNTY EXECUTIVE: Section 7.04B(7) - Within three (3) business days following the adoption of the annual budget, the Clerk of the Legislature shall forward to the County Executive the changes made to the tentative budget.**
- xi. EXECUTIVE VETO: Section 7.04 B(7) – The County Executive shall approve or veto any or all changes by line item and return the same to the Clerk of the Legislature by the 10th day of November as the 8th day of November is a Saturday.**
- xii. LEGISLATIVE CONSIDERATION: Section 7.04 B(8) – The Legislature shall convene on or before November 17th for the purpose of reconsidering each vetoed item as the 15th day of November is a Saturday.**

TO BE ADOPTED FOR ACTION:

D. RECOMMENDED ACTIONS:

The Clerk of the Putnam County Legislature shall advertise in a timely fashion during the month of September for the public hearing to be held according to Action IV and during the month of October for the public hearing to be held according to Action VII below:

1. The County Executive will be submitting the tentative budget to the Clerk of the Legislature on or before October 1, 2025.
2. All Legislators should be present to discuss the budget with the County Executive at the meeting held with the County Executive and the Commissioner of Finance.
3. All Legislators should be present to observe and participate at the public hearing on the County Executive's Budget. The County Executive and the Commissioner of Finance shall be present to answer questions about the budget.
4. It is recommended that the above two separate actions be conducted on October 2, 2025 as follows:
Legislators meet with the County Executive at 7:00 p.m.
Public Hearing will be held on October 2, 2025 at 8:00 p.m.
5. Between October 3, 2025 and until October 15, 2025, each Committee, including:
 - a. Economic Development
 - b. Health
 - c. Personnel
 - d. Physical
 - e. Protective
 - f. Rules
 - g. Audit

shall meet and consider the budgets as defined under that particular Committee's responsibilities and submit a concise, written report of changes, exceptions, additions and comments to the Clerk, including the reasoning behind each recommendation.

6. The Budget and Finance Committee will meet on October 20, 2025 (MONDAY) to consider and adopt the various Committee Reports. The Budget Committee shall file a report with the Clerk of the Legislature by October 23, 2025 (THURSDAY).
7. Legislature shall hold its Public Hearing on October 27, 2025 (MONDAY) at 7:00 P.M.
8. The County Legislature shall meet during a period beginning on October 28, 2025 and if necessary, through October 31, 2025 at the call of the Chair of the Legislature, to consider all recommended actions and to adopt the budget. In all cases, it shall be the responsibility of the various committee Chairs to see that all majority recommendations of the Committee are considered by the Full Legislature.
9. In any case, the budget must be adopted by November 1, 2025.
10. Within three (3) business days of budget adoption, the Clerk will deliver the budget and changes to the County Executive for approval or veto.
11. The last day for the County Executive to veto the budget resolutions is November 10, 2025 (MONDAY) as the 8th day of November is a Saturday.
12. Upon receipt of a veto message by the County Executive, the County Legislature shall convene on or before November 1, 2025 (MONDAY) to consider each specific veto and shall vote to sustain or override each separate question, as the 15th day of November is a Saturday.

E. GUIDELINES TO THE COUNTY EXECUTIVE ADOPTED BY THE LEGISLATURE FOR DETERMINING EXPENDITURES, LIMITS AND PRIORITIES:

- 1. In the Tentative Budget submission, the term “Capital Project” as used in Section 7.05 (a) of the Putnam County Charter shall not include the routine repairing and re-surfacing of highways and routine repair of guardrails (guiderails) nor shall said routine repairs be subject to long term bonding and that such routine repairs shall be included in the Operating Budget. The Capital Projects Committee shall determine which requested projects meet the criteria to be defined as a Capital Project as set forth above, and their recommendations will be included in the applicable operating and capital budget procedures contained within the Putnam County Charter.**
- 2. In the Tentative Budget submission, the term “Capital Projects” so used in Section 7.05 (a) of the Putnam County Charter shall not include replacement of existing equipment and machinery, and that such replacement shall not be included in the Operating Budget. The Capital Projects Committee shall determine which requested projects meet the criteria to be defined as a Capital Project as set forth above, and their recommendations will be included in the applicable operating and capital budget procedures contained within the Putnam County Charter. A detailed narrative identifying the preceding five (5) year’s Capital Projects Budgets and any additions or changes to same including the dates on which the additions or changes to same took place.**
- 3. The County Executive will submit a detailed narrative explaining any differences between the Department’s request and the County Executive’s recommendation and the reason for not granting the request or increasing any such request.**
- 4. Any subsequent information that the County Executive is aware of that the Department Head did not submit relating to the request and recommendation must also be included in the narrative.**
- 5. The revenues are to be reported and itemized in each individual department’s budget for the fiscal year and not in the budget of the Commissioner of Finance, or any other department, where applicable.**
- 6. Each revenue account shall indicate in the Tentative Budget the amount of revenue requested and the amount of revenue projected and actually received to date from the prior fiscal year.**
- 7. All proposed changes in grades, promotions or reclassifications in position in management or non-management be collated and presented as a separate part of the Tentative Budget, including a detailed narrative for each.**
- 8. a) The names of all employees engaged in employment for the County of Putnam in more than one department be separately listed and disclosed apart from the budget document with the name of the position for the current fiscal year and the next fiscal year separately.**

- b) The names of all employees engaged in employment for the County of Putnam who have had overtime be listed with the amount of dollars for overtime for 2024 and 2025 year-to-date separately.
9. All current and expected personnel vacancies be identified by line item in the budget or in supporting documents throughout the entire budget process.
 10. a) Each department head shall identify those personnel positions within his/her department that were entitled to either New York State or Federal Government reimbursement, either by statute, grant or otherwise, including the rate of reimbursement, amount of reimbursement actually received and amount of reimbursement expected to be received until the end of the fiscal year.
b) Also to be included is a separate list of personnel positions funded fully or partially by grant funds expected to expire and include the expected grant expiration date.
 11. Each department head shall identify all line items in their department that are entitled to either New York State or Federal Government reimbursement and maximum allowable reimbursement, if applicable.
 12. The Commissioner of Finance shall supply this information with the Tentative Budget.
 13. Each department head shall complete a Motor Vehicle Inventory Control Form for any and all vehicles being used by said department.
 14. An organizational chart by department for 2025 shall be provided along with an organizational chart for 2026 highlighting all proposed changes.
 15. If the County Executive plans on out-sourcing or privatizing any department, or part thereof in the total departmental budget, in the 2026 budget, the County Executive must provide a detailed statement of the rationale and his/her proposed recommendations to the Legislature no later than August 1, 2025.
 16. Certain budget lines are considered approved with specific limitations or conditions on how the funds shall be applied and this limitation shall not be disregarded without the formal approval of the Legislature. Any violation of these limitations may result in withdrawal of funding for these or other budget lines within the department.
 17. The County Executive will present an inventory of all County vehicles including a report on the condition, mileage and maintenance of each vehicle. The report will be supplied with the Tentative Budget.
 18. Any personnel positions which are vacant at the time of the submission of the Tentative Budget to the County Legislature shall state the calendar date at which time the position first became vacant.

19. Any and all revenue projections for the 2026 budget shall only include revenue that falls within the jurisdiction and approval of the Putnam County Legislature and requires no other jurisdiction's approval (federal, state or other). Any revenue projections that require approval from an outside jurisdiction (federal, state or other) shall not be budgeted unless the revenue has been approved by that outside jurisdiction prior to the submission of the budget to the Legislature.

20. Any not-for-profits seeking funding from the County must submit to the Administration along with their request for funding the following documentation, which documents shall be forwarded to the Legislature along with the Tentative Budget:

- **Any distributed summary or report of the strategic plan and the accomplishments of the Non-For-Profit (NFP);**
- **A list of the NFP's current serving directors, including contact information for each, the date and length of their respective terms and their conflict disclosures;**
- **A complete list of the NFP's employees;**
- **Complete copies of the NFP's current by-laws and the minutes for any board and committee meetings conducted in the last two (2) years;**
- **Copies of each independent audit and/or auditor compilation of the NFP's financial reports for the last three (3) years;**
- **Copies of the NFP's current Code of Conduct and any Administrative Policies, including but not limited to policies that address check signing authority, opening of bank accounts, or use of credit cards;**
- **Copies of the NFP's Conflict of Interest and Related Party policies, if any;**
- **Records relating to review and approval by the NFP of the engagement and salary for any compensated positions; and**
- **Copies of the NFP's IRS 990 or IRS 990EZ filed for the last three (3) years and the records relating to review and approval by the NFP's board for said filings.**

21. The Tentative Budget shall breakout the "Contracts" line as shown in previous budgets of the Golf Facility and Tilly Foster Farm, and shall delineate any Capital improvements to each facility or its grounds.

22. The budget will break out in each department the cell phone expense from the total telephone expense and provide a separate account number for this cell

phone item.

23. Any additional new items, if desired.

F. CONCLUSION:

Implementation of this Legislative Budget Review System will bring the expertise of the various Legislative Committees and their Chairs to bear on one of the most important functions of the Legislature.

It is expected that proposal acceptance will result in increased budget efficiency and greatly reduced cost to the County.

G. PROPOSED RESOLUTION:

WHEREAS, the Budget and Finance Committee has reviewed and recommended the adoption of the attached Decentralized Budget Review Process for implementation in 2025 of the adoption of the 2026 budget; now therefore be it

RESOLVED, that the Putnam County Legislature hereby adopts the attached budget review process; and be it further

RESOLVED, that pursuant to Putnam County Charter Section 7.04 the Putnam County Legislature hereby adopts and notifies the County Executive of the policy and practice guidelines contained in Section E of this Decentralized Budget Review Process/2026 to be complied with by the County Executive.

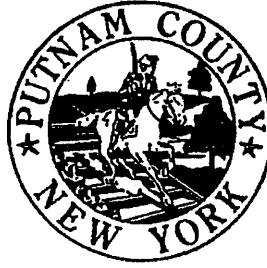
There being no further business, at 7:53 P.M., Chairwoman Sayegh made a motion to adjourn; seconded by Legislator Crowley. All in favor.

Respectfully submitted by Diane Schonfeld, Clerk.

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
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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
SPECIAL MEETING
OF THE
BUDGET & FINANCE COMMITTEE
OF THE
PUTNAM COUNTY LEGISLATURE
TO BE HELD IN THE
HISTORIC COURTHOUSE
CARMEL, NEW YORK 10512**

Tuesday June 3, 2025
(Immediately Following the Regular Meeting)

- 1. Pledge of Allegiance**
- 2. Legislative Prayer**
- 3. Roll Call**
- 4. Consideration and/or Adoption of the 2026 Decentralized Budget Review Process**
- 5. Adjournment**

#4(3)

**SPECIAL MEETING
OF THE
PUTNAM COUNTY LEGISLATURE
CALLED BY THE CLERK AT THE REQUEST OF THE CHAIRWOMAN
HELD IN ROOM #318 OF THE
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512**

Tuesday June 10, 2025

(Immediately following Special Physical Mtg. beginning at 6:00 P.M.)

The meeting was called to order at 7:38 P.M. by Chairwoman Sayegh who requested that Legislator Jonke lead in the Pledge of Allegiance and Legislator Addonizio lead in the Legislative Prayer. Upon roll call, Legislators Montgomery, Gouldman, Addonizio, Russo, Ellner, Jonke, Crowley and Chairwoman Sayegh were present. Legislator Birmingham was absent.

Item #4 – Approval – Putnam County Early Learning Center: A ThinkDIFFERENTLY Initiative located in Patterson, New York was next. Chairwoman Sayegh moved the following as amended from the Physical Services Committee meeting; seconded by Legislator Ellner.

Legislative Clerk Schonfeld believed that it was Item #5 on this agenda pertaining to the lease that was amended during the Physical Services Committee meeting.

Chairwoman Sayegh stated that the last paragraph of the RESOLVED clause was amended.

RESOLUTION #167

APPROVAL - PUTNAM COUNTY EARLY LEARNING CENTER: A THINKDIFFERENTLY INIATIVE, LOCATED IN PATTERSON, NEW YORK

WHEREAS, Putnam County, through its Health Department and its Early Intervention and Preschool Program has identified a need for an inclusion-based early learning center to better serve the preschool-aged children in Putnam County; and

WHEREAS, such a facility would serve to benefit differently-abled, preschool-aged children and their parents eligible for Committee on Preschool Special Education ("CPSE") services through the County, offering these children and their parents an alternative to receiving services at providers that are currently located at a distance from their homes, and often outside of Putnam County, greatly reducing travel time for these children, and improving the quality of their experience, and saving the county's taxpayers money; and

WHEREAS, such a facility would serve to benefit all preschool children in the County who are eligible for Universal Pre-Kindergarten ("UPK") through the County's school districts, especially in those school districts where there is a shortage of providers for such services; and

WHEREAS, the County intends to partner with two school districts, Carmel and Brewster, to serve as a provider of the UPK services for children living in these school districts; and

WHEREAS, the County, in addition to offering a better option for education and services for County preschool-aged children, could also potentially realize cost savings in the establishment of such a facility; and

WHEREAS, the County seeks to open and operate the "Putnam County Early Learning Center: a ThinkDIFFERENTLY Initiative" at Community Based Services' Hudson Valley InterArts building, located at 40 Jon Barrett Road, Patterson, New York; and

WHEREAS, in furtherance of the County's commitment to the ThinkDIFFERENTLY initiative set forth in Resolution 172 of 2018, the County Executive has offered his public support for the "Putnam County Early Learning Center: a ThinkDIFFERENTLY Initiative"; now therefore be it

RESOLVED, that Putnam County will seek to establish a facility and program known as the "Putnam County Early Learning Center: a ThinkDIFFERENTLY Initiative" to better serve County preschool-aged children; and be it further

RESOLVED, that Putnam County shall negotiate agreements with both the Brewster and Carmel Central School Districts, as prepared by the Putnam County Attorney and executed by the Putnam County Executive, regarding its provision of Universal Pre-K services to children in those school districts.

RESOLVED, the County Attorney is authorized, with legislative approval, to take whatever legal action is necessary to effectuate this resolution and establish the Putnam County Early Learning Center: A Think Differently Initiative in the manner approved herein; and be it further

RESOLVED, that this Resolution shall take effect immediately.

BY ROLL CALL VOTE: ALL AYES. LEGISLATOR BIRMINGHAM WAS ABSENT. MOTION CARRIES.

Item #5 - Approval – Enter into Lease Agreements by and between the County of Putnam and the Community Based Services, Inc. as and for Short-Term and Long-Term Leases of the Premises herein denoted as 40 Jon Barrett Road, Patterson, New York for the Purposes of Utilizing Such Premises for the Provision of Universal Pre-Kindergarten Services to Eligible Resident Children was next. Chairwoman Sayegh moved the following as amended in the Physical Services Committee meeting; seconded by Legislator Ellner.

Legislator Jonke stated that this is a great partnership that we are about to enter into. He hoped that we could have another facility at some point on the other side of the County. He stated that the County has been working on this project for approximately one (1) year. He stated that he first learned about this in April 2025 when a presentation was made. He stated that the Legislature was given a copy of a lease agreement and the backup material was given to the Legislature in May 2025. He stated it was a lot of information to review. He explained that the Legislature was basically asked to approve the lease as soon as possible as there was deadline of June 15, 2025 when the Health Department needed to submit information to the State. He did not believe it was fair to the Legislature to be given such a short period of time to digest all the information given to us. He hoped that in the future if we build another facility, which he would like to see, that the Administration would do a better job at informing the Legislature of what they would like to do.

Legislator Addonizio stated that she was glad to see this move forward this evening. She believed this initiative was very important for our children and the positive impact it would have. She believed it would make a real difference in their future.

Chairwoman Sayegh thanked everyone for all the hard work and energy they put into this project from the Health Department, DPW and the Administration. She explained that the Legislature also needs to do their due diligence to do the best for our taxpayers. She stated that it is our honor to be elected officials who act on behalf of our constituents to do the best we can. She stated that we are trying to accommodate everyone by having these rushed meetings. She explained that we could not just push things through and ask questions later. She was proud of the Legislature for asking the hard questions.

RESOLUTION #168

APPROVAL - ENTER INTO LEASE AGREEMENTS BY AND BETWEEN THE COUNTY OF PUTNAM AND THE COMMUNITY BASED SERVICES, INC. AS AND FOR SHORT-TERM AND LONG-TERM LEASES OF THE PREMISES HEREIN DENOTED AS 40 JON BARRETT ROAD, PATTERSON, NEW YORK FOR THE PURPOSES OF UTILIZING SUCH PREMISES FOR THE PROVISION OF UNIVERSAL PREKINDERGARTEN SERVICES TO ELIGIBLE RESIDENT CHILDREN.

WHEREAS, the County Executive, together with the Putnam County Legislature, agree it is in the best interests of the local taxpayers of Putnam County (the "County") to establish a cooperative means between the County and certain school districts ("the Districts") for the provision of Universal Pre-Kindergarten services to eligible resident children which shall be afforded to them by and through resources provided by the County as and for such purposes; and

WHEREAS, in order to facilitate the provision of Universal Pre-Kindergarten services, the County shall enter short-term and long-term lease agreements with Community Based Services, Inc., ("CBS") wherein the County shall lease the premises denoted as 40 Jon Barrett Road, Patterson, New York (the "Premises") from CBS who shall provide the Premises for the purpose of housing the Putnam County Early Learning Center: A Think Differently Initiative for the benefit of eligible resident children; and

WHEREAS, there exists a critical need to provide adequate facilities to begin the implementation of the County's Universal Pre-Kindergarten program on or before September 1, 2025, and therefore the County and CBS have agreed to enter a short-term lease which shall extend from August 1, 2025, and conclude on December 31, 2025. This short-term lease will serve to provide access to the Premises for the purposes of providing Universal Pre-Kindergarten services to eligible resident children during the pendency of the demolition, construction and remediation of the primary portion of the Premises and shall serve as the facility in which eligible resident children may initially receive Universal Pre-Kindergarten programmatic services and may thereby begin the process of educating, socializing and integrating eligible resident children into educational environments intended and designed for such purposes at an early age; and

WHEREAS, the County and CBS have agreed to enter a long-term lease which shall extend for a period sixty (60) months from the date that the County accepts possession of the Premises, which shall take effect at the conclusion of the short-term lease agreement and shall serve for the purposes of providing for and the promotion of a Universal Pre-Kindergarten services program; and to ensure that the services provided thereby are done so in a safe and educationally-appropriate environment in the most cost-effective manner and at the least possible cost to ensure efficiency and maximum benefits to the local taxpayers; and

WHEREAS, it is hereby determined that the County and CBS should consent to enter into an agreement whereby the County shall provide compensation to CBS for the lease of the Premises denoted herein as 40 Jon Barrett Road, Patterson, New York which shall extend for a period to begin on August 1, 2025 and conclude on December 31, 2025, in furtherance of the Universal Pre-Kindergarten program at the Putnam County Early Learning Center; and

WHEREAS, it is hereby determined that the County and CBS should consent to enter into an agreement whereby the County shall provide compensation to CBS for the lease of the premises denoted herein as 40 Jon Barrett Road, Patterson, New York for a period of sixty (60) months in furtherance of the Universal Pre-Kindergarten program at the Putnam County Early Learning Center; and

WHEREAS, the County and CBS have each agreed that upon the provision of adequate compensation provided by the County to CBS, and in exchange thereto CBS has agreed to engage in all proper and timely efforts including the demolition, construction and remediation of the Premises as determined to be necessary by the County and shall be so bound for a period of sixty (60) months, during which time the Premises shall be used exclusively for the purpose of educating, socializing and integrating eligible resident children, prior to their having reached the age of admission to kindergarten and having begun elementary education, by affording them of the benefits of Pre-Kindergarten programmatic services;

WHEREAS, the County and CBS have each agreed that all contractors and/or any sub-contractors performing work and/or services in furtherance of this project shall, in compliance with federal law, submit to e-verify confirmation of work eligibility, and shall supply a Form I-9 to be maintained in their employment files, and now therefore be it

RESOLVED, that the Putnam County Legislature approves the lease agreements between the County of Putnam and CBS, which shall be in substantial conformance with the forms attached hereto and made a part hereof as Schedule "A," and that the Putnam County Executive is authorized to execute said leases; and be it further

RESOLVED, the County Attorney is authorized, with legislative approval, to take whatever legal action is necessary to effectuate the lease agreements for the Premises for the purposes of establishing the Putnam County Early Learning Center: A Think Differently Initiative in the manner approved herein; and be it further

RESOLVED, that this Resolution shall take effect immediately.

BY ROLL CALL VOTE: ALL AYES. LEGISLATOR BIRMINGHAM WAS ABSENT. MOTION CARRIES.

There being no further business, at 7:46 P.M., Chairwoman Sayegh made a motion to adjourn; seconded by Legislator Montgomery. All in favor.

Respectfully submitted by Diane Schonfeld, Clerk.

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
SPECIAL MEETING
OF THE
PUTNAM COUNTY LEGISLATURE
CALLED BY THE CLERK AT THE REQUEST OF THE CHAIRWOMAN
TO BE HELD IN ROOM #318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512**

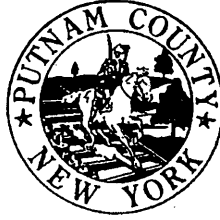
Tuesday June 10, 2025

(Immediately following Special Physical Mtg. beginning at 6:00 P.M.)

- 1. Pledge of Allegiance**
- 2. Legislative Prayer**
- 3. Roll Call**
- 4. Approval – Putnam County Early Learning Center: A ThinkDIFFERENTLY Initiative located in Patterson, New York**
- 5. Approval – Enter into Lease Agreements by and between the County of Putnam and the Community Based Services, Inc. as and for Short-Term and Long-Term Leases of the Premises herein denoted as 40 Jon Barrett Road, Patterson, New York for the Purposes of Utilizing Such Premises for the Provision of Universal Pre-Kindergarten Services to Eligible Resident Children**
- 6. Adjournment**

Michele Alfano- Sharkey
County Auditor

Francine Romeo
Deputy County Auditor



COUNTY AUDITOR

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

TO: Putnam County Legislature

FROM: Michele Alfano-Sharkey
County Auditor 

DATE: June 24, 2025

RE: Refund of Taxes

This is the report for June 24, 2025, provided by Real
Property Tax Law- Section 556,

There was no activity during this reporting period.

#6a

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

**APPROVAL - 2026 DECENTRALIZED BUDGET REVIEW PROCESS FOR
PREPARATION AND ADOPTION OF THE 2026 COUNTY BUDGET**

WHEREAS, the Budget and Finance Committee has reviewed and recommended the adoption of the attached Decentralized Budget Review Process for implementation in 2025 of the adoption of the 2026 budget; now therefore be it

RESOLVED, that the Putnam County Legislature hereby adopts the attached budget review process; and be it further

RESOLVED, that pursuant to Putnam County Charter Section 7.04 the Putnam County Legislature hereby adopts and notifies the County Executive of the policy and practice guidelines contained in Section E of this Decentralized Budget Review Process/2026 to be complied with by the County Executive.

Legislator Addonizio _____
Legislator Birmingham _____
Legislator Crowley _____
Legislator Ellner _____
Legislator Gouldman _____
Legislator Jonke _____
Legislator Montgomery _____
Legislator Russo _____
Chairwoman Sayegh _____

DECENTRALIZED BUDGET REVIEW PROCESS/2026

CONTENTS:

- A. PROPOSAL SUMMARY**
- B. COMMITTEE REVIEWS AND RESPONSIBILITIES**
- C. RELEVANT BUDGET DEADLINES**
- D. RECOMMENDED ACTIONS**
- E. GUIDELINES FOR COUNTY EXECUTIVE**
- F. CONCLUSION**
- G. RESOLUTION**

A. PROPOSAL SUMMARY:

The review and adoption of the annual budget is among the most important functions of the Putnam County Legislature. The various Committees of the Legislature have increasingly important roles in this approach. The respective Committee Chairs and all members of the Legislature also are called upon to contribute their expertise in several capacities.

The Budget Adoption Process for an ensuing fiscal year effectively began on March 6th of this year when the County Executive filed his Annual Report on the State of the County. In addition, the various Department Heads at this time submitted a written report detailing the activities of their unit of government. By July 15th, the County Legislature must determine policy guidelines for expenditures, limits and priorities so that they can be distributed to the Head of each Administrative Unit. The materials submitted in March and the policy guidelines approved by July 15th form an important background foundation for the entire process.

B. COMMITTEE RESPONSIBILITIES

Each committee shall meet in a timely fashion and consider the various departmental budget requests under its overview.

It shall schedule and obtain necessary information from the Executive Branch at its Committee deliberations and produce a brief and concise written report on its recommendations.

Care should be taken by the Chair to be certain that the Committee records a reason or rationale behind each recommendation. Failure to disclose a reason or rationale behind a recommendation to amend the tentative budget usually results in unnecessary delay and discussion. Observance of these responsibilities will benefit the Full Legislature in its deliberations on the suggestions of each Committee.

C. RELEVANT BUDGET DEADLINES PURSUANT TO THE PUTNAM COUNTY CHARTER

- i. **BUDGET DUE: Section 7.04 A(5b) – By the 1st day of October the County Executive shall submit the Tentative 2026 Fiscal Year Budget to the Clerk of the Legislature by 5:00 P.M. Recommended date – October 1, 2025 (WEDNESDAY).**
- ii. **Tentative Budget posted on the County Internet Website by 5:00 P.M. Recommended date – October 2, 2025 (THURSDAY)**
- iii. **BUDGET AND FINANCE COMMITTEE MEETS WITH THE COUNTY EXECUTIVE: Section 7.04 B(2) – Within five (5) days after the transmittal of the Tentative Budget of the County Executive and the Commissioner of Finance shall meet with the Budget and Finance Committee to review the Tentative Budget. Recommended date – October 2, 2025 (THURSDAY) – at 7:00 P.M.**
- iv. **BUDGET AND FINANCE HEARING: Section 7.04 B(3) – The Budget and Finance Committee shall conduct a Public Hearing on the Tentative Budget with the County Executive and Commissioner of Finance present to answer questions. Recommended date - October 2, 2025 (THURSDAY) – at 8:00 P.M.**
- v. **COMMITTEE REVIEW: Section 7.04 B(3) – After the Public Hearing, the Budget and Finance Committee shall review the Tentative Budget as submitted by the County Executive. Recommended dates for Sub-committees are October 3rd through October 15, 2025. The Full Budget and Finance Committee will meet on October 20, 2025 (MONDAY) to review the Tentative 2026 budget.**
- vi. **COMMITTEE ACTION: section 7.04 B(3) – On or before October 24, 2025 the Budget and Finance Committee shall file with the Clerk of the Legislature its report on the Tentative Budget and shall include any recommendations made by the Committee. Recommended date for this action is October 23, 2025.**
- vii. **LEGISLATIVE HEARING: Section 7.04 B(4) – On or before the 26th day of October, the County Legislature shall conduct a Public Hearing on the Tentative Budget and the Report of the Budget and Finance Committee. Recommended date: October 27, 2025 (MONDAY) at 7:00 P.M. as October 26th is a Sunday.**
- viii. **LEGISLATIVE CONSIDERATION: Section 7.04B(5) – Prior to the thirty-first (31st) day of October, the Legislature shall commence consideration of the annual budget. Recommended dates: October 28, 2025 (TUESDAY) to October 30, 2025 (TUESDAY).**
- ix. **BUDGET ADOPTION: Section 7.04 B(6) – If a Budget has not been adopted on or before November 1, 2025, the Tentative Budget as submitted by the County Executive shall be the Budget for the ensuing fiscal year. Recommended Budget Adoption date: October 29, 2025 (WEDNESDAY).**

- x. **DELIVERY TO COUNTY EXECUTIVE: Section 7.04B(7) - Within three (3) business days following the adoption of the annual budget, the Clerk of the Legislature shall forward to the County Executive the changes made to the tentative budget.**
- xi. **EXECUTIVE VETO: Section 7.04 B(7) – The County Executive shall approve or veto any or all changes by line item and return the same to the Clerk of the Legislature by the 10th day of November as the 8th day of November is a Saturday.**
- xii. **LEGISLATIVE CONSIDERATION: Section 7.04 B(8) – The Legislature shall convene on or before November 17th for the purpose of reconsidering each vetoed item as the 15th day of November is a Saturday.**

TO BE ADOPTED FOR ACTION:

D. RECOMMENDED ACTIONS:

The Clerk of the Putnam County Legislature shall advertise in a timely fashion during the month of September for the public hearing to be held according to Action IV and during the month of October for the public hearing to be held according to Action VII below:

- 1. The County Executive will be submitting the tentative budget to the Clerk of the Legislature on or before October 1, 2025.**
- 2. All Legislators should be present to discuss the budget with the County Executive at the meeting held with the County Executive and the Commissioner of Finance.**
- 3. All Legislators should be present to observe and participate at the public hearing on the County Executive's Budget. The County Executive and the Commissioner of Finance shall be present to answer questions about the budget.**
- 4. It is recommended that the above two separate actions be conducted on October 2, 2025 as follows:
Legislators meet with the County Executive at 7:00 p.m.
Public Hearing will be held on October 2, 2025 at 8:00 p.m.**
- 5. Between October 3, 2025 and until October 15, 2025, each Committee, including:**
 - a. Economic Development**
 - b. Health**
 - c. Personnel**
 - d. Physical**
 - e. Protective**
 - f. Rules**
 - g. Audit**

shall meet and consider the budgets as defined under that particular Committee's responsibilities and submit a concise, written report of changes, exceptions, additions and comments to the Clerk, including the reasoning behind each recommendation.

- 6. The Budget and Finance Committee will meet on October 20, 2025 (MONDAY) to consider and adopt the various Committee Reports. The Budget Committee**

- shall file a report with the Clerk of the Legislature by October 23, 2025 (THURSDAY).
7. Legislature shall hold its Public Hearing on October 27, 2025 (MONDAY) at 7:00 P.M.
 8. The County Legislature shall meet during a period beginning on October 28, 2025 and if necessary, through October 31, 2025 at the call of the Chair of the Legislature, to consider all recommended actions and to adopt the budget. In all cases, it shall be the responsibility of the various committee Chairs to see that all majority recommendations of the Committee are considered by the Full Legislature.
 9. In any case, the budget must be adopted by November 1, 2025.
 10. Within three (3) business days of budget adoption, the Clerk will deliver the budget and changes to the County Executive for approval or veto.
 11. The last day for the County Executive to veto the budget resolutions is November 10, 2025 (MONDAY) as the 8th day of November is a Saturday.
 12. Upon receipt of a veto message by the County Executive, the County Legislature shall convene on or before November 1, 2025 (MONDAY) to consider each specific veto and shall vote to sustain or override each separate question, as the 15th day of November is a Saturday.

E. GUIDELINES TO THE COUNTY EXECUTIVE ADOPTED BY THE LEGISLATURE FOR DETERMINING EXPENDITURES, LIMITS AND PRIORITIES:

1. In the Tentative Budget submission, the term "Capital Project" as used in Section 7.05 (a) of the Putnam County Charter shall not include the routine repairing and re-surfacing of highways and routine repair of guardrails (guiderails) nor shall said routine repairs be subject to long term bonding and that such routine repairs shall be included in the Operating Budget. The Capital Projects Committee shall determine which requested projects meet the criteria to be defined as a Capital Project as set forth above, and their recommendations will be included in the applicable operating and capital budget procedures contained within the Putnam County Charter.
2. In the Tentative Budget submission, the term "Capital Projects" so used in Section 7.05 (a) of the Putnam County Charter shall not include replacement of existing equipment and machinery, and that such replacement shall not be included in the Operating Budget. The Capital Projects Committee shall determine which requested projects meet the criteria to be defined as a Capital Project as set forth above, and their recommendations will be included in the applicable operating and capital budget procedures contained within the Putnam County Charter. A detailed narrative identifying the preceding five (5) year's Capital Projects Budgets and any additions or changes to same including the dates on which the additions or changes to same took place.
3. The County Executive will submit a detailed narrative explaining any differences between the Department's request and the County Executive's recommendation and the reason for not granting the request or increasing any such request.

- 4. Any subsequent information that the County Executive is aware of that the Department Head did not submit relating to the request and recommendation must also be included in the narrative.**
- 5. The revenues are to be reported and itemized in each individual department's budget for the fiscal year and not in the budget of the Commissioner of Finance, or any other department, where applicable.**
- 6. Each revenue account shall indicate in the Tentative Budget the amount of revenue requested and the amount of revenue projected and actually received to date from the prior fiscal year.**
- 7. All proposed changes in grades, promotions or reclassifications in position in management or non-management be collated and presented as a separate part of the Tentative Budget, including a detailed narrative for each.**
- 8. a) The names of all employees engaged in employment for the County of Putnam in more than one department be separately listed and disclosed apart from the budget document with the name of the position for the current fiscal year and the next fiscal year separately.
b) The names of all employees engaged in employment for the County of Putnam who have had overtime be listed with the amount of dollars for overtime for 2024 and 2025 year-to-date separately.**
- 9. All current and expected personnel vacancies be identified by line item in the budget or in supporting documents throughout the entire budget process.**
- 10. a) Each department head shall identify those personnel positions within his/her department that were entitled to either New York State or Federal Government reimbursement, either by statute, grant or otherwise, including the rate of reimbursement, amount of reimbursement actually received and amount of reimbursement expected to be received until the end of the fiscal year.
b) Also to be included is a separate list of personnel positions funded fully or partially by grant funds expected to expire and include the expected grant expiration date.**
- 11. Each department head shall identify all line items in their department that are entitled to either New York State or Federal Government reimbursement and maximum allowable reimbursement, if applicable.**
- 12. The Commissioner of Finance shall supply this information with the Tentative Budget.**
- 13. Each department head shall complete a Motor Vehicle Inventory Control Form for any and all vehicles being used by said department.**
- 14. An organizational chart by department for 2025 shall be provided along with an organizational chart for 2026 highlighting all proposed changes.**

- 15. If the County Executive plans on out-sourcing or privatizing any department, or part thereof in the total departmental budget, in the 2026 budget, the County Executive must provide a detailed statement of the rationale and his/her proposed recommendations to the Legislature no later than August 1, 2025.**
- 16. Certain budget lines are considered approved with specific limitations or conditions on how the funds shall be applied and this limitation shall not be disregarded without the formal approval of the Legislature. Any violation of these limitations may result in withdrawal of funding for these or other budget lines within the department.**
- 17. The County Executive will present an inventory of all County vehicles including a report on the condition, mileage and maintenance of each vehicle. The report will be supplied with the Tentative Budget.**
- 18. Any personnel positions which are vacant at the time of the submission of the Tentative Budget to the County Legislature shall state the calendar date at which time the position first became vacant.**
- 19. Any and all revenue projections for the 2026 budget shall only include revenue that falls within the jurisdiction and approval of the Putnam County Legislature and requires no other jurisdiction's approval (federal, state or other). Any revenue projections that require approval from an outside jurisdiction (federal, state or other) shall not be budgeted unless the revenue has been approved by that outside jurisdiction prior to the submission of the budget to the Legislature.**
- 20. Any not-for-profits seeking funding from the County must submit to the Administration along with their request for funding the following documentation, which documents shall be forwarded to the Legislature along with the Tentative Budget:**
 - Any distributed summary or report of the strategic plan and the accomplishments of the Non-For-Profit (NFP);**
 - A list of the NFP's current serving directors, including contact information for each, the date and length of their respective terms and their conflict disclosures;**
 - A complete list of the NFP's employees;**
 - Complete copies of the NFP's current by-laws and the minutes for any board and committee meetings conducted in the last two (2) years;**
 - Copies of each independent audit and/or auditor compilation of the NFP's financial reports for the last three (3) years;**
 - Copies of the NFP's current Code of Conduct and any Administrative Policies, including but not limited to policies that**

address check signing authority, opening of bank accounts, or use of credit cards;

- Copies of the NFP's Conflict of Interest and Related Party policies, if any;
- Records relating to review and approval by the NFP of the engagement and salary for any compensated positions; and
- Copies of the NFP's IRS 990 or IRS 990EZ filed for the last three (3) years and the records relating to review and approval by the NFP's board for said filings.

21. The Tentative Budget shall breakout the "Contracts" line as shown in previous budgets of the Golf Facility and Tilly Foster Farm, and shall delineate any Capital improvements to each facility or its grounds.

22. The budget will break out in each department the cell phone expense from the total telephone expense and provide a separate account number for this cell phone item.

23. Any additional new items, if desired.

F. CONCLUSION:

Implementation of this Legislative Budget Review System will bring the expertise of the various Legislative Committees and their Chairs to bear on one of the most important functions of the Legislature.

It is expected that proposal acceptance will result in increased budget efficiency and greatly reduced cost to the County.

G. PROPOSED RESOLUTION:

WHEREAS, the Budget and Finance Committee has reviewed and recommended the adoption of the attached Decentralized Budget Review Process for implementation in 2025 of the adoption of the 2026 budget; now therefore be it

RESOLVED, that the Putnam County Legislature hereby adopts the attached budget review process; and be it further

RESOLVED, that pursuant to Putnam County Charter Section 7.04 the Putnam County Legislature hereby adopts and notifies the County Executive of the policy and practice guidelines contained in Section E of this Decentralized Budget Review Process/2026 to be complied with by the County Executive.

#6b

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

**APPROVAL – FUND TRANSFER (25T091) – HEALTH DEPARTMENT – FORMER
INTERIM COMMISSIONER OF HEALTH – PAY OUT ACCRUALS**

**WHEREAS, the Personnel Officer has requested a fund transfer (25T091) to
Pay Out Accruals to the former Interim Commissioner of Health; and**

**WHEREAS, the Personnel Committee and the Audit & Administration
Committee have reviewed and approved said fund transfer; now therefore be it
RESOLVED, that the following fund transfer be made:**

Decrease:

11401000 51000 (11120) Public Health Nurse Vacancy 38,642

Increase:

10401000 51000 (10116) Interim Commissioner of Health 38,642

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

COUNTY OF PUTNAM

FUND TRANSFER REQUEST #57

cc: all
Pers. - May - Tabled
AAA
Pers - June
Reso

TO: Commissioner of Finance
FROM: William A. Orr, Jr., Senior Fiscal Manager
DEPT: Health
DATE: April 2, 2025

2025 APR 14 PM 2:55
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

I hereby request approval for the following transfer of funds:

FROM ACCOUNT # / NAME	TO ACCOUNT # / NAME	AMOUNT
11401000-51000 (11120) Public Health Nurse Vacancy	10401000-51000 (10116) Administration Interim Comm. Health	\$10,321.00
11401000-51000 (11120) Public Health Nurse Vacancy	10401000-51000 (10116) Administration	10,321.00
11401000-51000 (11120) 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

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

25T091

PAUL ELDRIDGE
PERSONNEL OFFICER



cc: all
Add'l
Pers m49
6/10/25

#4

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

M · E · M · O · R · A · N · D · U · M

TO: Paul Jonke, Chair, Personnel Committee
CC: Kevin Byrne, County Executive
FROM: Paul Eldridge, Personnel Officer (1st Acting County Executive)
DATE: June 10, 2025
SUBJECT: Vacation Payout for Dr. Michael Nesheiwat, former Commissioner of Health

2025 JUN 10 PM 5:28
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Please accept this as background relative to a vacation payout of 280 hours for Dr. Michael Nesheiwat, for time earned while serving as our Commissioner of Health. I have been asked to write on behalf of County Executive Kevin Byrne concerning your request for additional information.

Dr. Nesheiwat served as our Commissioner of Health from December 2015 through March 2025, a time frame of more than 9 years. He guided our County as Commissioner through a measles outbreak, followed thereafter by the COVID-19 pandemic. He now continues to serve the County as our Health Department's Medical Consultant. His knowledge as our former Commissioner of Health is an invaluable asset to our Health Department and for our new Public Health Director, Rian Rodriguez, serving side by side with him in their leadership roles.

As Commissioner of Health, Dr. Nesheiwat earned this vacation time while at a salary rate more than 2x his current salary rate as a Medical Consultant. If Dr. Nesheiwat didn't stay on as our Medical Consultant, he would have been paid his vacation time at his Commissioner salary rate.

The administration believes it is only fair to pay out Dr. Nesheiwat his earned, unused vacation as his salary rate as Commissioner. Since this is such a unique situation we believe he should not be disadvantaged because of his agreement to continue serving our County in the capacity of Medical Consultant.

Thank you for your consideration of this matter.

A handwritten signature in blue ink that reads "Paul Eldridge".

Paul Eldridge
Personnel Officer
(1st Acting County Executive)

#60

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

**APPROVAL – FUND TRANSFER (25T159) – HEALTH DEPARTMENT – FISCAL
TECHNICIAN RETIREMENT – TEMPORARY**

**WHEREAS, the Fiscal Technician in the Health Department will be retiring
effective June 27, 2025; and**

**WHEREAS, this employee has agreed to return to work the first week of
July as a Temporary hourly employee to continue to support Senior Fiscal
Manager and Fiscal Staff, and to provide ongoing succession training by
distributing a portion of her work to others on the Fiscal Team; and**

**WHEREAS, said Temporary employee will receive an hourly rate of \$44.10,
which is their current Grade of 16, Step 4 (minus longevity); and**

**WHEREAS, said Temporary employee will work an average of 25 – 30 hours
per week; and**

**WHEREAS, the Public Health Director has requested a fund transfer
(25T159) to cover this request for Temporary funding; and**

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

RESOLVED, that the following fund transfer be made:

Decrease:

10401000 51000 (102)	Admin – Fiscal Technician	35,000

Increase:

10401000 51094	Admin – Temporary	35,000

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

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

I hereby request approval for the following transfer of funds:

FROM ACCOUNT # / NAME	TO ACCOUNT # / NAME	AMOUNT
10401000-51000 (102) 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

2025 JUN -4 PM 4:06
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

cc: all
Pers
A+A

Reso

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.

#60

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

**APPROVAL – FUND TRANSFER (25T160) – HEALTH DEPARTMENT – SENIOR
FISCAL MANAGEMENT RETIREMENT – TEMPORARY**

**WHEREAS, the Senior Fiscal Manager in the Health Department will be
retiring effective June 26, 2025; and**

**WHEREAS, this employee has agreed to return to work on June 30, 2025 as
a Temporary hourly employee, working in the same capacity as a Senior Fiscal
Manager in the Health Department; and**

**WHEREAS, this change in the status of employment has been approved by
the County Executive; and**

**WHEREAS, said employee will receive his current hourly rate of \$73.97;
and**

**WHEREAS, the Public Health Director has requested a fund transfer
(25T160) to cover this request for Temporary funding; and**

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

RESOLVED, that the following fund transfer be made:

Decrease:

10401000 51000 (111)	Admin – Senior Fiscal Manager	68,000

Increase:

10401000 51094	Admin – Temporary	68,000

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

Legislators Addonizio

Legislators Birmingham

Legislators Crowley

Legislators Ellner

Legislators Gouldman

Legislators Jonke

Legislators Montgomery

Legislators Russo

Chairwoman Sayegh

COUNTY OF PUTNAM

cc: all
Pers.
A+A

Reso

FUND TRANSFER REQUEST #77

TO: Commissioner of Finance
FROM: William A. Orr, Jr., Senior Fiscal Manager
DEPT: Health
DATE: June 3, 2025

2025 JUN -4 PM 4:07
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

I hereby request approval for the following transfer of funds:

FROM ACCOUNT # / NAME	TO ACCOUNT # / NAME	AMOUNT
10401000-51000 (111) 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

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

25T160



MEMORANDUM

TO: Michael J. Lewis, Commissioner of Finance
FROM: William A. Orr, Jr., Senior Fiscal Manager *WAO*
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.

#6e

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

APPROVAL – FUND TRANSFER (25T164) – HEALTH DEPARTMENT – SENIOR FISCAL MANAGER RETIREMENT – PAY OUT ACCRUALS

WHEREAS, the Public Health Director has requested a fund transfer (25T164) to account for the pay out of accruals for the Retirement of the Senior Fiscal Manager; and

WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approved said fund transfer; now therefore be it RESOLVED, that the following fund transfer be made:

Decrease:

11401000 51000 (11116)	Public Health Nurse Vacancy	10,000
11401000 51000 (11113)	Public Health Nurse Vacancy	<u>15,825</u>
		25,825

Increase:

10401000 51000 (10111)	Admin – Senior Fiscal Manager	25,825

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

COUNTY OF PUTNAM

cc: all
Pers
A+1A

Reso

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) <i>Sr. Fiscal Manager</i>	10,000.00
11401000-51000 Public Health Nurse Vacancy (11113)	10401000-51000 Administration (10111) <i>Sr. Fiscal Manager</i>	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

6 f

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

**APPROVAL – BUDGETARY AMENDMENT (25A049) – SHERIFF’S OFFICE –
BUREAU OF CRIMINAL INVESTIGATIONS (BCI) - HOMELAND SECURITY
INVESTIGATION (HSI) STATE & LOCAL OVERTIME (SLOT) GRANT FUNDING
ADJUSTMENT**

WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (25A049) to adjust the 2025 budget to reflect the Homeland Security Investigation (HSI) State & Local Overtime (SLOT) grant funding adjustment award of \$12,000; and

WHEREAS, said SLOT funds from HSI New York are for Fiscal Year 2025, which runs from October 1, 2024 to September 30, 2025; and

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

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

32311000 51093 10177	Pers. Serv. – Sheriff’s Office – BCI	4,179
32311000 58002 10177	FICA – Sheriff’s Office – BCI	<u>321</u>
		4,500

Increase Revenue:

32311000 443890 10177	Public Safety – Homeland Security Investigation	4,500

**2025 Fiscal Impact – 0 –
2026 Fiscal Impact – 0 –**

- _____
Legislator Addonizio
- _____
Legislator Birmingham
- _____
Legislator Crowley
- _____
Legislator Ellner
- _____
Legislator Gouldman
- _____
Legislator Jonke
- _____
Legislator Montgomery
- _____
Legislator Russo
- _____
Chairwoman Sayegh

MICHAEL LEWIS
COMMISSIONER OF FINANCE



*cc: all
Prot
Ava*

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

Reso

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk

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

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

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

Sheila Barrett
To: Kristin Vanasse

You replied to this message on 6/3/2025 1:45 PM

From: Rodas, Michelle <Michelle.Rodas@hsj.dhs.gov>
Sent: Monday, February 3, 2025 4:21 PM
To: John Alfano <John.Alfano@putnamcountyva.gov>
Cc: Long, Kimberly <Kimberly.Long@hsj.dhs.gov>; Ziegler, Kelly <Kelly.Ziegler@hsj.dhs.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 **25 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
APST | EQSH & SLOT Coordinator
Finance Management Division
Homeland Security Investigations
New York Field Office
Phone: 646-979-7053
Michelle.Rodas@hsj.dhs.gov

#69

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

APPROVAL – BUDGETARY AMENDMENT (25A051) – FINANCE – SPCA VEHICLE PURCHASE – DORMITORY AUTHORITY OF THE STATE OF NEW YORK (DASNY) – STATE AND MUNICIPALITIES (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 Municipalities (SAM) Grant funding through the Dormitory Authority of the State of New York (DASNY); and

WHEREAS, the SPCA has provided a copy of a Grant Disbursement Agreement with (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 (25A051) 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 Rules, Enactments & Intergovernmental Relations Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

25851300 54950	SPCA – County Contribution	50,000

Increase Estimated Revenues:

25851300 423890	SPCA – Miscellaneous Revenue	50,000

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

MICHAEL J. LEWIS
Commissioner of Finance



cc: all
Rules
ATA

Reso

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
CARMEL, 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

Increase Estimated Revenues:

25851300 423890	SPCA - Miscellaneous Revenue	\$	50,000

Fiscal Impact - 2025 - \$ 0

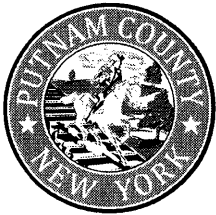
Fiscal Impact - 2026 - \$ 0

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

Michele Alfano-Sharkey

From: Michael Lewis
Sent: Friday, June 6, 2025 10:12 AM
To: Michele Alfano-Sharkey
Subject: 25A051
Attachments: 25A051 - SPCA GRANT DASNY.pdf; 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

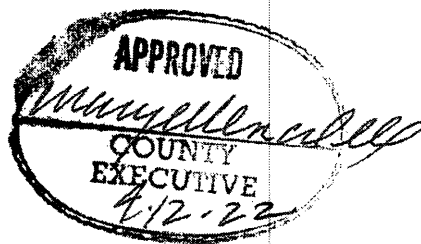
Increase Estimated Revenues:

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
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

2C2010204754406...

(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

0289CBED93074D5...

(Signature of DASNY Authorized Officer)

Sara Richards

Managing Director, Executive Direction

(Printed Name)

Date: 5/21/2025

DASNY OFFICE USE ONLY

GRANTS ADMIN REVIEW

APPROVED FOR LEGAL
REVIEW:

DS
EP

DATE: 5/14/2025

FINAL LEGAL REVIEW

APPROVED FOR
SIGNATURE:

DS
RS

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	
Project Description*	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.

x 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	
DS <i>JK</i>	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 ☒

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 ☒
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	☒
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	☒
l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	Yes	No	☒
m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws?	Yes	No	☒
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	☒
- Unemployment insurance or workers' compensation coverage or claim requirements	Yes	No	☒
- ERISA (Employee Retirement Income Security Act)	Yes	No	☒
- Federal, State or Local human rights laws	Yes	No	☒
- Federal INS (Immigration and Naturalization Service) and Alienage laws, Sherman Act or other Federal anti-trust laws	Yes	No	☒
- A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation?	Yes	No	☒
- An occupational safety and health act citation and notification of penalty containing a violation classified as serious or willful?	Yes	No	☒

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

2C2D10204780400

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

11C1D374300D4113

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) ☐	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.
<u>OR</u>	
2) ☐	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 #:
<u>OR</u>	

- 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 least 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

		RS GREEN		
QTY		UNIT PRICE	NET PRICE	TOTAL
1	2023 DODGE CHARGER POLICE AWD LDEE48	42,635.00	33,801.03	\$33,801.03
1	FACTORY TO DEALER DESTINATION CHARGE		1,595.00	\$1,595.00
1	ERB-3.6 LITER V6 GAS ENGINE/DFT-8 SPEED AUTO TRANS			
1	PW7-WHITE KNUCKLE CLEARCOAT			
1	X5X9-HD FRONT CLOTH BUCKET SEATS/REAR VINYL BENCH	135.00	121.50	\$121.50
1	AWC-FLEET SAFETY GROUP	395.00	355.50	\$355.50
1	CW6-DEACTIVATE REAR DOORS/WINDOWS FROM INSIDE	85.00	76.50	\$76.50
1	GXF-6 KEY FOBS ALL FREQUENCY 1	160.00	144.00	\$144.00
1	LNF/LNX-LED SPOTLAMP LH SIDE	385.00	346.50	\$346.50
1	TBH-FULL SPARE RELOCATION BRACKET	165.00	148.50	\$148.50
1	AHM-LUMBAR SEAT LH SIDE/POWER RH SEAT	540.00	486.00	\$486.00
1	AFS-DEALER INSTALD WIRING HARNESS W/CIRC BRKR/TRUNKTRA	2,250.00	2,025.00	\$2,025.00
1	CODE3 21TR47A4 LIGHTBAR MATRIX - PROGRAMMABLE	2,736.00	2,462.40	\$2,462.40
1	CODE3 Z3 SIREN REMOTE	1,267.64	1,140.88	\$1,140.88
1	SIREN AND SPEAKER INSTALLATION		\$ 350.00	\$350.00
1	CODE3 C3100CH SPEAKER	\$345.00	\$310.50	\$310.50
1	HAVIS C-VS-CHGR-CUP-ARMREST-CLA-MIC CLIPS CONSOLE	\$1,395.00	\$1,255.50	\$1,255.50
1	CONSOLE INSTALLATION		\$350.00	\$350.00
1	(2)CODE3 CD3794RW RED/WHITE PROGRAMMABLE GRILLE LAMPS	\$390.00	\$351.00	\$351.00
1	(4) CODE3 MICROPACK RED/WHITE FRONT FENDERS AND 1/4 PANEL	\$790.00	\$711.00	\$711.00
1	INSTALL GRILLE, REAR AND ASSORTED BODYLAMPS		\$1,800.00	\$1,800.00
1	PROGRAM VISM MODULE FOR WIGWAG/FLASH BACK		\$150.00	\$150.00
1	(4) MICROPACK RED/BLUE REAR BUMPER	\$790.00	\$711.00	\$711.00
1	SETINA (4) LAMP LIGHTED PUSHBUMPER BK2007CGR15	\$1,069.00	\$962.10	\$962.10
1	INSTALL PUSHBUMPER WITH SIDE AND FRONT WHELEN RED/WHITE LAMPS		\$350.00	\$350.00
1	SETINA SKID PLATE FOR ENGINE OIL PAN SK0075CGR21V6	\$299.00	\$269.10	\$269.10
1	SETINA SKID PLATE FOR TRANSMISSION OIL PAN MK0707CGR21V6	\$329.00	\$296.10	\$296.10
1	INSTALLATION OF SKID PLATES		\$250.00	\$250.00
1	HAVIS POLE, MOUNT, POWER DOCKING STATION FOR TOUGHBOOK	\$2,218.00	\$1,996.20	\$1,996.20
1	INSTALLATION OF COMPUTER MOUNT AND ACCESSORIES		\$350.00	\$350.00
1	(4)ULTMC-RB RED/BLUE LAMPS UNDER TRUNK AND REAR BACKLIGHT	\$780.00	\$702.00	\$702.00
		SUB TOTAL		\$53,867.31
	PUTNAM COUNTY	DELIVERY		\$200.00
		FED EXCISE TAX		
		TOTAL		\$54,067.31

#6h

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

APPROVAL – PUTNAM ARTS COUNCIL GRANTS FOR 2025

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

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

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

cc: all
Rules Re50



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

2025 MAY 30 PM 4:14
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

To: Diane Schonfeld for the Putnam County Legislature

From: Putnam Arts Council

Date: May 30, 2025

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

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

Separately, I have provided:

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

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

Joyce

Joyce Picone
President and Executive Director

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

Arts Link Community Grant Program 2025 Overview

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

The Program is comprised of an ongoing and detailed process:

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

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

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

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

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

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

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

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

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

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



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

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

Putnam Arts Council's

2025 Arts Link Community Re-grant Program

Total County funds : \$13, 993

Total requests: \$91,532.00

DANCE

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

Renaissance Unveiled

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

MUSIC

Tompkins Corners Cultural Center Putnam Valley
\$1,000

5th Annual John Cohen Memorial Concerts

In just ten years, TCCC has established its reputation for high-quality programming showcasing varied genres - Jazz, Acapella, Urban Folk and Blues, and Old-time roots music. We continue to honor our founder and friend, musician, artist and ethnographic filmmaker John Cohen, This year's series features Windbourne, the Down Hill Strugglers, KJ Denhert, and renowned local artist David Amram and the David Amram Quintet.

Putnam Symphony Orchestra Southeast/Brewster
\$1,000

2025 Concert Season

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

Chapel Restoration Cold Spring
\$1,000

Sunday Music Series

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

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

MULTI-MEDIA

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

A Mystery Worth Keeping

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

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

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

VISUAL ART

Boscobel House and Garden Garrison

\$1,500

Scenic Vistas and Plein Air Workshops

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

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

Collaborative Concepts Carmel

\$1,000

Sculptural Exhibition at Tilly Foster Farm

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

August 30 – November 4

Garrison Art Center – Philipstown, Garrison Landing
\$1,500

Mentor Programs

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

THEATER

Brewster Theater – performs in Carmel
\$2,000

“1776”

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

Hudson Valley Shakespeare – Philipstown, Garrison
\$1,500

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

#62

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

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

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

<<PUTNAM COUNTY CODE CHAPTER 220>>

<<ARTICLE X>>

Section 1.

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

§ 220-65. Legislative intent.

Chapter 670 of the Laws of 2022 added a new § 466-a to the Real Property Tax Law, repealing prior §§ 466-a through 466-k, though continuing the exemption provided therein. Section 466-a provides a real property tax exemption of 10% for qualified members of volunteer fire departments and ambulance corps statewide, subject to adoption by individual municipalities. Members of volunteer fire departments and ambulance corps provide valuable services to the people of Putnam County. In order to be certified and recertified, such volunteers must undertake numerous hours of training on their own time and frequently at their own expense. The purpose of this exemption is to maintain the ranks of the volunteer corps and encourage volunteers to join. In 2024, §466-1 was added, which allows the exemption to be extended to volunteers who provide such services to a neighboring city, village, or town. The enabling legislation enacted by the State Legislature requires that localities must adopt a local law in order to afford those volunteers such exemption.

Section 2.

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

§ 220-66. Applicability.

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

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

- A. The applicant resides in a city, town, or village in Putnam County;
- B. The property is the primary residence of the applicant;
- C. The property is used exclusively for residential purposes; provided, however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section; and
- D. The applicant serves as a member of a volunteer fire company, fire department, or incorporated voluntary ambulance service that is located in and provides service to any city, village, or town in Putnam County;
- E. The applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service for a period of two years of service;
- F. The applicant must file a certificate from his or her qualifying organization that he or she is an enrolled member. Such certification of membership must certify that the member received credit under a service award program defined by Article 11-A, 11-AA, 11-AAA, or 11-AAAA of the General Municipal Law for the period of service claimed in the application.

Section 3.

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

§ 220-67. Continuation of eligibility requirements.

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

Section 4.

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

§ 220-68. Lifetime exemption.

Any enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service who accrues more than 20 years of active service and is so certified by the authority having jurisdiction for the

incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service shall be granted the 10% exemption as authorized by this article for the remainder of his or her life as long as his or her primary residence is located within such County.

Section 5.

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

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

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

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

Section 6.

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

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

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

- A. Such unremarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service as an unremarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; and

- B. Such deceased volunteer had been an enrolled member for at least 20 years;
and**
- C. Such deceased volunteer and unremarried spouse had been receiving the
exemption for such property prior to the death of such volunteer.**

Section 7.

Section 220-69 .2 of the Putnam County Code is hereby amended to read as follows:

§ 220-69.2. Application for exemption.

- A. Application for such exemption, along with the certificate of membership
defined above, shall be filed with the applicable town assessor on or before
the taxable status date on a form as prescribed by the Commissioner of the
Office of Real Property Tax Services.**
- B. Certification shall be required for any period of time claimed by an applicant
that is not already on file with the applicable town assessor.**
- C. The assessor shall review the application and certification to ensure they
have satisfied the requirements of this law.**

Section 8.

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

§220-69.3. Continuation of exemption.

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

Section 9.

**This local law shall take effect immediately upon the filing with the secretary of
state.**



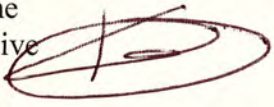
all
Rules

PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE

MEMORANDUM

To: Amy Sayegh
Chair, Putnam County Legislature

CC: Putnam County Legislature

FROM: Kevin M. Byrne
County Executive 

DATE: June 6, 2025

RE: Proposal to Amend Putnam County Code Chapter 220, Article X, Exemption for
Qualified Members of Volunteer Fire Departments and Ambulance Corps

Encl: Draft Local Law Amending Chapter 220, Article X

2025 JUN - 6 PM 2:03
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

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

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

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

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

<<PUTNAM COUNTY CODE CHAPTER 220>>

<<ARTICLE X>>

Section 1.

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

§ 220-65. Legislative intent.

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

Section 2.

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

§ 220-66. Applicability.

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

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

D. The applicant serves as a member of a volunteer fire company, fire department, or incorporated voluntary ambulance service that is located in and provides service to any city, village, or town in Putnam County;

E. The applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service for a period of five years of service;

F. The applicant must file a certificate from his or her qualifying organization that he or she is an enrolled member. Such certification of membership must certify that the member received credit under a service award program defined by Article 11-A, 11-AA, 11-AAA, or 11-AAAA of the General Municipal Law for the period of service claimed in the application.

Section 3.

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

§ 220-67. Continuation of eligibility requirements.

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

Section 4.

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

§ 220-68. Lifetime exemption.

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

Section 5.

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

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

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

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

Section 6.

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

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

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

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

Section 7.

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

§ 220-69.2. Application for exemption.

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

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

Section 8.

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

§220-69.3. Continuation of exemption.

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

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

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

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

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

D. The applicant serves as a member of a volunteer fire company, fire department, or incorporated voluntary ambulance service that is located in and provides service to any city, village, or town in Putnam County-;

ED. The applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service for a period of five years of service;

FE. The applicant must file a certificate from his or her qualifying organization that he or she is an enrolled member. Such certification of membership must certify that the member received credit under a service award program defined by Article 11-A, 11-AA, 11-AAA, or 11-AAAA of the General Municipal Law for the period of service claimed in the application.

Section 3.

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

§ 220-67. Continuation of eligibility requirements.

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

Section 4.

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

§ 220-687. Lifetime exemption.

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

Section 5.

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

§ 220-69.8. Unremarried spouses of volunteer firefighters or volunteer ambulance workers killed in line of duty.

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

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

Section 6.

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

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

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

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

Section 7.

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

§ 220-69.21. Application for exemption.

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

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

Section 8.

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

§220-69.32. Continuation of exemption.

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

#6j

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

APPROVAL – BUDGETARY AMENDMENT (25A052) – DPW – AMEND CAPITAL PROJECT 52405 PUTNAM COUNTY SHERIFF’S OFFICE (PCSO) LIFE SAFETY SYSTEMS MODERNIZATION

WHEREAS, by Resolution #167 of 2024, the Putnam County Legislature approved \$720,000 of ARPA funding for Capital Project 52405 – PCSO Life Safety Systems Modernization; and

WHEREAS, during the installation phase of the project, unanticipated issues were identified and will need to be addressed; and

WHEREAS, these include the addition of intercom tones for shift changes along with troubleshooting specific wiring for cells; and

WHEREAS, the Commissioner of DPW has requested budgetary amendment (25A052) to in order to successfully and fully complete this project; and

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

RESOLVED, that the following budgetary amendment be made:

CAPITAL FUND:

Increase Appropriations:

53097000 53000 52405	Capital Expenditures	16,000

Increase Estimated Revenues:

53097000 428601 52405	Transfer In – General Fund	16,000

GENERAL FUND:

Increase Appropriations:

10990100 59020 52405	Transfer Out – General Fund	16,000

Decrease Estimated Revenues:

10199000 54980	General Contingencies	16,000

2025 Fiscal Impact - \$16,000

2026 Fiscal Impact – 0 –

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: **Budgetary Amendment – 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

Increase Estimated Revenues:

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

General Fund

Increase Appropriations:

10990100 59020 52405	Transfer Out - General Fund	\$	16,000

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.

THOMAS FEIGHERY
COMMISSIONER OF PUBLIC WORKS



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

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.

6/9/25 - Per Lilly - this can be placed on regular Physical Svc. Comm. Htg agenda. mas



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 O87 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

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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]":

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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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4 Commerce Dr South
Harriman , NY 10926

☐ 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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Harriman , NY 10926

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.



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.



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		



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
Johnson Controls Reference: 650329223
Proposal #: 1
Date: 05/15/2025
Page: 9 of 17

Offered By: Johnson Controls Fire Protection LP 4 Commerce Dr South Harriman , NY 10926 Telephone: _____ Representative: _____ Email: mark.tasik@jci.com	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ Date: _____



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



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.

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

SUBCONTRACTOR PRICING

SUBCONTRACTOR NAME AND ADDRESS

NET PRICE

§ .

§ .

§ -

TOTAL SUB-CONT	\$	-

JCI FIRE PROTECTION - LABOR PRICING - TOTAL COMBINED

[illegible]

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:

DATE: May 15, 2025

REV DATE:

FACILITY: Putnam Correctional Facility
COUNTY: Putnam
OGS 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

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

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

OGS REGION NUMBER: 3

BLDG NAME & NUMBER: 0

PROJECT NAME: CO1 Intercom Tone add on

PROJECT NUMBER: 0

PAGE 1

NYS CONTRACT ITEMS PRICING

[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
Page: 1 of 15

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-Built, 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
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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

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Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 1 - v.1
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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.

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



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		



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



Offered By: Johnson Controls Fire Protection LP 4 Commerce Dr South Harriman , NY 10926 Telephone: Representative: _____ Email: mark.tasik@jci.com	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ Date: _____



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



Project: Putnam Correctional 5100 Intercom Upgrade - Change Order 1 - v.1
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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 ours 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.

#6K

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

**APPROVAL – BUDGETARY AMENDMENT (25A055) – PLANNING DEPARTMENT –
NYSDOT CONTRACT – MODERNIZATION & ENHANCEMENT PROGRAM (MEP)
FUNDING – TROLLEY REPLACEMENT – AMEND FUNDING SOURCE**

WHEREAS, by Resolution #66 of 2024, the Putnam County Legislature approved a budgetary amendment 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 Commissioner of Planning has requested a budgetary amendment (25A055) to correct the State Aid funding source approved on Resolution #66 of 2024 from State Aid Section 5307 to State Aid MEP funding; and

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

RESOLVED, that the following budgetary amendment be made:

Increase Revenues:

55997000 435974 51711	State Aid – MEP Funding	137,909

Decrease Revenues:

55997000 435970 51711	State Aid – Section 5307	137,909

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

MICHAEL LEWIS
Commissioner Of Finance



cc:all
Phys
A+A

Reso

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>

Decrease Revenues:

55997000 435970 51711	State Aid – Section 5307	<u>\$137,909</u>

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 –

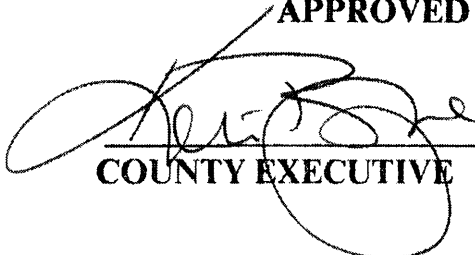
BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

State of New York

ss:

County of Putnam

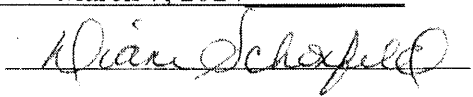
APPROVED


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	\$10,164.00	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-23-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
8TRM.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

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%
Estimated State Drawdown Request Dates:		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

SAVE POINT

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

#62

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

**APPROVAL – BUDGETARY TRANSFER (25T165) – FINANCE – MTA RAILROAD
STATION MAINTENANCE**

WHEREAS, the Commissioner of Finance has requested a budgetary transfer (25T165) to fund the MTA Railroad Station Maintenance costs pursuant to Section 1277 of the Public Authorities Law; and

**WHEREAS, this covers a period of April 1, 2024 through March 31, 2025;
and**

WHEREAS, this will fund the deficit created by a greater-than-anticipated CPI factor; and

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

RESOLVED, that the following budgetary transfer be made:

Increase Appropriations:

10564000 54950	Railroad Station Maintenance – MTA	20,798

Decrease Appropriations:

10199000 54980	Contingency	20,798

2025 Fiscal Impact - \$20,798

2026 Fiscal Impact – 0 –

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

MICHAEL J. LEWIS
Commissioner of Finance



cc: all
Phys
A+A

Reso

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

Decrease Appropriations:

10199000 54980	Contingency	20,798

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 black 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

#6m

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

APPROVAL - SEQRA DETERMINATION - NEGATIVE DECLARATION - TERRY HILL ROAD (CR 46) AND NYS ROUTE 311 INTERSECTION IMPROVEMENTS

WHEREAS, the Putnam County Legislature is considering the approval of a Putnam County Department of Public Works project that involves Intersection improvements including widening for turning lanes, drainage and related improvements, signalization, and pedestrian improvements at the intersection of NYS Route 311 and Terry Hill Road east of NYS Route 52 in the Town of Kent; and

WHEREAS, the purpose of the Project is to improve the safety and capacity of this intersection; and

WHEREAS, the proposed action hereunder is subject to review under the State Environmental Quality Review Act and the Regulations promulgated thereunder ("SEQRA 6 NYCRR Part 617"); and

WHEREAS, on March 4, 2025, as part of Resolution #25-52, the County Legislature issued an Unlisted Action determination for the above referenced project, and declared its intent to serve as Lead Agency with respect to SEQRA; and

WHEREAS, a short Environmental Assessment form (EAF) was prepared for the Project; and

WHEREAS, the EAF and associated documentation was circulated to all involved and interested agencies for the requisite 30 days with a notice of the Putnam County Legislature's Intent to Serve as Lead Agency and no objections were received thereto; and

WHEREAS, the Putnam County Legislature, acting as Lead Agency, conducted a coordinated environmental review in accordance with §617.6; and

WHEREAS, based upon a careful review of the action as a whole, of the EAF, and the criteria set forth in 6 NYCRR Part 617.7(c), it has been determined that the proposed Project will not result in any potential significant adverse environmental impacts; now therefore be it

RESOLVED, that the Putnam County Legislature, as Lead Agency, determines that the proposed Project will not have any potential significant adverse impacts and a Draft Environmental Impact Statement will not be prepared; and be it further

RESOLVED, that in accordance with 6 NYCRR Part 617, the Putnam County Legislature, as Lead Agency, hereby accepts and adopts the Negative Declaration prepared in connection with the Terry Hill Road (CR 46) & NYS Route 311 Intersection Improvements project, a copy of which is annexed hereto and made a part hereof; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

cc: all
phys Reso

Diane Schonfeld

From: Barbara Barosa
Sent: Monday, June 9, 2025 2:47 PM
To: Diane Schonfeld; Diane Trabulsi
Cc: Thomas Feighery; County Executive; Joseph Bellucci; John Tully
Subject: Resolution - SEQR Negative Declaration, Terry Hill Road & Route 311 Intersection Improvement project
Attachments: NegDec - Terry Hill and Rt 311 Intersection.docx; Reso.NegDec.TerryHillRt 311.docx; Terry Hill Rt 311 FEAf.pdf; 240903MA_Preliminary Highway Improvement Plans.pdf

Good Afternoon,

Attached please find a proposed Resolution for the SEQR Negative Declaration for the Terry Hill Road & Route 311 Intersection Improvement project along with supporting documentation. The project's Resolution declaring the Legislature's Intent to Serve as Lead Agency and EAF were circulated for more than 30 days, and no responses were received. I respectfully request that this matter be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner • Department of Planning, Development & Public Transportation •

PHONE | 845.878-3480 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY NEW YORK GOVERNMENT

"Empowering Putnam County through dedicated service."

APPROVAL/ SEQRA DETERMINATION/ NEGATIVE DECLARATION/ TERRY HILL ROAD (CR 46) AND NYS ROUTE 311 INTERSECTION IMPROVEMENTS

WHEREAS, the Putnam County Legislature is considering the approval of a Putnam County Department of Public Works project that involves Intersection improvements including widening for turning lanes, drainage and related improvements, signalization, and pedestrian improvements at the intersection of NYS Route 311 and Terry Hill Road east of NYS Route 52 in the Town of Kent; and

WHEREAS, the purpose of the Project is to improve the safety and capacity of this intersection; and

WHEREAS, the proposed action hereunder is subject to review under the State Environmental Quality Review Act and the Regulations promulgated thereunder (“SEQRA 6 NYCRR Part 617”); and

WHEREAS, on March 4, 2025, as part of Resolution #25-52, the County Legislature issued an Unlisted Action determination for the above referenced project, and declared its intent to serve as Lead Agency with respect to SEQRA; and

WHEREAS, a short Environmental Assessment form (EAF) was prepared for the Project; and

WHEREAS, the EAF and associated documentation was circulated to all involved and interested agencies for the requisite 30 days with a notice of the Putnam County Legislature’s Intent to Serve as Lead Agency and no objections were received thereto; and

WHEREAS, the Putnam County Legislature, acting as Lead Agency, conducted a coordinated environmental review in accordance with §617.6; and

WHEREAS, based upon a careful review of the action as a whole, of the EAF, and the criteria set forth in 6 NYCRR Part 617.7(c), it has been determined that the proposed Project will not result in any potential significant adverse environmental impacts; now therefore be it

RESOLVED, that the Putnam County Legislature, as Lead Agency, determines that the proposed Project will not have any potential significant adverse impacts and a Draft Environmental Impact Statement will not be prepared; and be it further

RESOLVED, that in accordance with 6 NYCRR Part 617, the Putnam County Legislature, as Lead Agency, hereby accepts and adopts the Negative Declaration prepared in connection with the Terry

Hill Road (CR 46) & NYS Route 311 Intersection Improvements project, a copy of which is annexed hereto and made a part hereof; and be it further

RESOLVED, that this Resolution shall take effect immediately.

**State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Putnam County Legislature, acting as Lead Agency, has determined that the proposed action described below will not have a significant environmental impact and a Draft Environmental Impact Statement will not be prepared.

Name of Action: NYS Route 311/Terry Hill Road Intersection Improvements

SEQRA Status: Type I
 X Unlisted Action

Conditioned Negative Declaration: Yes
 X No

Coordinated Review: X Yes
 No

Description of Action: The Putnam County Legislature is considering the approval of a Putnam County Department of Public Works project that involves Intersection improvements including widening for turning lanes, drainage and related improvements, signalization, and pedestrian improvements at the intersection of NYS Route 311 and Terry Hill Road east of NYS Route 52 in the Town of Kent in order to improve safety and capacity of this intersection.

Location: The proposed project is located in the Town of Kent, County of Putnam, New York.

Reasons Supporting This Determination: The Putnam County Legislature has compared the proposed action with the Criteria for Determining Significance in 6 NYCRR 617.7 (c), and found that:

- 1.) The proposed action will not result in a substantial adverse change in the existing air quality, traffic or noise levels, or subsurface water quality or quantity, or a substantial increase in solid waste production.

The proposed project is not expected to result in additional vehicle trips to the project site once constructed. It is not expected to result in any adverse air quality, noise or traffic impacts, or to result in any changes to the site's subsurface water quality or quantity or result in any solid waste production.

- 2.) The proposed action will not result in the removal; or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impact a significant habitat area; result in substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such species; and will not result in other significant adverse impacts to natural resources.

The proposed project is not expected to result in any significant adverse impacts to natural resources.

- 3.) The proposed action will not result in the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to 6NYCRR Part 617.14(g).

The proposed action is not expected to occur near any Critical Environmental Areas; therefore, no impacts will occur.

- 4.) The proposed action will not result in a material conflict with the Town's officially approved or adopted plans or goals.

The proposed action is compliant with the Town of Kent's Comprehensive Plan and zoning requirements.

- 5.) The proposed project will not result in the impairment of the character or quality of important historical, archaeological, architectural, aesthetic resources, or the existing character of the community or neighborhood.

The proposed project is not expected to result in adverse archeological or historic impacts.

- 6.) The proposed action will not result in a major change in the use of either the quantity or type of energy.

The proposed project, once constructed, will not require any energy usage.

- 7.) The proposed project will not create a hazard to human health.

The proposed project will not result in any adverse impacts to human health.

- 8.) The proposed action will not create a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses.

The proposed project will not result in any adverse impacts to open space or recreational resources.

- 9.) The proposed action will not encourage or attract a large number of people to a place or place for more than a few days, compared to the number of people who would come to such place absent the action.

The proposed project will not result in any additional people on site.

- 10.) The proposed action will not create a material demand for other actions that would result in one of the above consequences.

The proposed project will not result in any additional material demand.

- 11.) The proposed action will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment.

The proposed project will not result in any adverse impacts to the environment.

- 12.) When analyzed with two or more related action, the proposed action will not have a significant impact on the environment and when considered cumulatively, will not meet one or more of the criteria under 6 NYCRR 617.7(c).

The proposed project will not result in any adverse cumulative impacts to the environment.

- 13.) The Putnam County Legislature has considered reasonably related long-term, short-term, direct and indirect cumulative impacts, including simultaneous or subsequent actions.

The proposed project will not result in any long-term, short-term, direct or indirect cumulative impacts.

This notice is being filed with:

New York State Department of Environmental Conservation
Attention: Regional Director
21 South Putt Corners
New Paltz, NY 12561

New York State Department of Transportation
Attn: Regional Director
4 Burnett Boulevard
Poughkeepsie, NY 12603

Supervisor's Office
Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512

Putnam County Department of Highways & Facilities
842 Fair Street
Carmel, NY 10512

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: NYS Route 311/Terry Hill Road Intersection Improvements		
Project Location (describe, and attach a general location map): Intersection of NYS Route 311 and Terry Hill Road east of NYS Route 52		
Brief Description of Proposed Action (include purpose or need): Intersection improvements including widening for turning lanes, drainage and related improvements, signalization, and pedestrian improvements. The Project is proposed to improve the safety and capacity of this intersection.		
Name of Applicant/Sponsor: Putnam County Legislature	Telephone: 845-808-1020	
	E-Mail: putcoleg@putnamcountyny.gov	
Address: 40 Gleneida Avenue		
City/PO: Carmel	State: New York	Zip Code: 10512
Project Contact (if not same as sponsor; give name and title/role):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, ☐ Yes ☒ No or Village Board of Trustees		
b. City, Town or Village ☐ Yes ☒ No Planning Board or Commission		
c. City, Town or ☐ Yes ☒ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☒ No		
e. County agencies ☒ Yes ☐ No	Putnam County Department of Public Works	
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☒ Yes ☐ No	New York State Department of Transportation	
h. Federal agencies ☐ Yes ☒ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☒ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☐ Yes ☒ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☒ No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district?	☒ Yes ☐ No
<u>Residential</u>	
b. Is the use permitted or allowed by a special or conditional use permit?	☐ Yes ☒ No
c. Is a zoning change requested as part of the proposed action? If Yes,	☐ Yes ☒ No
i. What is the proposed new zoning for the site? _____	
C.4. Existing community services.	
a. In what school district is the project site located?	<u>Carmel Central School District</u>
b. What police or other public protection forces serve the project site?	<u>Kent Police Department</u>
c. Which fire protection and emergency medical services serve the project site?	<u>Kent Fire Department; Lake Carmel Fire Department</u>
d. What parks serve the project site?	<u>Edward Ryan Memorial Park - 1.8 mile from site; Lake Carmel Park District -1 mile from site; Wonder Lake State Park - 3.2 miles from site</u>

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? <u>Intersection Improvements</u>	
b. a. Total acreage of the site of the proposed action?	<u>1.36</u> acres
b. b. Total acreage to be physically disturbed?	<u>1.36</u> acres (includes pavement resurfacing area)
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	<u>0.47</u> acres
c. Is the proposed action an expansion of an existing project or use?	☐ Yes ☒ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	
d. Is the proposed action a subdivision, or does it include a subdivision?	☐ Yes ☒ No
If Yes,	
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____	
ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will the proposed action be constructed in multiple phases?	☐ Yes ☒ No
i. If No, anticipated period of construction: <u>4</u> months	
ii. If Yes:	
• Total number of phases anticipated _____ • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year • Anticipated completion date of final phase _____ month _____ year • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	

f. Does the project include new residential uses? ☐ Yes ☒ No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☒ No If Yes,	
i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☒ No If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☒ No If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☒ No If yes, describe. _____ _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? ☐ Yes ☒ No ix. Summarize site reclamation goals and plan: _____ _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☒ No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☒ No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☒ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☒ No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☒ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____	☐ Yes ☐ No ☐ Yes ☐ No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	☐ Yes ☒ No
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size) ii. Describe types of new point sources. _____ iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____ • If to surface waters, identify receiving water bodies or wetlands: _____ • Will stormwater runoff flow to adjacent properties? _____	☐ Yes ☒ No ☐ Yes ☐ No
f. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)	☐ Yes ☒ No ☐ Yes ☐ No
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	☐ Yes ☒ No ☐ Yes ☐ No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? ☐ Yes ☒ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☒ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☒ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☒ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ 8:00 AM - 6:00 PM • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ 8:00 AM - 6:00 PM • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
i. During Construction: • Monday - Friday: _____ 8:00 AM - 6:00 PM • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____		

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☒ No If yes: i. Provide details including sources, time of day and duration: _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No Describe: _____ _____	
n. Will the proposed action have outdoor lighting? ☐ Yes ☒ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No Describe: _____ _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____ _____ _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____ _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No If Yes: i. Describe proposed treatment(s): _____ _____ _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☒ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No
If Yes:
i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
ii. Anticipated rate of disposal/processing:
• _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
• _____ Tons/hour, if combustion or thermal treatment
iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No
If Yes:
i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____
ii. Generally describe processes or activities involving hazardous wastes or constituents: _____
iii. Specify amount to be handled or generated _____ tons/month
iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____
v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No
If Yes: provide name and location of facility: _____
If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
i. Check all uses that occur on, adjoining and near the project site.
☐ Urban ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____
ii. If mix of uses, generally describe:
Residential with some commercial properties located east of work area.

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.97	1.24	0.27
• Forested	NA		
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	NA		
• Agricultural (includes active orchards, field, greenhouse etc.)	NA		
• Surface water features (lakes, ponds, streams, rivers, etc.)	NA		
• Wetlands (freshwater or tidal)	NA		
• Non-vegetated (bare rock, earth or fill)	NA		
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? <i>i.</i> If Yes: explain: _____	☐ Yes ☒ No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, <i>i.</i> Identify Facilities: _____ _____	☐ Yes ☒ No
e. Does the project site contain an existing dam? If Yes: <i>i.</i> Dimensions of the dam and impoundment:	☐ Yes ☒ No
• Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet <i>ii.</i> Dam's existing hazard classification: _____ <i>iii.</i> Provide date and summarize results of last inspection: _____ _____	
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: <i>i.</i> Has the facility been formally closed?	☐ Yes ☒ No ☐ Yes ☐ No
• If yes, cite sources/documentation: _____ <i>ii.</i> Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____ <i>iii.</i> Describe any development constraints due to the prior solid waste activities: _____ _____	
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: <i>i.</i> Describe waste(s) handled and waste management activities, including approximate time when activities occurred:	☐ Yes ☒ No
_____ _____	
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: <i>i.</i> Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:	☐ Yes ☒ No ☐ Yes ☐ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____ ☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____ ☐ Neither database	
<i>ii.</i> If site has been subject of RCRA corrective activities, describe control measures: _____	
<i>iii.</i> Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____	☐ Yes ☐ No
<i>iv.</i> If yes to (i), (ii) or (iii) above, describe current status of site(s): _____	

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No																			
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____																			
E.2. Natural Resources On or Near Project Site																			
a. What is the average depth to bedrock on the project site? _____ > 6 feet																			
b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %																			
c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; width: 60%;">UpC - Urban land-Paxton complex</td> <td style="width: 5%; text-align: center;">65 %</td> </tr> <tr> <td style="border-bottom: 1px solid black;">UwB - Urban land-Woodbridge</td> <td style="text-align: center;">35 %</td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="text-align: center;"> </td> </tr> </table>		UpC - Urban land-Paxton complex	65 %	UwB - Urban land-Woodbridge	35 %														
UpC - Urban land-Paxton complex	65 %																		
UwB - Urban land-Woodbridge	35 %																		
d. What is the average depth to the water table on the project site? Average: _____ > 5 feet																			
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">☐ Well Drained:</td> <td style="width: 10%; text-align: center;">_____ % of site</td> </tr> <tr> <td>☒ Moderately Well Drained:</td> <td style="text-align: center;">100 % of site</td> </tr> <tr> <td>☐ Poorly Drained</td> <td style="text-align: center;">_____ % of site</td> </tr> </table>		☐ Well Drained:	_____ % of site	☒ Moderately Well Drained:	100 % of site	☐ Poorly Drained	_____ % of site												
☐ Well Drained:	_____ % of site																		
☒ Moderately Well Drained:	100 % of site																		
☐ Poorly Drained	_____ % of site																		
f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">☐ 0-10%:</td> <td style="width: 10%; text-align: center;">_____ % of site</td> </tr> <tr> <td>☐ 10-15%:</td> <td style="text-align: center;">_____ % of site</td> </tr> <tr> <td>☐ 15% or greater:</td> <td style="text-align: center;">_____ % of site</td> </tr> </table>		☐ 0-10%:	_____ % of site	☐ 10-15%:	_____ % of site	☐ 15% or greater:	_____ % of site												
☐ 0-10%:	_____ % of site																		
☐ 10-15%:	_____ % of site																		
☐ 15% or greater:	_____ % of site																		
g. Are there any unique geologic features on the project site? ☐ Yes ☒ No If Yes, describe: _____																			
h. Surface water features. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?</td> <td style="width: 20%; text-align: right;">☐ Yes ☒ No</td> </tr> <tr> <td>ii. Do any wetlands or other waterbodies adjoin the project site?</td> <td style="text-align: right;">☐ Yes ☒ No</td> </tr> </table> If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?</td> <td style="width: 20%; text-align: right;">☐ Yes ☐ No</td> </tr> </table> iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name _____</td> <td style="width: 10%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table>		i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?	☐ Yes ☒ No	ii. Do any wetlands or other waterbodies adjoin the project site?	☐ Yes ☒ No	iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?	☐ Yes ☐ No	• Streams:	Name _____	Classification _____	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name _____	Approximate Size _____	• Wetland No. (if regulated by DEC)	_____	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?	☐ Yes ☒ No																		
ii. Do any wetlands or other waterbodies adjoin the project site?	☐ Yes ☒ No																		
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• Streams:	Name _____	Classification _____																	
• Lakes or Ponds:	Name _____	Classification _____																	
• Wetlands:	Name _____	Approximate Size _____																	
• Wetland No. (if regulated by DEC)	_____																		
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☐ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____																			
i. Is the project site in a designated Floodway? ☐ Yes ☒ No																			
j. Is the project site in the 100-year Floodplain? ☐ Yes ☒ No																			
k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No																			
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No If Yes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Name of aquifer: _____</td> </tr> </table>		i. Name of aquifer: _____																	
i. Name of aquifer: _____																			

m. Identify the predominant wildlife species that occupy or use the project site: _____ NA _____ _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☒ No If Yes: i. Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No If Yes: i. Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	☐ Yes ☒ No
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐ Yes ☒ No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	☐ Yes ☒ No
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	☐ Yes ☒ No
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	☐ Yes ☒ No ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature  Title _____

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]
 Project :
 Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “Yes” to a numbered question, please complete all the questions that follow in that section.
- If you answer “No” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>				☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☒	☐		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☒	☐		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☒	☐		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☒	☐		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☒	☐		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☒	☐		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☒	☐		
h. Other impacts: _____		☐	☐		

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☒ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☒ NO☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

I. Other impacts: _____ _____		☐	☐

4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____ _____		☐	☐

6. Impacts on Air The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☒	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☒	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☒	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☒	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☒	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☒	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☒	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☒	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☒	☐
j. Other impacts: _____		☒	☐

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☒ NO ☐ YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____ _____		☐	☐

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____ _____		☐	☐
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____ _____		☐	☐

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____ _____		☐	☐

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.
(See Part 1. D.2.j)

☐ NO☒ YES

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☒	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☒	☐
c. The proposed action will degrade existing transit access.	D2j	☒	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☒	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☒	☐
f. Other impacts: <u>Project will result in improved safety and capacity of an existing intersection.</u>		☒	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.
(See Part 1. D.2.k)

☐ NO☒ YES

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☒	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☒	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☒	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☒	☐
e. Other Impacts: <u>Project will require energy use of equipment during construction.</u>		☒	☐

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.
(See Part 1. D.2.m., n., and o.)

☐ NO☒ YES

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☒	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☒	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☒	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☒	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☒	☐
f. Other impacts: <u>Temporary noise increases due to equipment during construction.</u>		☒	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part I.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____			

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>			
☒ NO ☐ YES			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>			
☒ NO ☐ YES			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

Project : Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☒ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☒ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

The planned intersection reconstruction will improve the operations and overall safety of the intersection by providing the separate turn lanes.
Pedestrians and bicycles will also be accommodated with the improvements.

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Putnam County Department of Public Works as lead agency that:

☒ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: NYS Route 311 & Terry Hill Road

Name of Lead Agency: Putnam County Department of Public Works

Name of Responsible Officer in Lead Agency: Joseph Bellucci

Title of Responsible Officer: Deputy Commissioner

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer) Philip J. Grealy



Date:

10/25/2024

For Further Information:

Contact Person: Joseph Bellucci, Deputy Commissioner

Address: 842 Fair Street, Carmel, NY 10512

Telephone Number: 845-878-6331 ext. 40174

E-mail: Joseph.Bellucci@putnamcountyny.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

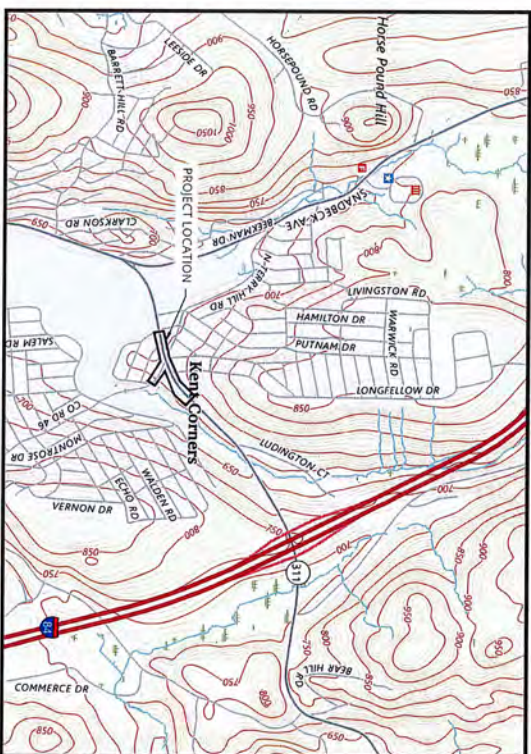
Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

NYS ROUTE 311 & TERRY HILL ROAD (C.R. 46)

DESIGN TRAFFIC DATA NYS ROUTE 311	
FUNCTIONAL CLASSIFICATION	URBAN FINANCIAL DISTRICT
AAADT	5541
POSTED SPEED LIMIT	30 MPH
DAILY VOLUME	19 MPH



KEY MAP

SCALE: 1" = 1000'
SOURCE: U.S. GEOLOGICAL SURVEY

THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS,
LATEST REVISION, TO GOVERN.

STANDARD SPECIFICATION §106-11 BUY AMERICA SHALL APPLY.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SHEETS DATED
LATEST REVISION, ARE APPLICABLE TO THIS PROJECT.

INDEX OF SHEETS		
NUMBER OF SHEETS	SHEET NUMBER	DESCRIPTION
1	C&M	C&M PART
2	C&M TO C&M	C&M PARTS
3	ST&M	ST&M
4	ST&M	ST&M
5	C&M	C&M PARTS
6	ST&M	ST&M PARTS
7	ST&M	ST&M PARTS
8	ST&M	ST&M PARTS
9	ST&M	ST&M PARTS
10	ST&M	ST&M PARTS
11	ST&M	ST&M PARTS
12	ST&M	ST&M PARTS
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98	ST&M	ST&M PARTS
99	ST&M	ST&M PARTS
100	ST&M	ST&M PARTS

PRELIMINARY

FOR
NYS ROUTE 311
IMPROVEMENTS

NYS ROUTE 311 &
TERRY HILL ROAD (C.R. 46)

TOWN OF KENT
PUTNAM COUNTY
NEW YORK

Engineering & Design

Circle 18

Waltham, MA 01901

Phone: 617-347-7500

Circle 19

Waltham, MA 01901

Phone: 617-347-7500

COVER SHEET

CS-01

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION

GUIDE RAIL NOTES

- [illegible]

GUIDE FOR A COST

- [illegible]

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 Colliers Engineering & Design www.colliersengineering.com		 DAVID A. JONES No. 12345 State of California		PROJECT NO.: 12345 PROJECT NAME: 6th Street PROJECT ADDRESS: 12345 Main St, San Francisco, CA 94102 PROJECT PHONE: (415) 123-4567 PROJECT FAX: (415) 123-4568 PROJECT EMAIL: info@colliers.com	
PRELIMINARY		HIGHWAY IMPROVEMENT PLANS FOR NYS ROUTE 311 IMPROVEMENTS NYS ROUTE 311 & TOWN OF KEENE PUTNAM COUNTY NEW YORK		PROJECT NO.: 12345 PROJECT NAME: 6th Street PROJECT ADDRESS: 12345 Main St, San Francisco, CA 94102 PROJECT PHONE: (415) 123-4567 PROJECT FAX: (415) 123-4568 PROJECT EMAIL: info@colliers.com	
GENERAL NOTES		GENERAL NOTES		GENERAL NOTES	

[illegible][illegible]

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811

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NYS ROUTE 311 &
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PUTNAM COUNTY
NEW YORK

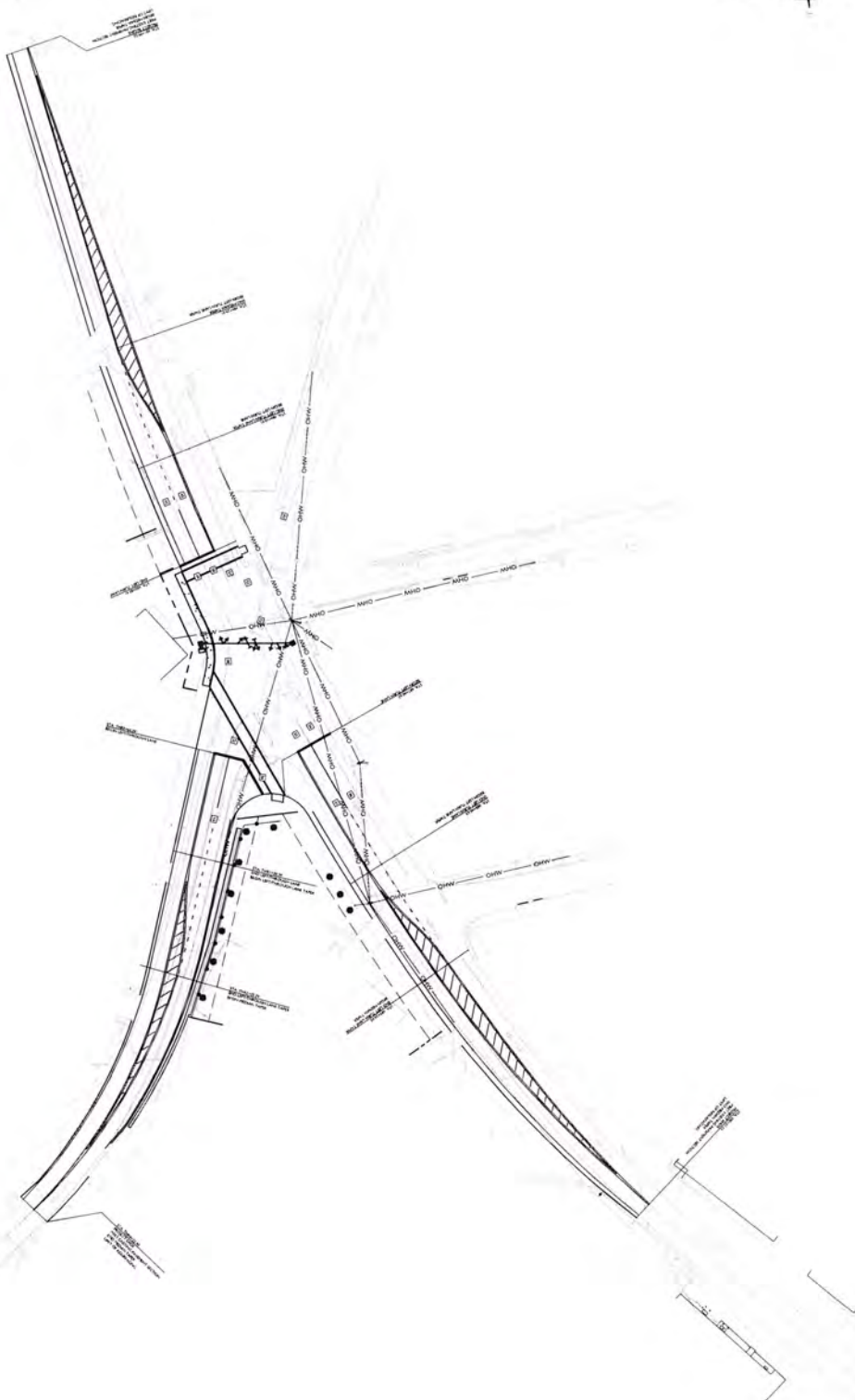
PLANS FOR NYS ROUTE 311 IMPROVEMENTS

PRELIMINARY

	405 Courthouse Square Suite 1000 Nashville, TN 37203 Phone: 615.442.7500 Fax: 615.442.7501 e-mail: info@caliberinc.com	
	800.514.6118	
Client A/E/Engineer Project #/Title Date	Date 12/1/14 Drawing No. 17.01.0000	Revision No. 1 Date 06/16/15

GRADING & DRAINAGE PLAN
 SHEET 001A

GD-01



SCALE: 1" = 40'

Location of structure: US Survey Station 178 + 1.20 (1993)

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& Design

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with a right arm and a left leg (figure 1a). The



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PRELIMINARY

HIGHWAY IMPROVEMENT
PLANS
FOR
NYS ROUTE 311
IMPROVEMENTS

NYS ROUTE 311 &
TERRY HILL ROAD (C.R. 46)
TOWN OF KENT
PUTNAM COUNTY
NEW YORK



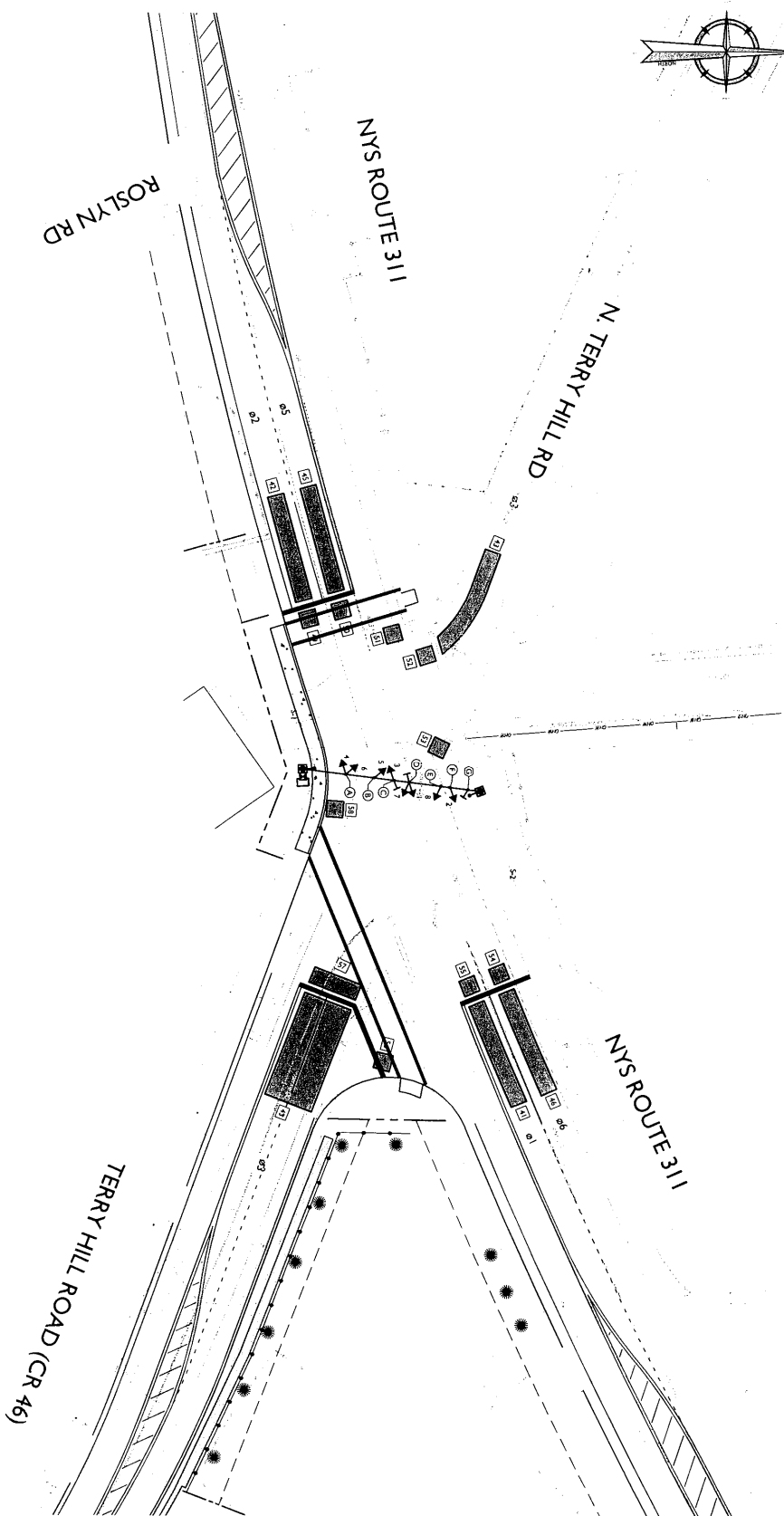
**Engineering
 & Design**

Phone 914.247.7500
1000 Route 28, Suite 200
Roseton, NY 11770
USA
info@edesign.com
www.edesign.com

01 to 30, 31 d	1 to 10	11 to 20	21 to 30	31 to 40	41 to 50	51 to 60	61 to 70	71 to 80	81 to 90	91 to 100	101 to 110	111 to 120	121 to 130	131 to 140	141 to 150	151 to 160	161 to 170	171 to 180	181 to 190	191 to 200	201 to 210	211 to 220	221 to 230	231 to 240	241 to 250	251 to 260	261 to 270	271 to 280	281 to 290	291 to 300	301 to 310	311 to 320	321 to 330	331 to 340	341 to 350	351 to 360	361 to 370	371 to 380	381 to 390	391 to 400	401 to 410	411 to 420	421 to 430	431 to 440	441 to 450	451 to 460	461 to 470	471 to 480	481 to 490	491 to 500	501 to 510	511 to 520	521 to 530	531 to 540	541 to 550	551 to 560	561 to 570	571 to 580	581 to 590	591 to 600	601 to 610	611 to 620	621 to 630	631 to 640	641 to 650	651 to 660	661 to 670	671 to 680	681 to 690	691 to 700	701 to 710	711 to 720	721 to 730	731 to 740	741 to 750	751 to 760	761 to 770	771 to 780	781 to 790	791 to 800	801 to 810	811 to 820	821 to 830	831 to 840	841 to 850	851 to 860	861 to 870	871 to 880	881 to 890	891 to 900	901 to 910	911 to 920	921 to 930	931 to 940	941 to 950	951 to 960	961 to 970	971 to 980	981 to 990	991 to 1000

SIGNING & STRIPING PLAN

SP-01



LEGEND

 SIGNAL HEAD

 OVERHEAD SIGN

 CANDID/SPOT VIDEO DETECTION CAMERA

 6 x 40 DETECTION ZONE

 6 x 6 DETECTION ZONE

SIGN TEXT LEGEND			
NO.	SIGN TEXT	M.U.C.D. NO.	ITEM
C, D		R3 - 5L	680.8207
G		R3 - 5R	680.8207

SIGNAL FACE LAYOUT

2.1.4.8.2	8	1.3
		



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[illegible]

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- THESE 10 STEPS OF CRITICAL THINKING:
1. IDENTIFY THE PROBLEM
 2. GATHER INFORMATION
 3. ANALYZE THE INFORMATION
 4. EVALUATE THE INFORMATION
 5. CONSIDER ALTERNATIVES
 6. MAKE A DECISION
 7. IMPLEMENT THE DECISION
 8. MONITOR THE DECISION
 9. EVALUATE THE DECISION
 10. REFLECT ON THE DECISION
- CRITICAL THINKING IS A SKILL THAT CAN BE TAUGHT AND LEARNED. IT IS A SKILL THAT CAN BE USED IN ANY SITUATION. IT IS A SKILL THAT CAN BE USED TO MAKE BETTER DECISIONS. IT IS A SKILL THAT CAN BE USED TO PROBLEM SOLVE. IT IS A SKILL THAT CAN BE USED TO EVALUATE INFORMATION. IT IS A SKILL THAT CAN BE USED TO CONSIDER ALTERNATIVES. IT IS A SKILL THAT CAN BE USED TO MAKE A DECISION. IT IS A SKILL THAT CAN BE USED TO IMPLEMENT THE DECISION. IT IS A SKILL THAT CAN BE USED TO MONITOR THE DECISION. IT IS A SKILL THAT CAN BE USED TO EVALUATE THE DECISION. IT IS A SKILL THAT CAN BE USED TO REFLECT ON THE DECISION.

- [illegible]

1. A "DELEGATION OF DUTY" is a written statement from the delegator clearly identifying the responsibilities, authority, and accountability of the delegatee. It should include:
- a. A description of the assignment or project.
 - b. The authority granted to the delegatee.
 - c. The accountability of the delegatee.
 - d. The accountability of the delegator.
 - e. The time frame for completion.
 - f. The resources available to the delegatee.
 - g. The reporting requirements.
 - h. The consequences of failure.
 - i. The consequences of success.
 - j. The consequences of non-compliance.
 - k. The consequences of misuse of authority.
 - l. The consequences of abuse of power.
 - m. The consequences of neglect of duty.
 - n. The consequences of failure to report.
 - o. The consequences of failure to follow instructions.
 - p. The consequences of failure to meet deadlines.
 - q. The consequences of failure to maintain quality.
 - r. The consequences of failure to maintain safety.
 - s. The consequences of failure to maintain confidentiality.
 - t. The consequences of failure to maintain integrity.
 - u. The consequences of failure to maintain honesty.
 - v. The consequences of failure to maintain respect.
 - w. The consequences of failure to maintain fairness.
 - x. The consequences of failure to maintain equity.
 - y. The consequences of failure to maintain justice.
 - z. The consequences of failure to maintain peace.

- [illegible]

- LAND SURVEYOR OR PROFESSIONAL ENGINEER IS A VIOLATION OF SECTION 2026, SUBCHAPTER 20, CHAPTER 191, IOWA CODE. THIS VIOLATION IS A VIOLATION OF SECTION 2026, SUBCHAPTER 20, CHAPTER 191, IOWA CODE. THIS VIOLATION IS A VIOLATION OF SECTION 2026, SUBCHAPTER 20, CHAPTER 191, IOWA CODE.

[illegible]

#67

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

APPROVAL - PUTNAM COUNTY'S PROPOSED PUBLIC TRANSPORTATION AGENCY SAFETY PLAN IN CONFORMANCE WITH AND AS REQUIRED BY THE U.S. DEPARTMENT OF TRANSPORTATION'S FINAL RULE (49 C.F.R. PART 673)

WHEREAS, the U.S. Department of Transportation, by and through the Federal Transit Administration ("FTA"), provides funding and/or financial assistance to transit providers to, among other things, develop new transportation systems and improve, maintain and operate existing systems; and

WHEREAS, the County of Putnam ("County") is a direct recipient of FTA funding and/or financial assistance and, as such, must comply with FTA rules and regulations, more particularly, as set forth in 49 C.F.R. Part 673 *et seq.* ("Final Rule"); and

WHEREAS, the Final Rule requires that recipients of FTA grant funds and/or financial assistance under 49 U.S.C. Sec. 5307 that operate a public transportation system must develop a Public Transportation Agency Safety Plan ("Safety Plan") that includes the processes and procedures necessary for implementing Safety Management Systems ("SMS"); and

WHEREAS, the SMS components of the Safety Plan include, without limitation, safety management policy, safety risk management, safety assurance, and safety promotion; and

WHEREAS, the Bipartisan Infrastructure Law amends FTA's final rule under 49 U.S.C. Sec. 5329(d)(5) to require recipients receiving Section 5307 funding and serving an urbanized area greater than 200,000 to establish a Safety Committee. As such, the County will continue to utilize MV Transportation's previously established Committee consisting of three management and three frontline employee representatives; and

WHEREAS, in September 2024, FTA published General Directive 24-1 which requires transit agencies as part of their Safety Plan to conduct a safety risk assessment related to assaults on transit workers using the Safety Management System (SMS) processes, identify safety risk mitigations or strategies necessary as a result of the safety risk assessment; and provide information to FTA on how they are assessing, mitigating, and monitoring the safety risk associated with assaults on transit workers; and

WHEREAS, the County, as a transit operator, is required to certify annually that it has developed/updated its Safety Plan and such Plan meets all of the requirements of the Final Rule; and

WHEREAS, the County, by and through the Department of Planning, Development and Public Transportation, in furtherance of the objectives of 49

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

C.F.R. Part 673 et seq., has drafted its Safety Plan pursuant to the Final Rule, such Safety Plan attached hereto as Exhibit "A;" now therefore be it

RESOLVED, that the County Executive, together with the Putnam County Legislature, support the County's continued participation in approved FTA services, programs and activities, as well as continue to be a recipient of FTA funding and/or financial assistance; and be it further

RESOLVED, that the County Executive, together with the Putnam County Legislature, support and approve for submission by the Department of Planning, Development and Public Transportation to the FTA the County's Safety Plan for review and approval, which Safety Plan is attached hereto as "Exhibit A;" and be it further

RESOLVED, that this resolution shall take effect immediately.

Diane Schonfeld

cc: all
Phys Reso

From: Barbara Barosa
Sent: Monday, June 9, 2025 2:53 PM
To: Diane Schonfeld
Cc: Ilona Campo; Sean Bennett; Diane Trabulsy
Subject: PTASP and supporting resolution
Attachments: Resolution-PTASP Submission-June 2025.docx; Putnam County PTASP 2025.pdf

Good Afternoon Diane,

Attached please find a proposed Resolution along with an update to the County's Public Transportation Agency Safety Plan respectfully requested to be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner • Department of Planning, Development & Public Transportation •

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APPROVAL/PUTNAM COUNTY'S PROPOSED PUBLIC TRANSPORTATION AGENCY SAFETY PLAN IN CONFORMANCE WITH AND AS REQUIRED BY THE U.S. DEPARTMENT OF TRANSPORTATION'S FINAL RULE (49 C.F.R. PART 673)

WHEREAS, the U.S. Department of Transportation, by and through the Federal Transit Administration ("FTA"), provides funding and/or financial assistance to transit providers to, among other things, develop new transportation systems and improve, maintain and operate existing systems; and

WHEREAS, the County of Putnam ("County") is a direct recipient of FTA funding and/or financial assistance and, as such, must comply with FTA rules and regulations, more particularly, as set forth in 49 C.F.R. Part 673 *et seq.* ("Final Rule"); and

WHEREAS, the Final Rule requires that recipients of FTA grant funds and/or financial assistance under 49 U.S.C. Sec. 5307 and operate a public transportation system must develop a Public Transportation Agency Safety Plan ("Safety Plan") that includes the processes and procedures necessary for implementing Safety Management Systems ("SMS"); and

WHEREAS, the SMS components of the Safety Plan include, without limitation, safety management policy, safety risk management, safety assurance, and safety promotion; and

WHEREAS, the Bipartisan Infrastructure Law amends FTA's final rule under 49 U.S.C. Sec. 5329(d)(5) to require recipients receiving Section 5307 funding and serving an urbanized area greater than 200,000 to establish a Safety Committee. As such, the County will continue to utilize MV Transportation's previously established Committee consisting of three management and three frontline employee representatives; and

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WHEREAS, the County, as a transit operator, is required to certify annually that it has developed/ updated its Safety Plan and such Plan meets all of the requirements of the Final Rule; and

WHEREAS, the County, by and through the Department of Planning, Development and Public Transportation, in furtherance of the objectives of 49 C.F.R. Part 673 *et seq.*, has drafted its Safety Plan pursuant to the Final Rule, such Safety Plan attached hereto as Exhibit "A;" now therefore be it

RESOLVED, that the County Executive, together with the Putnam County Legislature, support the County's continued participation in approved FTA services, programs and activities, as well as continue to be a recipient of FTA funding and/or financial assistance; and be it further

RESOLVED, that the County Executive, together with the Putnam County Legislature, support and approve for submission by the Department of Planning, Development and Public Transportation to the FTA the County's Safety Plan for review and approval, which Safety Plan is attached hereto as "Exhibit A;" and be it further

RESOLVED, that this resolution shall take effect immediately.

Putnam County, NY Public Transportation Agency Safety Plan (PTASP)



Prepared by: The Department of Planning, Development, and Public Transportation
June 2025

Introduction

Pursuant to Federal Transit Administration (FTA) 49 C.F.R. Part 673, an operator a of public transportation system and recipient of 5307 funds serving an urbanized area with a population of 200,000 or more is required to develop for implementation a Public Transportation Agency Safety Plan (PTASP) in accordance with the aforesaid statutes. This PTASP outlines the safety processes and procedures for the Putnam Area Rapid Transit (PART) system. It incorporates existing agency safety protocols and best practices designed to comply with federal regulations. The complete text of 49 C.F.R. Part 673 is available at [Federal Register - PTASP](#).

Putnam County aims to address all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan. Furthermore, under Part 673, Putnam County is required to maintain documentation supporting its PTASP, including records of implementation and outcomes from relevant processes and activities. Putnam County already maintains existing documents that describe the processes, procedures, and other information required by Part 673. Where applicable, these documents are referenced throughout Putnam County's PTASP.

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Attachments

- Attachment A:
 - Resolution # of 2025 (TBD)
 - Resolution #126 of 2024
 - Resolution #125 of 2022
- Attachment B: Safety Committee Approval Form
- Attachment C: MV Transportation System Safety Program Plan (SSPP) Cover*
- Attachment D: MV Transportation Safety Management System (SMS) Plan Cover*
- Attachment E: SMS Hazard/Risk Report Form
- Attachment F:
 - Hazard Severity Table
 - Hazard Probability Table
 - Risk Assessment Frequency / Severity Matrix
 - Hazard Resolution Table
- Attachment G: 2025 MV Safety Calendar
- Attachment H: 2024/2025 MV Safety Committee Membership
- Attachment I: Sample Safety Committee Agenda/Notes
- Attachment J: FTA Safety Risk Assessment Matrix

List of Acronyms Used in the PTASP

Acronym	Word or Phrase
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
NTD	National Transit Database
NYMTC	New York Metropolitan Transportation Council
NYSDOT	New York State Department of Transportation
PART	Putnam Area Rapid Transit
PTASP	Public Transportation Agency Safety Plan
SMS	Safety Management System Plan
SRM	Safety Risk Management
SSPP	System Safety Program Plan
VRM	Vehicle Revenue Miles

*Full Plans maintained in SMS Executive's office and available upon request

1. Transit Agency Information

Transit Agency Name	Putnam County PART (Putnam Area Rapid Transit)		
Transit Agency Address	841 Fair Street, Carmel, NY 10512		
Transit Agency Website	https://putnamcountyny.gov/transportation		
Name and Title of Accountable Executive	Kevin Byrne, <i>Putnam County Executive</i>		
Name of Chief Safety Officer or SMS Executive	Barbara Barosa, <i>Commissioner of Planning, Development & Public Transportation</i>		
Mode(s) of Service Covered by This Plan	- Fixed Route - Paratransit	List All FTA Funding Types (e.g., 5307, 5337, 5339)	- 5307/5340 - 5311 - 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	- Fixed Route Bus Service - Complimentary Paratransit		
Urbanized Area (UZA) Served	The PART system serves two Urbanized Areas: - New York – Newark, NY-NJ-CT - Danbury, CT-NY		
Does the agency provide transit services on behalf of another transit agency or entity?	Yes ☐	No ☒	Description of Arrangement(s) N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A		

2. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	Putnam Area Rapid Transit (PART)	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
	Kevin Byrne, <i>Putnam County Executive</i>	
Approval by the Board of Directors or an Equivalent Authority	Name of Individual/Entity That Approved This Plan	Date of Approval
	Putnam County Legislature	July **, 2025 (TBD)
	Relevant Documentation (Title and Location)	
	Resolution # of 2025 (see Attachment A) Resolution # 126 of 2024 Resolution # 125 of 2022	
Certification of Compliance	Name of Individual That Certified This Plan	Date of Certification
	Barbara Barosa	June 9, 2025
	Relevant Documentation (Title and Location)	
	Commissioner of Planning, Development, and Public Transportation 841 Fair Street, Carmel, NY 10512	
Safety Committee Approval	Relevant Approval Documentation	Date of Approval
	See Attachment B	June 5, 2025

Version Number and Updates			
Version Number	Section/Pages Affected	Reason for Change	Effective Date
1	Pgs. 1-13	Initial Plan	April 2021
2	Pgs. 2-5,9-16	General Revisions & Establishment of a Safety Committee	June 2022
3	Pgs. 1 - 19	General Revisions & Administration Change	May 2024
4	Pgs. 1-29	General Revisions, Restructuring, New Requirements	June 2025

Annual Review and Update of the Agency Safety Plan
Created in 2021, Putnam County's PTASP will continue to be updated/reviewed annually by the Safety Committee, the SMS Executive, the County Legislature, and the Accountable Executive before/by July 1 of each year. The approval process is as follows: 1) The Safety Committee will review, make recommendations as needed, and approve 2) The SMS Executive will approve the final draft 3) The final draft of the Plan is submitted by the SMS Executive to the County Legislature and approved via Resolution (see Attachment A) and 4) The Accountable Executive (County Executive) will approve and sign the updated PTASP into effect. In addition to the annual review and update process, the PTASP is also reviewed/updated when the approaches in the Plan do not effectively mitigate safety deficiencies, there are new FTA requirements/directives published, there are changes to the delivery of transportation services, there is a substantial change in financial resources available to Putnam County, and/or there is a significant change to Putnam County's organizational structure. Putnam County's PTASP incorporates by reference Attachments A-J.

3. Safety Performance Targets

Safety Performance Targets – Calendar Year 2024								
Performance targets based on the safety performance measures submitted to the National Transit Database and established under the National Public Transportation Safety Plan.								
Mode of Transit Service	Total VRMs in 2024 (S-10)	Major Events Total	Major Events Rate	Collision Rate	Pedestrian Collision Rate	Vehicular Collision Rate	Fatalities Total (S&S-40)	Fatality Rate
PART	428,021	0	0	0	0	0	0	0
Paratransit	113,645	0	0	0	0	0	0	0

Mode of Transit Service	Total VRMs in 2024 (S-10)	Transit Worker Fatality Rate	Injuries Total (S&S-40)	Injury Rate	Transit Worker Injury Rate	Assaults on Transit Workers Total (S&S-50)	Assaults on Transit Workers Rate (S&S-50)
PART	428,021	0	0	0	0	0	0
Paratransit	113,645	0	0	0	0	0	0

Mode of Transit Service	Total VRMs in 2024 (S-10)	Total Major Mechanical Failures 2024 (R-20)	System Reliability Rate (Miles Between Major Mechanical Failures)	Total Non-Major “Other” Mechanical Failures 2024 (R-20)	System Reliability Rate (Mean Distance Between “Other” Mechanical Failures)
PART	428,021	1	428,021	16	26,751
Paratransit	113,645	1	113,645	6	18,941

Safety Performance Target Coordination		
Coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.		
Putnam County continues to coordinate with New York State DOT (NYSDOT) to support their PTASP by analyzing historical trends to establish safety performance targets. Presently, the SMS Executive shares Putnam County's adopted PTASP (and associated Safety Performance Targets) with NYMTC, NYSDOT, and the FTA for reflection of the previous calendar year's NTD data.		
Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	New York State Department of Transportation (NYSDOT)	June 9, 2025
Targets Transmitted to the Metropolitan Planning Organization(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	New York Metropolitan Transportation Council (NYMTC)	June 9, 2025
Targets Transmitted to Federal Transit Administration	Federal Agency Name	Date Targets Transmitted
	Federal Transit Administration (FTA)	June 9, 2025

4. Safety Risk Reduction

Safety Risk Reduction

Requirements for carrying out the safety risk reduction program using SMS processes as detailed in § 673.25(d), associated with safety risk mitigation, and § 673.27, associated with continuous improvement.

Putnam County, in coordination with MV Transportation, takes a data-driven approach in understanding performance and trends in order to develop an effective prevention program to improve safety. This includes evaluating the number and rates of accidents, injuries, and assaults based off data collected through our reporting processes. Regular safety meetings that are hosted by MV Transportation include refresher trainings and heightened awareness of pedestrian and vehicular safety every month. Putnam County, together with MV Transportation will continuously review a variety of hazards and recommended mitigation strategies including but not limited to visibility impairments and assault mitigation infrastructure/technology. In order to ensure a safe work environment is established and maintained, ideas and recommendations will be documented through SMS activities and communications.

In association with MV Transportation's SMS Plan, Putnam County ensures the reduction and mitigation of vehicular and pedestrian safety events involving transit vehicles through the following methods:

Reviews:

- Lytx DriveCam scored or coachable events – driver specific or aggregated trends of at-risk behaviors
- Monthly performance or quarterly reviews of both leading and lagging indicators

Observations:

- Road observations ("follow-behinds") and ride checks
- Mystery rider program (if applicable at the site location)
- Customer/passenger comments
- Third-party notifications

Audits and Inspections:

- Monthly facility inspections
- Daily vehicle inspection reports (DVIR)
- Daily walk-throughs
- Pull-out procedures
- New driver assessments (Safety Policy S-37)
- Refresher training (Safety Policy S-12)
- Annual safety director audits
- Maintenance audits

Investigations:

- Accident and incident investigations
- Injury root cause investigations

*For more information regarding the reduction and mitigation of assaults on transit workers, visit section 10.

5. Safety Management Policy

Safety Management Policy Statement

Putnam County Transit, and its contracted operator, MV Transportation, is committed to providing a safe work environment for all employees and consistently maintaining its equipment at a state of good repair in consistency with the County's policy. The County's mission is to provide safe and reliable transportation services to the residents of Putnam County region. Putnam County Transit also receives support from the County Bureau of Emergency Services and Sheriff's Department, as outlined in the Putnam County Hazard Mitigation Plan. This Plan is updated regularly with the objective of establishing a mitigation program to reduce the impact of hazards and disasters and provides federal support and resources for the County and its municipalities. In the event of a disaster, this Plan will help to provide additional resources and to support the affected communities and the County resulting in the investment of long-term community well-being. Without mitigation, safety, financial security, and self-reliance are jeopardized.

Pursuant to the amended 49 U.S.C. § 5329(d), the Department of Planning, Development, and Public Transportation has elected to utilize the MV Transportation Division 239 (Putnam County) Safety Committee to represent the County. This site-specific Safety Committee is appropriately scaled to size, scope, and complexity of the transit agency and consists of three management (Safety Manager, General Manager, Road Supervisor) and three frontline employees (Driver, Monitor, Mechanic) (see **Attachment H** for the organizational structure).

Each transit employee is directed and empowered to administer the System Safety Program Plan (SSPP) (see **Attachment C**) as well as the Safety Management System Plan (SMS) (see **Attachment D**) and its specific activities for the prevention, control, and resolution of unsafe conditions and actions. The SMS and SSPP are both appropriately scaled to the size, scope, and complexity of the PART system. The primary goals of the SSPP and SMS are to proactively identify, eliminate, minimize and/or control safety hazards and their associated risks, promote a positive safety culture, provide a superior level of safety in their transit operations, and maintain regulatory compliance. To meet that commitment, MV Transportation annually revises and adopts their system-wide SSPP, and on an as needed basis, revises and adopts their SMS Plan (full Plans available upon request).

MV's safety objectives are to:

- Ensure that effective safety management systems and processes are integrated into all of its transit activities.
- Designate an individual responsible for the safety function who reports directly to the Chief Executive Officer of the company and authorize that individual to develop and implement programs to promote safety.
- Ensure all employees and contractors are aware that safety is its primary responsibility, and they are held accountable for delivering the highest level of safety in their daily work activities.
- Clearly define the safety accountabilities and responsibilities to all employees and contractors.
- Provide all employees and contractors with appropriate safety information and skills training.
- Develop and embrace a positive safety culture in all activities.
- Ensure a culture of open reporting of all safety hazards, ensuring that no action will be taken against any employee who discloses a safety concern through the proper chain of command.
- Promote and maintain a positive safety culture with positive recognition and reinforcement of safe behaviors.
- Ensure all equipment, systems and services meet safety performance standards through periodic audits and inspections.
- Establish performance metrics and measures of safety performance against safety performance indicators and safety performance targets.
- Continually develop and improve safety processes through actively monitoring, measuring, and reviewing performance against objectives and targets.
- Conduct safety and management reviews to improve safety performance and ensure that relevant and corrective actions are taken.
- Comply with all state and federal regulatory requirements and standards.

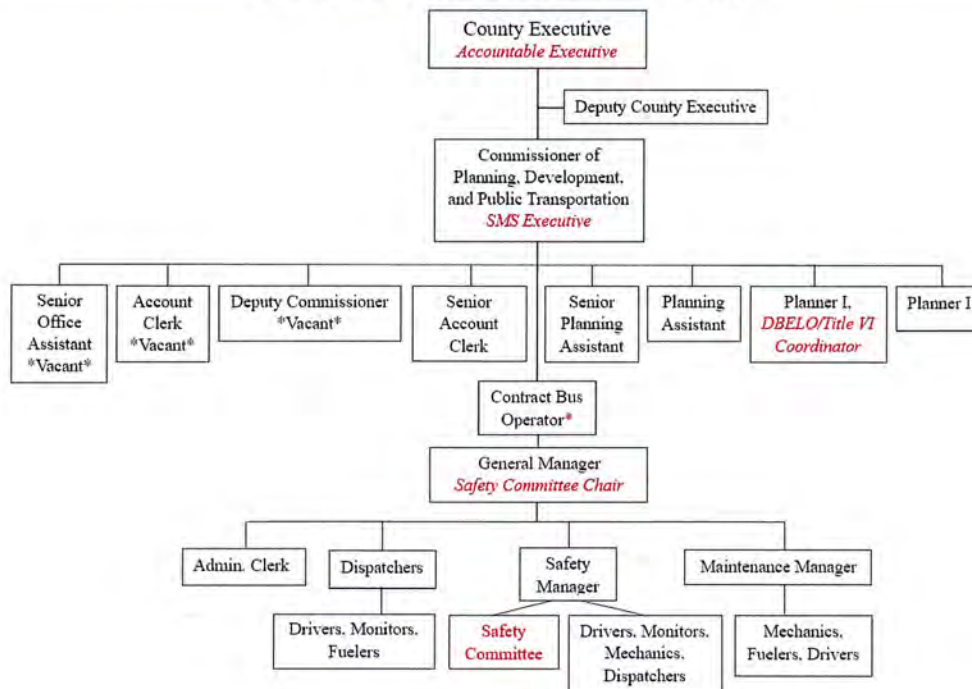
Safety Management Policy Communication

Putnam County's Safety Management Policies are communicated to each MV Transportation employee upon hire and regularly enforced through a structured training program to ensure safety leadership. MV Transportation uses on-the-job, classroom, and specialty training to contribute to a successful health and safety program. Training is reinforced through regular follow-ups with both new and veteran employees. The SSPP is also an integral part of the employee safety program. MV Transportation uses three motivational techniques on a regular basis: communication, incentives/awards/recognition, and employee feedback surveys. Employees are responsible for, among other things, completing all assigned safety training programs, abiding by safety rules and regulations, reporting incidents/accidents and hazards, and promoting and maintaining a safe work environment.

Authorities, Accountabilities, and Responsibilities for Management of Safety

Accountable Executive	Serving as the Accountable Executive, the Putnam County Executive has the ultimate responsibility for carrying out the PTASP and ensuring it is effectively implemented through the following authorities, accountabilities, and responsibilities under this plan: • Authority to control and direct the human and capital resources needed to develop and maintain the agency's PTASP in accordance with 49 U.S.C. 5329(d). • Designating and overseeing an adequately trained SMS Executive who is a direct report. • Ensuring that safety risk mitigations are effectively implemented. • Receiving and considering all other safety risk mitigations recommended by the Safety Committee. • Implementing safety risk mitigations for the safety risk reduction program that are included in the PTASP under §673.11(a)(7)(iv). • Receiving and considering all other safety risk mitigations recommended by the Safety Committee.
SMS Executive	Serving as the SMS Executive, the Commissioner of Planning, Development & Public Transportation is designated by the Accountable Executive and has the authority and responsibility for day-to-day implementation and operation of the SMS along with key staff. The SMS Executive is an adequately trained individual and reports directly to the Accountable Executive and communicates critical safety-related information to the Accountable Executive on an as-needed basis. The SMS Executive is responsible for: • Developing and managing PTASP and SMS policies and procedures and keeping all policies and procedures up to date. • Ensuring ongoing implementation and operation of the Safety Management System (SMS).
Safety Committee	The primary responsibility of the MV Transportation Safety Committee is to review and approve the PTASP and any updates before approval by the Board of Directors (County Legislature). Updates are to include: • Setting annual safety performance targets for the safety risk reduction program. • Identifying and recommending safety risk mitigations necessary to reduce the likelihood and severity of potential consequences identified through the agency's safety risk assessment. • Identifying safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended. • Identifying safety deficiencies for purposes of continuous improvement.
Key Staff	MV Transportation Division 239's General Operations and Management staff are the leadership representatives that support the Accountable and SMS Executives and are responsible for the day-to-day implementation and operation of the SMS along with the SMS Executive. Key staff are also tasked with following all company safety policies including but not limited to those required of the FTA, FMCSA, USDOT, NYSDOT, and ADA safety regulations.

Putnam County Transit Organizational Chart



*Subject to existing contractual relationship.

Employee Safety Reporting Program

Putnam County and MV Transportation recognize that front-line employees are the best source of information for identifying hazards. The Employee Safety Reporting Program (ESRP) is intended to help the MV Transportation Safety Management Team, and the SMS Executive, obtain safety related concerns throughout the transit agency. The ESRP follows a tiered management protocol that begins with 1) an employee filing a hazard report 2) the employee notifying the Safety Manager 3) the Safety Manager notifying the General Operations Manager and 4) the GM may then notify MV Transportation's regional manager, corporate office, and/or the SMS Executive. The Accountable Executive (Putnam County Executive) will receive immediate notice of any major transit/facility operational safety issues and/or events.

There are two types of safety reporting programs: mandatory and voluntary.

- **Mandatory:** Employees must report hazards that are compliance based and address regulatory issues. Employees are required to immediately report every incident and accident to the General Operations Manager who then reports to the SMS Executive if necessary. An employee's failure to report or provide false information of an unsafe hazard or act may result in disciplinary action.
- **Voluntary:** Employees are strongly encouraged to report non-major hazards and/or practices anonymously if they so choose. Every employee is empowered to report any unsafe hazard/risk to their supervisor or senior management without fear of retribution or penalty.

Reporting:

Reports can be made using the SMS Hazard/Risk Report Form (see **Attachment E**), which shall be completed immediately so proactive measures can be taken as soon as possible. Information collected through the ESRP will feed into the hazard identification and analysis process.

Examples of input by employees into the Employee Safety Reporting Program (ESRP) may include:

- Safety hazards in the operating environment (for example, county road conditions)
- Policies and procedures that aren't working as intended (for example, insufficient time to complete pre-trip inspections)
- Events that senior managers might not otherwise know about (for example, near misses)
- Information about why a safety event occurred (for example, radio communication challenges contributed to an incident)

6. Safety Risk Management

Safety Risk Management Process

It is the policy of Putnam County and MV Transportation to (i) minimize injury, damages, pain and suffering for people involved in vehicular mishaps involving Putnam County vehicles and (ii) promptly respond, report, and thoroughly investigate these occurrences. All incidents, including near misses and minor events, shall be reported as soon as possible – whether or not the incident *did or could have* resulted in personal injuries, illnesses, or property damage. Transit vehicle operators must complete a written report on incidents and/or injuries occurring on or near the bus. These reports are to be filled out *before* leaving the incident scene. Simultaneously, the operator at the scene shall immediately contact Law Enforcement and MV Transportation Dispatch. Dispatch will then immediately notify the General Operations Manager who notifies the Putnam County SMS Executive to provide incident details. Reports are reviewed by the General Operations Manager, who determines preventability.

- **Safety Hazard Identification:** It is the employees' responsibility to identify and report conditions that have the potential to cause accidents, injuries, or other losses. Reports and concerns from passengers, operators, mechanics, and other individuals should also be considered by field or management personnel and noted by employees. When a pre and/or post trip hazard has been identified by a driver, it will be tracked in a Daily Vehicle Inspection Report (DVIR) log which can be found on each bus. Drivers are required to fill out these reports at the beginning and end of each route. Vehicles not meeting mechanical and safety standards according to the DVIR will be removed from service until the defect(s) is corrected. All DVIRs are maintained in a file in the transit office. Analysis may include a description of the hazard, photos, and/or suggestions for resolution. Unless a hazard can be eliminated, its safety risk must then be managed. MV Transportation analyzes this in terms of how likely it is to happen (probability or frequency) and how bad it could be (severity). Near-miss reporting is collected through Lytx DriveCam Systems, Seon Surveillance Systems, and through the ESRP. Additionally, the Hazard Probability Table (see **Attachment F**) is used to assess the probability level that an incident/accident is likely to occur.
- **Safety Risk Assessment:** After assessing the severity and probability of a hazard, a determination will be made regarding acceptance of the risk or taking corrective action. The Risk Assessment Frequency/ Severity Matrix (see **Attachment F**) is a useful tool in determining the severity of an event or situation based on how frequently it occurs.
- **Safety Risk Mitigation:** This step is used to develop possible mitigation strategies that address identified safety risks. Mitigation will involve identifying facts, establishing root causes, and suggesting methods for preventing reoccurrence. The **Putnam County Transit Safety Management Team** includes the Safety Manager, the Maintenance Manager, the MV General Operations Manager, and the Putnam County SMS Executive (Commissioner of Planning) who will conduct periodic reviews to ensure that the risk level is being mitigated and a reduction in hazard frequency is taking place. These reviews can include, but are not limited to, reviews of near-miss incidents, daily/monthly facility and equipment inspection reports, daily vehicle inspection reports (DVIR), safety data sheets, personal protective equipment, the use of other technologies, etc. Technology use includes the use of GPS, Lytx DriveCam Systems, and Seon Surveillance Systems to monitor driver and passenger safety as needed.

Exposure to Infectious Diseases

Throughout the Coronavirus pandemic, Putnam County Transit took its mitigation efforts seriously and put the safety of its employees and passengers at the forefront. Biological safety hazards were/are to be reported in the same manner as vehicular mishaps. Putnam County Transit continues to consider data, information, and guidelines to prevent or control exposure to all infectious diseases provided by the Centers for Disease Control (CDC) and/or State health agency (NYSDOH).

Past agency efforts to reduce the spread of the Coronavirus included:

- Daily fumigations and sanitizations of all buses and trolleys.
- Disinfection of frequently touched surfaces.
- Daily and as needed temperature checks of public facing employees.
- Installation of plexiglass barriers at the Transit Facility ticket counter.
- Abiding by the federal mask requirement on all modes of public transit at the height of the pandemic.
- Purchasing and distributing PPE supplies (masks, wipes, gloves, hand sanitizer, etc.) to operators, vehicle maintenance personnel, management representatives, and passengers.
- Shutting down routes with high numbers of infected individuals for 1-2 week intervals.
- Ensuring sick employees stay home through prompt identification and isolation of sick persons.
- Marking off seats to encourage social distancing.
- When feasible, using phone, email, or online meeting platforms in place of face-to-face interactions.

7. Safety Assurance

Safety Performance Monitoring and Measurement

Activities to monitor the system for compliance with procedures for operations and maintenance.

Data is constantly collected through the transit agency's Safety Assurance activities. Leading indicators (such as safety trends, safety point programs, etc.) are used to anticipate and prevent injuries and accidents. Data sources can include information collected from road observations, on board supervision, mobile blitzes, daily vehicle inspection reports, ride checks/follow behinds, surveillance systems, or the ESRP. The Lytx DriveCam and Seon Surveillance Systems are the best tools for future mitigation success as they measure and quantify the unsafe behaviors present in existing operations.

- Lytx DriveCam is used to identify behavior-based risky driving that is likely to result in near-miss incidents or collisions. Mounted on the windshield inside of Putnam County vehicles behind the rearview mirror, the camera is able to capture sights, sounds (inside and outside the vehicle), and video in real time. The event recorder is always recording but not saving. It only saves video and audio when activated by excessive forces, such as hard braking, swerving, or a collision. The event recorder captures the **eight seconds before** the activation time and **four seconds afterward**, then provides real-time feedback. Once collected, the recordings are downloaded to DriveCam's Data Center and the Safety Manager gets a notification through the system that an event was recorded. The event recorder will capture a wide outside view of the situation and inside view of the driver and whatever is visible through the side and rear windows. The inside view is crucial for isolating many driver behaviors such as cell phone use, drowsiness, or inadequate mirror checks.
- Seon Surveillance Systems is another monitoring tool that Putnam County utilizes to record on-board events in real-time. The interior and exterior mounted camera system captures and monitors driver and public interactions as well as day to day operations. Video management software allows us to automatically download on-board security footage, for a period of two weeks, that can be used to address and review safety concerns. Seon affords the ability to review a safety question or occurrence with both interior and exterior footage.

Activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.

The Lytx DriveCam continuous monitoring system and monthly facility inspections help to ensure safety performance monitoring and measurement activities are performed to confirm that mitigations are effective, appropriate, and fully implemented. If a Lytx DriveCam identifies repeated safety hazards exhibited by the operator, a retraining protocol is performed as a means of corrective action. Should an operator still not adhere to safety practices after a retraining protocol and written/verbal warnings, their employment will be terminated. The course of corrective actions is intended to eliminate the behavior that caused the event, while Lytx DriveCam and facility inspections are used to continuously monitor the hazard. The mitigation monitoring process is performed by the Putnam County Transit Safety Management Team, with assistance from the Regional Safety Director if necessary. Periodic audits of safety plans, 19A records, vehicle/facility inspection reports, drug and alcohol testing results, safety training files, safety data sheets, personal protective equipment, etc. are conducted by federal and state agencies to ensure compliance with safety standards.

Activities to conduct investigations of safety events, including the identification of causal factors.

Prior to the implementation of a proposed change in the operating environment, an assessment is carried out by using the Hazard/Risk Report form (see **Attachment E**) to determine if the change will impact safety performance or if there are any new hazards that will be present. If a new hazard is identified, it is put through the Safety Risk Management (SRM) process and evaluated. A risk mitigation strategy will be created or modified to mitigate risk for that change. Once the change is implemented, it will be monitored for effectiveness.

Activities to monitor information reported through internal safety reporting programs.

The data and information collected through Safety Assurance activities will tell the Putnam County Transit team how they are doing and in what areas improvements can be made. Insights gained from these sources may trigger more frequent reviews and a revised strategy to ensure that mitigations are effective.

8. Safety Promotion

Competencies and Training

It is the policy of Putnam County (through MV Transportation) that all transit employees will undergo new hire training based upon the type of service they are expected to operate and their current experience level. Job-specific training programs have been developed to enhance safety skills necessary for safe, secure, and reliable customer service. This includes, without limitation, training for operators, dispatch, monitors, supervisors, maintenance staff, operations, and management personnel. All MV Transportation operators receive refresher or remedial training, as necessary throughout the duration of their employment with the Company. This can include, but is not limited to, participation in "safety blitzes", defensive driving techniques, ADA and Wheelchair Securement activities, Fatigue Management, Pedestrian and Bicyclist awareness, as well as hands-on training (see **Attachment G**). Additionally, *all* MV Transportation personnel are subject to drug/alcohol screenings/tests upon hire, after all major incidents, on the basis of reasonable suspicion observations, and at random in accordance with FTA policies and MV's Zero Tolerance Policy outlined in their SMS Plan.

Safety Communication

Every month, fleet safety and injury prevention topics are reviewed to refresh fundamental and key learning points (see **Attachment G**). Weekly safety messages included in monthly training presentations follow themes such as February's "Why I Love Safety", May's "The Summer of Safety Kick-Off", and October's "Destination Zero is our Ghoul". These messages encourage a positive and engaging safety environment.

Examples of Fleet Safety Topics include:

- Left Turns & Pedestrians Winter Driving
- Right Turns & Pedestrians ADA Sensitivity & Mobility Device Securement
- Intersections & Pedestrians
- Distracted Driving & Distracted Pedestrians
- Following Distance & Pre-Trip Inspections
- Adverse Weather

Annual refresher training on key areas is also conducted along with periodic promotion of prevention activities. Information concerning safety hazards or issues is provided to employees through new hire orientation, location Safety Committee meeting minutes, company-wide or departmental meetings, "safety blitzes", Safety Committee briefings, bulletin board postings, memos, or other written communications.

Safety Point Notices are also given to employees who are in violation of a safety traffic law(s) or safety point(s) that are addressed in the MV Transit Employee Handbook. Such notices are delivered by the General Manager and Safety Manager directly to the employee within 24 hours of receipt of such violation. Following the violation, the employee must be retrained in the area for which they are deficient before they can be placed back into revenue service. Employees will receive training pay for the missed operation period. If an operator continues to fail to meet safety standards and/or still does not abide by safety requirements/recommendations, they will be terminated from employment.

9. Safety Committee

Establishment of a Safety Committee

In February 2022, the FTA published a Dear Colleague letter to inform the transit industry about the Bipartisan Infrastructure Law changes to PTASP requirements.¹ In accordance with the law, transit agencies that serve an urbanized area (UZA) with a population of greater than 200,000 people and receive Section 5307 funding are required to establish a Safety Committee under 49 U.S.C § 5329(d).² Pursuant to the amended 49 U.S.C. § 5329(d) and in compliance with the law, the Department of Planning, Development, and Public Transportation has elected to have MV Transportation's Division 239 (Putnam County) Safety Committee represent the County. As the largest privately-owned transportation company in North America, MV's goal is to provide the safest transportation possible in the provision of passenger transportation services. Additionally, Division 239 is under contractual obligation by the County to abide by all federal, state, and local regulations. Under their own corporate obligation, Division 239 was required to establish a site-specific Safety Committee. This company specific concept of a Safety Committee dates back to the original establishment of MV Transportation in 1975, however, Division 239's Safety Committee was newly revitalized in 2021. This site-specific Safety Committee is appropriately scaled to size, scope, and complexity of the transit agency and consists of three management (Safety Manager, General Manager, Road Supervisor) and three frontline employee (Driver, Monitor, Mechanic) representatives (see **Attachment H** for the organizational structure). The Safety Committee members are identified and volunteered by the Committee chairperson, the General Manager, and do not receive additional compensation for their participation.

In accordance with the Safety Risk Management section of this Plan, the Committee follows these procedures to identify and implement safety strategies:

- The Committee is required to meet quarterly and as needed. Prior to these meetings, the Safety Manager distributes an agenda (see **Attachment I**) which is determined based on areas needing improvement and/or repeated issues. At these quarterly meetings, the Committee walks around and evaluates the building and bus yard for safety concerns that need addressing. Once evaluations are complete, staff return to the safety training room to discuss and document additional concerns. Meeting notes are then typed and posted to employee bulletin boards. If a serious hazard is identified (i.e. damaged building cameras, lack of fire extinguishers, malfunctioning building entrances/exits, etc.) the Safety Committee must immediately notify the SMS Executive who will then create a work order and/or notify appropriate county staff.
- Putnam County Transit, operated by MV Transportation, provides routine training to its employees in order to mitigate both pedestrian and vehicular accidents. As such, topic specific monthly trainings and "safety blitzes" or bimonthly "standdowns" are mandatory for all operators (veteran and new). Training is critical, which is why the General Manager monitors safety statistics/trends and responds with training accordingly. Performance targets are reviewed, and goals are set forth annually as part of the Safety Risk Management program.
- If requested or if the need arises, the Committee will utilize technical experts, including other transit workers, to serve in an advisory capacity who may provide additional resources and/or tools to address concerns. The Committee may also request access to all daily vehicle/facility inspection reports and/or reports filed through the ESRP program which records safety concerns and suggested safety recommendations.
- In the event that the Safety Committee identifies safety concerns that are not promptly addressed by immediate supervisors and/or management, they are encouraged to come forward to the Agency Board of Directors (County Legislature) and/or the Accountable Executive (County Executive). In the event that the Accountable Executive decides not to implement a suggested safety risk mitigation, the Accountable Executive must prepare a written statement explaining their decision. The Accountable Executive must submit and present this explanation to the transit agency's Board of Directors.

¹ [PTPTASP-Dear-Colleague-Letter-February-17-2022.pdf](#)

² [Bipartisan-Infrastructure-Law-Changes-to-49-U-S-C-5329%28d%29.pdf](#)

10. Assault on Transit Workers

Safety Risk Assessment for Assault on Transit Workers

On September 25, 2024, the FTA published its "General Directive 24" requiring all transit operators subject to the PTASP regulation to conduct a safety risk assessment of assaults on transit workers.³ In assessing the risk and severity of assault on transit workers, including both bus operators and transit facility workers, the Putnam County Department of Planning, Development & Public Transportation in coordination with the General Manager and Safety Manager of its contracted transit operator, MV Transportation Division 239, considered the following:

1. County staff and MV Transportation staff reviewed any previous history of incidents involving assault on bus operators or transit facility workers based out of the PART Transit Facility located at 841 Fair St., Carmel, NY. The facility houses public-facing operations including ticket/monthly pass sales, paratransit application intake and processing, photographs for identification cards/bus passes, and the dispatch/operations center which may have some incidental interaction with the public.
2. County staff reviewed its Safety and Security Reporting to the National Transit Database (NTD) for any previously reported major or non-major events or incidents involving assaults of transit workers including bus operators or transit facility workers dating back to 2012.
3. County staff and MV Transportation will consider current and likely future operating conditions to determine risk assessment of transit worker assault.

Upon review of the items listed above, Department staff utilized the FTA provided safety risk assessment matrix (see **Attachment J**) in order to select a likelihood and severity value for the risk of assault of transit workers while on transit vehicles as well as at revenue facilities.

Following a meeting on December 13, 2024, with the General Manager and Safety Manager of MV Transportation Division 239, we selected "moderate" for the likelihood value and "C – May cause minor injury or minor property damage" for the severity value for the risk of assault on vehicles. **While we do not have any significant history of assaults on transit workers on vehicles, the MV Transportation management team identified an increasing trend of aggressive and unruly behavior from passengers and expects this trend to continue.** Therefore, a moderate risk level assessment was fair and warranted. However, for risk of assault on transit workers at our revenue facility, we feel the risk is lower, due to a much smaller volume of customers who come to the facility to either purchase tickets or to process paratransit applications.

Given this moderate risk assessment for assaults taking place on vehicles, the County, in coordination with its contracted operator, will consider additional safety risk mitigation measures where appropriate. Presently, we outfit our revenue transit vehicles with interior and exterior surveillance cameras and train operators on de-escalation tactics (please remain seated, first warning, reminder of audio/video surveillance, etc.). If/when those tactics prove unsuccessful, the transit vehicle operator is then required to alert dispatch who once again announces over the radio that if the passenger does not comply with warnings, authorities will be alerted. If the passenger continues the physical/verbal abuse and does not respond to the driver's warning, the driver is required to pull over and Dispatch will alert the authorities who then respond on scene. Transit worker assault drills are also regularly conducted between dispatch, management, and the Putnam County Sheriff's Office to prepare for potential assault situations on transit operators.

In 2025, we will install a new front entry gate as well as entry access controls for all public entrances at our Transit Facility. Additional safety mitigation measures, such as posting signage on board vehicles indicating surveillance cameras are in use, will be explored by the Safety Committee. Furthermore, Putnam County and its transit Safety Committee will investigate offering revitalized de-escalation trainings for facility staff and vehicle operators specifically for mitigating assaults on transit workers, alongside the potential implementation of panic buttons and radio devices equipped with panic functions to enhance employee safety.

³ [General Directive 24-1: Required Actions Regarding Assaults on Transit Workers](#)

Attachment A

Insert 2025 Reso. here

PUTNAM COUNTY LEGISLATURE

Resolution #126

Introduced by Legislator: Erin Crowley on behalf of the Physical Services Committee at a Regular Meeting held on June 4, 2024.

page 1

APPROVAL/ PUTNAM COUNTY'S PROPOSED PUBLIC TRANSPORTATION AGENCY SAFETY PLAN IN CONFORMANCE WITH AND AS REQUIRED BY THE U.S. DEPARTMENT OF TRANSPORTATION'S FINAL RULE (49 C.F.R. PART 673)

WHEREAS, the U.S. Department of Transportation, by and through the Federal Transit Administration ("FTA"), provides funding and/or financial assistance to transit providers to, among other things, develop new transportation systems and improve, maintain and operate existing systems; and

WHEREAS, the County of Putnam ("County") is a direct recipient of FTA funding and/or financial assistance and, as such, must comply with FTA rules and regulations, more particularly, as set forth in 49 C.F.R. Part 673 *et seq.* ("Final Rule"); and

WHEREAS, the Final Rule requires that recipients of FTA grant funds and/or financial assistance under 49 U.S.C. Sec. 5307 and operate a public transportation system must develop a Public Transportation Agency Safety Plan ("Safety Plan") that includes the processes and procedures necessary for implementing Safety Management Systems ("SMS"); and

WHEREAS, the SMS components of the Safety Plan include, without limitation, safety management policy, safety risk management, safety assurance, and safety promotion; and

WHEREAS, the Bipartisan Infrastructure Law amends FTA's final rule under 49 U.S.C. Sec. 5329(d)(5) to require recipients receiving Section 5307 funding and serving an urbanized area greater than 200,000 to establish a Safety Committee by July 31, 2022. As such, the County will be utilizing MV Transportation's previously established Committee consisting of three management and three frontline employee representatives; and

WHEREAS, the County, as a transit operator, is required to certify on/before July 1, 2024, that it has developed its Safety Plan and such Plan meets all of the requirements of the Final Rule; and

WHEREAS, the County, by and through the Department of Planning, Development and Public Transportation, in furtherance of the objectives of 49 C.F.R. Part 673 *et seq.*, has drafted its Safety Plan pursuant to the Final Rule, such Safety Plan attached hereto as Exhibit "A;" now therefore be it

RESOLVED, that the County Executive, together with the Putnam County Legislature, support the County's continued participation in approved FTA services, programs and activities, as well as continue to be a recipient of FTA funding and/or financial assistance therefor; and be it further

RESOLVED, that the County Executive, together with the Putnam County Legislature, support and approve for submission by the Department of Planning,

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 June 4, 2024.

Dated: June 7, 2024

Signed: _____

Diane Schonfeld
Clerk of the Legislature of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #126

Introduced by Legislator: Erin Crowley on behalf of the Physical Services Committee at a Regular Meeting held on June 4, 2024.

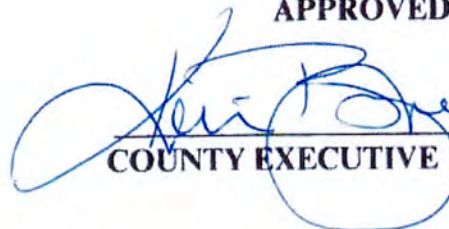
page 2

Development and Public Transportation to the FTA the County's Safety Plan for review and approval, which Safety Plan is attached hereto as "Exhibit A;" and be it further
RESOLVED, that this resolution shall take effect immediately.

BY POLL VOTE: ALL AYES. LEGISLATORS ADDONIZIO, ELLNER & NACERINO WERE ABSENT. MOTION CARRIES.

State of New York
ss:
County of Putnam

APPROVED


COUNTY EXECUTIVE

6/11/24
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 June 4, 2024.

Dated: June 7, 2024

Signed: 

Diane Schonfeld
Clerk of the Legislature of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #125

Introduced by Legislator: Carl L. Albano on behalf of the Physical Services Committee at a Regular Meeting held on July 5, 2022.

page 1

APPROVAL/ PUTNAM COUNTY'S PROPOSED PUBLIC TRANSPORTATION AGENCY SAFETY PLAN IN CONFORMANCE WITH AND AS REQUIRED BY THE U.S. DEPARTMENT OF TRANSPORTATION'S FINAL RULE (49 C.F.R. PART 673)

WHEREAS, the U.S. Department of Transportation, by and through the Federal Transit Administration ("FTA"), provides funding and/or financial assistance to transit providers to, among other things, develop new transportation systems and improve, maintain and operate existing systems; and

WHEREAS, the County of Putnam ("County") is a direct recipient of FTA funding and/or financial assistance and, as such, must comply with FTA rules and regulations, more particularly, as set forth in 49 C.F.R. Part 673 *et seq.* ("Final Rule"); and

WHEREAS, the Final Rule requires that recipients of FTA grant funds and/or financial assistance under 49 U.S.C. Sec. 5307 and operate a public transportation system must develop a Public Transportation Agency Safety Plan ("Safety Plan") that includes the processes and procedures necessary for implementing Safety Management Systems ("SMS"); and

WHEREAS, the SMS components of the Safety Plan include, without limitation, safety management policy, safety risk management, safety assurance and safety promotion; and

WHEREAS, the County, as a transit operator, is required to certify on/before July 20, 2021, that it has developed its Safety Plan and such Plan meets all of the requirements of the Final Rule; and

WHEREAS, the Bipartisan Infrastructure Law amends FTA's final rule under 49 U.S.C. Sec. 5329(d)(5) to require recipients receiving Section 5307 funding and serving an urbanized area greater than 200,000 to establish a Safety Committee by July 31, 2022. As such, the County will be utilizing MV Transportation's previously established Committee consisting of three management and three frontline employee representatives; and

WHEREAS, the County, by and through the Department of Planning, Development and Public Transportation, in furtherance of the objectives of 49 C.F.R. Part 673 *et seq.* and 49 U.S.C. Sec. 5329(d)(5), has drafted its Safety Plan pursuant to the Final Rule, such Safety Plan attached hereto as Exhibit "A;" now therefore be it

RESOLVED, that the County Executive, together with the Putnam County Legislature, support the County's continued participation in approved FTA services, programs and activities, as well as continue to be a recipient of FTA funding and/or financial assistance therefor; and be it further

RESOLVED, that the County Executive, together with the Putnam County Legislature, support and approve for submission by the Department of Planning, Development and Public Transportation to the FTA the County's Safety Plan for review and approval, which Safety Plan is attached hereto as "Exhibit A;" and be it further

RESOLVED, that this resolution shall take effect immediately.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

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 July 5, 2022.

Dated: July 7, 2022

Signed:

Diane Schonfeld

Clerk of the Legislature of Putnam County

Attachment B

Safety Committee PTASP Approval Form

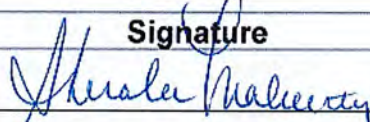
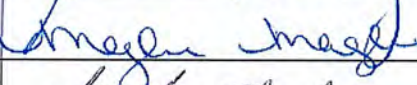
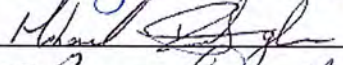
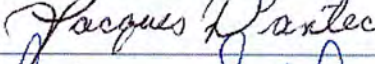
Purpose

In compliance with the Federal Transit Administration (FTA) Public Transportation Agency Safety Plan (PTASP) requirements, specifically **NEW REQUIREMENT 2-c** as outlined in **49 CFR §§ 673.11(a)(1)(i), 673.19(d)(1), and 673.31**, this document confirms the approval of the PTASP by the Putnam County/MV Transportation Safety Committee.

The Safety Committee has reviewed the PTASP prepared by the Putnam County Department of Planning, Development, and Public Transportation for the 2024/2025 period and thus approves the plan as meeting the applicable federal safety requirements.

Safety Committee Approval Signatures

By signing below, the Safety Committee confirms that it has thoroughly reviewed and approved the PTASP for the Putnam County Putnam Area Rapid Transit (PART) system.

Name	Title	Signature	Date
Sheralee Malverty	General Operations Manager		6/5/2025
Meghan Maglio	Safety Manager		6/5/2025
Mohamed Yohan	Road Supervisor/Dispatcher		6/5/2025
Jacques Dantec	Putnam Area Rapid Transit (PART) Driver		6/5/2025
Tonianne Smith	Early Intervention (EI) / Pre-K Monitor		6/5/2025
Willi Guzman	Mechanic		6/5/2025

SYSTEM SAFETY PROGRAM PLAN
for
MV Transportation, Inc.



MV TRANSPORTATION, INC.

Division 239

Putnam, NY

Sharon Maloney
November 2024

Attachment D

MV TRANSPORTATION, INC.

Safety Management System (SMS) Plan

Attachment E

MV Transportation SMS Hazard/Risk Report Form			
This report concerns:	☐ Hazard ☐ Risk ☐ Near Miss ☐ Other		
Hazard Type:	☐ Policy/Procedure ☐ Operational ☐ Environmental ☐ Equipment/Design ☐ Training		
REPORTED BY:	☐ Employee ☐ Customer/Passenger ☐ Other:	le FD or PD	
NAME:		LOCATION:	
Description of Safety Concern:			
PHOTOS:		☐ Yes ☐ No	
Hazard Analysis: According to Hazard Severity Matrix	☐ 1 Catastrophic ☐ 2 Critical ☐ 3 Marginal ☐ 4 Negligible		
Recommended Safety Risk Mitigation:			
Supervisor/Safety Manager Comments/Actions:			

Supervisor/Safety Manager:			
Hazard/Risk Resolution			
Is Hazard/Risk corrected "On the Spot"?	☐ Yes ☐ No	If the answer is "No" then proceed with the steps below:	
This report must be forwarded to the SAFETY DEPARTMENT; report is assigned to specific department(s) for hazard rectification; report is assigned a priority			
Priority:	☐ High ☐ Medium ☐ Low		
Hazard/Risk/ Near Miss deficiency corrected?	☐ Yes ☐ No	Date closed if "Yes"	Date
If answer is NO, notify Safety department to begin continuing action for resolution, and send to the Safety Team or Staff for recommendations.			
List how the Hazard/Risk/Near Miss was resolved			
Date Resolved		Click or tap to enter a date.	

Attachment F

Hazard Severity

Hazard severity is a subjective measure of the worst credible mishap that could be expected to result from human error, environmental conditions, design inadequacies, subsystem or component failure or malfunction, and/or procedural deficiencies. Using U.S. Military Standard MIL-882D, the ESC assigns one of four severity categories:

Hazard Severity Table

Category	Description
1 – Catastrophic	Death or system loss
2 – Critical	Severe injury, severe occupational illness or major system damage
3 – Marginal	Minor injury, occupational illness or system damage
4 – Negligible	Less than minor injury, occupational illness or system damage

Hazard Probability

The likelihood that a hazard will be experienced during the planned life expectancy of the system can be estimated in potential occurrences per unit of time, events, population, items or activity. The probability may be derived from research, analysis and evaluation of historical safety data. Hazard probabilities are ranked as shown in the following table:

Hazard Probability Table

Probability Level	Description
A – Frequent	Likely to occur frequently. Continually experienced in the fleet/inventory.
B – Probable	Likely to occur several times in life of an item. Likely to occur frequently in the fleet/inventory.
C – Occasional	Likely to occur sometime in life of an item. Likely to occur several times in the fleet/inventory.
D – Remote	Unlikely, but possible to occur in the life of an item. Reasonably expected in the fleet/inventory.
E – Improbable	So unlikely, occurrence is not expected. Unlikely to occur, but possible in the fleet/inventory.

Risk Assessment Frequency/Severity Matrix

	Severity			
Frequency	1 Catastrophic	2 Critical	3 Marginal	4 Negligible
A – Frequent	1/A	2/A	3/A	4/A
B – Probable	1/B	2/B	3/B	4/B
C – Occasional	1/C	2/C	3/C	4/C
D – Remote	1/D	2/D	3/D	4/D
E – Improbable	1/E	2/E	3/E	4/E

Hazard Resolution

After the risks are assessed, a plan is developed for resolution. There are essentially four choices in the hazard resolution process, as shown in the Hazard Resolution Table below.

Hazard Resolution Table

Severity / Frequency	Resolution
1/A 1/B 1/C 2/A 2/B 3/A	Unacceptable—correction required.
1/D 2/C 2/D 3/B 3/C	Unacceptable—correction may be required after review by CEO.
1/E 2/E 3/D 3/E 4/A 4/B	Acceptable—with review by CEO.
4/C 4/D 4/E	Acceptable—without review.

Attachment G

 2025 MV Safety Calendar Version 4 Revised Feb. 20, 2025					
Month	Fleet Topic	Injury Prevention Topic	OSHA Compliance Topic (Maintenance)	Companywide Stand Down	Monthly OSHA Task
January	Intersection Awareness Left and Right Turns	Slips, Trips, Falls	Slips, Trips and Falls		Facility Inspection Complete 2024 OSHA Log
February	Security Awareness Violence Prevention	Hazard Recognition and Reporting	Bloodborne Pathogens	Feb Week 2 (Feb 12)	Facility Inspection Post 2021 OSHA 300A Summary on 2/1
March	Risk Tolerance Managing Distractions	Fatigue Management Wellness	Hazard Communication		Facility Inspection OSHA Log Review Q1 Self-Audit
April	Pedestrian, Cyclist, Motorcyclist Awareness	Emergency Vehicle Evacuation	Emergency Preparedness and Response		Facility Inspection Remove OSHA 300A Summary on 4/30
May	ADA Sensitivity / Mobility Device Securement	Heat Stress Prevention	Heat Safety	May Week 2 (May 14)	Facility Inspection Review and update heat stress plan
June	Loading and Unloading	Ergonomics	Lockout / Tag Out	June Week 2 (June 11)	Facility Inspection Q2 Self-Audit
July	Pre-Trip Inspection Mirror Adjustment	3-points of Contact Fall Prevention	Machine Guarding (Maintenance)		Facility Inspection
August	Reference Points / Fixed Objects Passenger Stop	Strains & Sprains Back Safety	Personal Protective Equipment	August Week 2 (Aug 13)	Facility Inspection OSHA Log Review
September	Defensive Driving	Drug and Alcohol Program Refresher	Injury and Illness Prevention Program		Facility Inspection Review and update Injury and Illness Prevention Plan Q3 Self-Audit
October	Merging/Lane Changing	Fire Safety / Fire Extinguisher	Fire Safety / Prevention	October Week 2 (Oct 15)	Facility Inspection Review and update Facility Emergency Action Plan (Safety Policy #21)
November	Decision Making Situational Awareness	Emergency Action Plan Fire Drill	Electrical Safety (Maintenance)		Facility Inspection Conduct Annual Fire Drill
December	Adverse Weather Following Distance	Walking / Working Surfaces	Housekeeping	Dec Week 2 (Dec 10)	Facility Inspection OSHA Log Review Q4 Self-Audit

Note: Safety Calendar topics may be subject to change based on safety trends.

Company Wide Safety Stand Down focus areas will be defined based on safety trends.

Attachment H

MV Transportation Division 239 Safety Committee Membership

Name	Title
Sheralee Malverty	<i>General Operations Manager (Chair)</i>
Meghan Maglio	<i>Safety Manager</i>
Mohamed Yohan	<i>Road Supervisor</i>
Jacques Dantec	<i>Putnam Area Rapid Transit (PART) Driver</i>
Tonianne Smith	<i>Early Intervention (EI) Pre-K Monitor</i>
Willi Guzman	<i>Mechanic</i>

MV Transportation Safety Committees first established in 1975 along with company

Division 239 Safety Committee newly revitalized in November 2021

The Safety Committee meets on a quarterly basis

Duties

Covid Period

- Monitor COVID-19 levels and adjust routes/employee coverage accordingly.
- Purchase and distribute PPE supplies to employees, management representatives, and passengers as needed.
- Identify and isolate infected individuals discretely and in compliance with State and CDC guidelines.

Quarterly Reviews

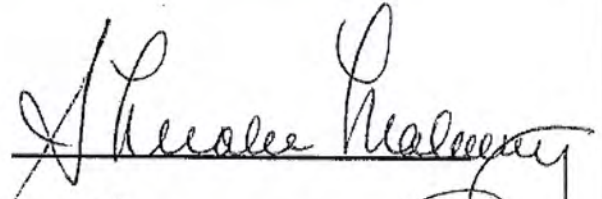
- Meet quarterly and as needed.
- Staff evaluate the building and bus yard for safety hazards that need addressing.
- Staff document and discuss additional concerns.
- Staff document meeting notes and then post them to employee bulletin boards.
- Provide mandatory monthly training and “safety blasts” to all operators.
- Mitigate both pedestrian and vehicular accidents and identify ineffective strategies.
- Monitor safety statistics.
- Identify safety deficiencies for continuous improvement.
- Review and set performance targets and goals on an annual basis.

SAFETY COMMITTEE

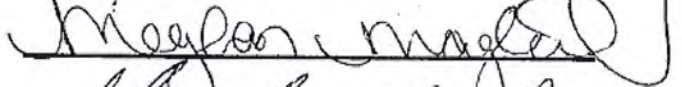
APRIL 11, 2025

- CONSTRUCTION IN THE YARD HAS BEEN COMPLETED
- 2 OUTSIDE LIGHTS IN THE YARD NEED TO BE ADJUSTED/ FIXED
- WHEELCHAIR RECERTIFICATION PLATFORM IN PROCESS OF BEING SET UP IN WASH BAY
- SAFETY MEETINGS HAVE BEEN REVAMPED AND GOING GREAT

GENERAL MANAGER: SHERALEE MALVERTY



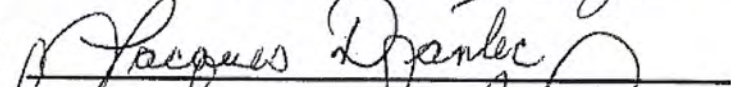
SAFETY MANAGER: MEGHAN MAGLIO



ROAD SUPERVISOR: MOHAMED YOHAN



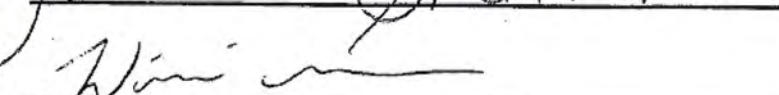
OPERATOR: JACQUES DANTEC



MONITOR: TONIANNE SMITH



MECHANIC: WILLI GUZMAN



Attachment J

FTA Safety Risk Assessment Matrix

Hazard Assessed

① Transit workers must interact with passengers, patrons, and the public, and, at times, must clarify or enforce agency policies.

Potential Consequences

Transit workers are assaulted on transit vehicles

Likelihood

--Select Likelihood--

+ Add Potential Consequence

Please add all potential consequences

Risk Rating

Likelihood ?* Severity ?*

--Select Likelihood-- --Select Severity--

[Risk Rating Matrix](#)

Likelihood	5	Very High					
	4	High					
	3	Moderate					
	2	Low					
	1	Very Low					
		Negligible	Could cause minor first aid treatment	May cause minor injury, or minor property damage	May cause severe injury or major property damage	May cause death or permanent injury or destruction of property	
		A	B	C	D	E	
		Severity					

Hazard Assessed

① Transit workers must interact with passengers, patrons, and the public, and, at times, must clarify or enforce agency policies.

Potential Consequences

Transit workers are assaulted in revenue facilities

Likelihood

--Select Likelihood--

+ Add Potential Consequence

Please add all potential consequences

Risk Rating

Likelihood ?* Severity ?*

--Select Likelihood-- --Select Severity--

[Risk Rating Matrix](#)

Likelihood	5	Very High					
	4	High					
	3	Moderate					
	2	Low					
	1	Very Low					
		Negligible	Could cause minor first aid treatment	May cause minor injury, or minor property damage	May cause severe injury or major property damage	May cause death or permanent injury or destruction of property	
		A	B	C	D	E	
		Severity					

#60

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

APPROVAL - RATIFICATION OF APPLICATIONS SUBMITTED FOR GRANT FUNDING AVAILABLE THROUGH THE 2025 CONSOLIDATED FUNDING APPLICATION PROGRAM AIMED TO IMPROVE WATER QUALITY AND IMPROVE AND MAINTAIN INFRASTRUCTURE IN PUTNAM COUNTY

WHEREAS, the County Executive and the Putnam County Legislature (the "Legislature") agree that it is important to maintain and upgrade government facilities to improve operations and infrastructure and to implement projects that directly improve water quality or habitat, promote flood risk reduction, restoration, and enhanced flood and climate resiliency in Putnam County (the "County"); and

WHEREAS, competitive funding opportunities are offered through New York State and set forth in NYSREDC's 2025 Available CFA Resources Manual (the "Manual"), for which the submission deadline of applications is July 31, 2025; and

WHEREAS, funding opportunities described in the Manual include the NYSDEC Water Quality Improvement Program (WQIP) funding which funds projects for dam safety repair, rehabilitation and dam removal and the purchase of vacuum trucks in Municipal Separate Storm Sewer System (MS4) areas among others, and maintain recreational trails and trail-related facilities, all of which are expected to improve the environmental conditions of County facilities and promote social viability and vitality, thereby positively impacting the County's economic competitiveness, which is wholly in the best interests of County taxpayers; and

WHEREAS, the County, by and through the Putnam County Department of Planning, Development and Public Transportation (the "Department"), is desirous to competitively seek grant funds through REDC's 2025 CFA program; and

WHEREAS, if grant funding is awarded to the County, depending on the award and grant category, the state award is a maximum of eighty to fifty percent of the total project costs:

Proposed Project	Location	Estimated Costs	CFA App
<i>Putnam County Trail Maintenance Project</i>	<i>Putnam & Maybrook Trails</i>	<i>\$376,000</i>	<i>\$300,000</i>
<i>Continental Village Dam</i>	<i>Aqueduct Rd, Garrison, NY</i>	<i>\$500,000</i>	<i>\$375,000</i>

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

<i>Vacuum Truck Acquisition County-wide utilization</i>	<i>\$575,000</i>	<i>\$400,000</i>
<i>Strategic Plan for County-owned Buildings</i>	<i>Various Locations</i>	<i>\$200,000 \$100,000</i>

Now therefore be it

RESOLVED, that the County Executive, together with the Legislature, supports and approves of the County's applications for CFA grant funding to be submitted by the Department by July 31, 2025 to the NYREDC for its consideration; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.

cc:all
phys Reso

APPROVAL/RATIFICATION OF APPLICATIONS SUBMITTED FOR GRANT FUNDING AVAILABLE THROUGH THE 2025 CONSOLIDATED FUNDING APPLICATION PROGRAM AIMED TO IMPROVE WATER QUALITY AND IMPROVE AND MAINTAIN INFRASTRUCTURE IN PUTNAM COUNTY

WHEREAS, the County Executive and the Putnam County Legislature (the “Legislature”) agree that it is important to maintain and upgrade government facilities to improve operations and infrastructure and to implement projects that directly improve water quality or habitat, promote flood risk reduction, restoration, and enhanced flood and climate resiliency in Putnam County (the “County”); and

WHEREAS, competitive funding opportunities are offered through New York State and set forth in NYSREDC’s 2025 Available CFA Resources Manual (the “Manual”), for which the submission deadline of applications is July 31, 2025; and

WHEREAS, funding opportunities described in the Manual include the NYSDEC Water Quality Improvement Program (WQIP) funding which funds projects for dam safety repair, rehabilitation and dam removal and the purchase of vacuum trucks in Municipal Separate Storm Sewer System (MS4) areas among others, and maintain recreational trails and trail-related facilities, all of which are expected to improve the environmental conditions of County facilities and promote social viability and vitality, thereby positively impacting the County’s economic competitiveness, which is wholly in the best interests of County taxpayers; and

WHEREAS, the County, by and through the Putnam County Department of Planning, Development and Public Transportation (the “Department”), is desirous to competitively seek grant funds through REDC’s 2025 CFA program; and

WHEREAS, if grant funding is awarded to the County, depending on the award and grant category, the state award is a maximum of eighty to fifty percent of the total project costs:

Proposed Project Application	Location	Estimated Costs	CFA
<i>Putnam County Trail Maintenance Project</i>	<i>Putnam & Maybrook Trails</i>	<i>\$376,000</i>	<i>\$300,000</i>
<i>Continental Village Dam</i>	<i>Aqueduct Rd, Garrison, NY</i>	<i>\$500,000</i>	<i>\$375,000</i>
<i>Vacuum Truck Acquisition</i>	<i>County-wide utilization</i>	<i>\$575,000</i>	<i>\$400,000</i>
<i>Strategic Plan for County-owned Buildings</i>	<i>Various Locations</i>	<i>\$200,000</i>	<i>\$100,000</i>

Now therefore be it

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

RESOLVED, that the County Executive, together with the Legislature, supports and approves of the County's applications for CFA grant funding to be submitted by the Department by July 31, 2025 to the NYREDC for its consideration; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.

Diane Schonfeld

From: Barbara Barosa
Sent: Monday, June 9, 2025 2:58 PM
To: Diane Schonfeld
Cc: Thomas Feighery; Neal Tomann; Joseph Bellucci; County Executive
Subject: Request to apply for CFA grants resolution
Attachments: Reso-2025 CFA-Grant Apps.docx

Please see attached for Resolution requesting to apply for Consolidated Funding Application (CFA) grant funding for several projects to be placed for consideration on this month's Physical Services agenda. Please let me know if you require anything further.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner • Department of Planning, Development & Public Transportation •

PHONE | 845.878-3480 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY NEW YORK GOVERNMENT

"Empowering Putnam County through dedicated service."

#6P

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

APPROVAL – SEQRA - AGRICULTURAL DISTRICT

WHEREAS, the Department of Agriculture and Markets as Lead Agency for the Agricultural Districts Program has conducted a programmatic review of the environmental effects of Agricultural Districts and has concluded that there is little likelihood of significant adverse environmental impacts resulting from the formation or modifications of such districts; and

WHEREAS, it is the responsibility of the County to review the site-specific proposals under consideration to determine if unique circumstances exist which increase the likelihood of environmental significance; and

WHEREAS, the Department of Agriculture and Markets recommends that the County Legislative body serve as the Lead Agency to ensure compliance with the requirement of the State Environmental Quality Review Act as it is the only other agency required to undertake an action except for the Department of Agriculture and Markets; now therefore be it

RESOLVED, that the Putnam County Legislature declares itself to be the lead agency to ensure compliance with the requirements of the State Environmental Quality Review Act; and be it further

RESOLVED, that the Putnam County Legislature, as Lead Agency, hereby determines that the site-specific parcels contained in the proposed Agriculture District modifications will not have a significant adverse effect on the environment and that a Draft Environmental Impact Statement will not be prepared; and be it further

RESOLVED, that the Putnam County Legislature, as lead agency, hereby accepts and adopts the Negative Declaration prepared in connection with the proposed Agriculture District modifications, a copy of which is annexed hereto and made a part hereof.

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

New York State
Department of Agriculture and Markets

ENVIRONMENTAL ASSESSMENT FORM

Part I

1. The proposed action is located in the County of Putnam and the Town (s) of Southeast, Putnam Valley, Kent and Patterson.
2. The agency responsible for preparing this Environmental Assessment Form and determining environmental significance is the County Legislative Body of Putnam County.
3. The name and address for the Clerk of the above names County is Michael Bartolotti, County Clerk, 40 Gleneida Avenue Suite 100, Carmel, NY 10512.
4. Is this an application for the formation of a new agricultural district? ☐ Yes ☒ No If yes, what is the total number of acres to be included in this district? _____ acres
5. Is this an application to modify an existing district? ☒ Yes ☐ No If yes, what is the total number of acres comprising the district as it exists prior to modification? 5234.19 acres
6. If this application involves a modification, will such modification result in a change in the size of the district?
☒ Yes ☐ No If yes, how many acres are involved in the change? 410.08 acres Does this represent an ☒ increase or a ☐ decrease? (Check one)
7. Is there a public controversy related to this district proposal? ☒ Yes ☐ No If yes, describe in space below:

The subject parcels are proposed to be accepted into the existing Putnam County Agricultural District after the 2025 annual review of requests for inclusion into the County's Agricultural District.

PART II

The Department of Agriculture and Markets, as lead agency for the Agricultural Districts Program, has conducted a programmatic review of the environmental effects of agricultural districting and has concluded that there is little likelihood of significant adverse environmental impact resulting from the formation or modification of such district. It is, however, the responsibility of the agency preparing this form to review the site-specific proposal under consideration to determine if unique circumstances exist which increase the likelihood of environmental significance. If any such circumstances exist, please describe them in the space provided below and explain how the resulting impact will be mitigated. (Refer to the criteria contained in 6NYCRR §617.11 for aid in determining the likelihood of significance and whether or not it is material, substantial, large or important.)

PART III

Please indicate desire for lead agency status by checking the appropriate box below:

☒ Since the proposed action will be undertaken by this County Legislative Body and since any adverse environmental impacts will be primarily of local significance, it is hereby recommended that this County Legislative Body serve as lead agency to ensure compliance with the requirements of the State Environmental Quality Review Act. It has been determined that the only other agency required to undertake an action in this case is the Department of Agriculture and Markets.

☐ The County Legislative Body does not choose to nominate itself to serve as lead agency.

PART IV

The County Legislative Body of ____Putnam____ County has determined that: (check one)

☒ The proposed action will not have a significant adverse environmental impact and therefore an Environmental Impact Statement will not be required.

☐ Although unique circumstances beyond those anticipated by the Department of Agriculture and Markets in its programmatic environmental assessment will result from the proposed action, it has been determined that the proposed action will not have a significant adverse environmental impact.

☐ Due to unique circumstances detailed in Part II, significant environmental impact will result from the proposed action. Therefore, an Environmental Impact Statement will be required and will be prepared or approved by this County Legislative Body prior to the undertaking of any action.

This Environmental Assessment Form was prepared for the County of ____Putnam____ by
____Department of Planning____ (agency).

Barbara Berona
Authorized Signature

845-878-3480
Telephone

**State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Putnam County Legislature, acting as Lead Agency, has determined that the proposed action described below will not have a significant environmental impact and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Agricultural District Modifications – 2025 Inclusions

SEQRA Status: Type I
 X Unlisted Action

Conditioned Negative Declaration: Yes
 X No

Coordinated Review: X Yes
 No

Description of Action: The Putnam County Legislature is conducting a programmatic review of the environmental effects of the proposed Agricultural District modifications that would add parcels into the Putnam County Agricultural District for a Total Area of 410.08 acres.

Location: The proposed parcels are located in the Towns of Southeast, Putnam Valley, Kent and Patterson, County of Putnam, New York.

Reasons Supporting This Determination: The Putnam County Legislature has compared the proposed action with the Criteria for Determining Significance in 6 NYCRR 617.7 (c), and found that:

- 1.) The proposed action will not result in a substantial adverse change in the existing air quality, traffic or noise levels, or subsurface water quality or quantity, or a substantial increase in solid waste production.

The proposed project is not expected to result in vehicle trips to the project sites. It is not expected to result in any adverse air quality, noise or traffic impacts, or to result in any changes to the site's subsurface water quality or quantity or result in any solid waste production.

- 2.) The proposed action will not result in the removal; or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or

migratory fish or wildlife species; impact a significant habitat area; result in substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such species; and will not result in other significant adverse impacts to natural resources.

The proposed project is not expected to result in any significant adverse impacts to natural resources.

- 3.) The proposed action will not result in the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to 6NYCRR Part 617.14(g).

No construction will occur as a result of the proposed action; therefore, no impacts will occur.

- 4.) The proposed action will not result in a material conflict with the Town's officially approved or adopted plans or goals.

The proposed action is compliant with all Town Comprehensive Plans and zoning requirements.

- 5.) The proposed project will not result in the impairment of the character or quality of important historical, archaeological, architectural, aesthetic resources, or the existing character of the community or neighborhood.

The proposed project is not expected to result in adverse archeological or historic impacts.

- 6.) The proposed action will not result in a major change in the use of either the quantity or type of energy.

The proposed project will not require any energy usage.

- 7.) The proposed project will not create a hazard to human health.

The proposed project will not result in any adverse impacts to human health.

- 8.) The proposed action will not create a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses.

The proposed project will not result in any adverse impacts to open space or recreational resources.

- 9.) The proposed action will not encourage or attract a large number of people to a place or place for more than a few days, compared to the number of people who would come to such place absent the action.

The proposed project will not result in any additional people on site.

- 10.) The proposed action will not create a material demand for other actions that would result in one of the above consequences.

The proposed project will not result in any additional material demand.

- 11.) The proposed action will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment.

The proposed project will not result in any adverse impacts to the environment.

- 12.) When analyzed with two or more related action, the proposed action will not have a significant impact on the environment and when considered cumulatively, will not meet one or more of the criteria under 6 NYCRR 617.7(c).

The proposed project will not result in any adverse impacts to the environment.

- 13.) The Putnam County Legislature has considered reasonably related long-term, short-term, direct and indirect cumulative impacts, including simultaneous or subsequent actions.

The proposed project will not result in any long-term, short-term, direct or indirect cumulative impacts.

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

APPROVAL - INCLUSION OF PARCELS IN PUTNAM COUNTY AGRICULTURAL DISTRICT

WHEREAS, by Resolution #81 of 2003, the Putnam County Legislature created an Agricultural District in the County of Putnam; and

WHEREAS, by Resolution #193 of 2011, after the 8th year anniversary of the formation of the district, the Putnam County Legislature modified said Putnam County Agricultural District #1, and

WHEREAS, by Resolution #244 of 2003, the Putnam County Legislature established the month of November in which a landowner may request inclusion in the Putnam County Agricultural District; and

WHEREAS, by Resolution #154 of 2015, the Putnam County Legislature changed the annual thirty-day inclusion request period, from the month of November to April 1st through April 30th, commencing in the year 2016 and each year thereafter; and

WHEREAS, November 19, 2019 marked the second 8-Year Anniversary of the formation of this district requiring the Putnam County Legislature to review this district and either continue, terminate or modify the district created; and

WHEREAS, by Resolution #204 of 2019 the Putnam County Legislature determined that the Putnam County Agricultural District No. 1 remained the same in accordance with the recommendations of the Putnam County Agriculture and Farmland Protection Board to consist of 157 parcels with a total acreage of 5,113.9 acres; and

WHEREAS, in 2025, requests were presented to the Putnam County Legislature to modify the existing Agricultural District in the County of Putnam by including the following parcels in the District:

Town of Kent:

Bowen Farm, LLC. (Robert Rudemyer, Jr.) – Tax Map #12.-3-71 (26.73 acres) Tax Map #22.-1-15 (40.00 acres) Total Acreage: 66.73 (the 40 acre parcel is rented and already in the Agricultural District)

Town of Patterson:

Lobster Hill Farm (Jessica & Andrew Jarrett) – Tax Map #35.-4-56 (22.49 acres) Total Acreage 22.49

Mother & Daughter Farm (Peter Clarke & Martha Cotto) – Tax Map #34.-3-1.41 (15.50 acres) Total Acreage 15.50

 Legislator Addonizio

 Legislator Birmingham

 Legislator Crowley

 Legislator Ellner

 Legislator Gouldman

 Legislator Jonke

 Legislator Montgomery

 Legislator Russo

 Chairwoman Sayegh

Town of Putnam Valley:

Big Red Barn Farm (Joey Mancuso) – Tax Map #72.16-1-1 (67.05 acres) Total Acreage: 67.05

Clara Patunga Farm (Olivia & Andrew Wulkan) – Tax Map #72.12-1-6 (1.70 acres) Total Acreage 1.70

Cucumber Hill Farm (Justin Baker) – Tax Map #84.-2-41 (28.85 acres) Total Acreage 28.85

The Rush Family Farm (Francis W. Rush III) - Tax Map #83.20-1-6 (33.00 acres) Total Acreage: 33.00

Town of Southeast:

Artemis Farm (Christophe Landon) – Tax Map #57.-2-47 (71.56 acres) Tax Map #57.-3-17 (68.403 acres - this parcel does not exist and was not included in total acreage) and Tax Map #57.-2-46.1 (67.26 acres) Total Acreage 138.82 (other two (2) parcels are already in Agricultural District)

Barndog LLC (Wendy Janesky) – Tax Map #80.1-3.1 (28.01 acres) Tax Map #80.-1-3.2 (32.48 acres) Tax Map #80.-1-3.3 (5.00 acres) Total Acreage 65.49

Lobster Hill Farm (Jessica & Andrew Jarrett) – Tax Map #35.-1-10 (56.13 acres) Total Acreage: 56.13

Reinmaker Farm (Harold Lepler) – Tax Map #58.-1-34.2 (107.50 acres) Total Acreage: 107.50

White Oak Apiary (Michael Bruen) – Tax Map #57.-2-46.2 (1.14 acres) Total Acreage: 1.14

Total acreage in petitions: 604.40

WHEREAS, pursuant to Article 25 AA of the Agriculture and Market Law, section 303-b, a public hearing on the requests was conducted by the Putnam County Legislature on July 1, 2025; and

WHEREAS, the Putnam County Agriculture and Farmland Protection Board considered the requests for inclusion and reported that certain parcels applying for inclusion would serve the public interest by assisting in maintaining a viable agricultural industry within the District and recommended the inclusion of said parcels in the Putnam County Agricultural District; and

WHEREAS, the Physical Services Committee of the Putnam County Legislature reviewed and considered the recommendations made by the Putnam County Agriculture & Farmland Protection Board; and

WHEREAS, the Putnam County Legislature has considered the comments of the speakers at the public hearing, the recommendations of the Putnam County Agricultural and Farmland Protection Board, the recommendations of the Physical Services Committee, the various letters in support and in opposition to the

inclusion of these parcels in the modification of the Agricultural District; now therefore be it

RESOLVED, that the Putnam County Legislature accepts and adopts the findings provided by the Putnam County Agriculture and Farmland Protection Board and the amendments made during the Physical Services Committee; and be it further

RESOLVED, that the Putnam County Legislature hereby includes in the Putnam County Agricultural District the following Tax Map identified parcels:

Town of Kent:

Bowen Farm, LLC. (Robert Rudemyer, Jr.) – Tax Map #12.-3-71 (26.73 acres)

Town of Patterson:

Lobster Hill Farm (Jessica & Andrew Jarrett) – Tax Map #35.-4-56 (22.49 acres)

Total Acreage 22.49

Town of Putnam Valley:

Big Red Barn Farm (Joey Mancuso) – Tax Map #72.16-1-1 (67.05 acres) Total Acreage: 67.05

Clara Patunga Farm (Olivia & Andrew Wulkan) – Tax Map #72.12-1-6 (1.70 acres)

Total Acreage 1.70

Cucumber Hill Farm (Justin Baker) – Tax Map #84.-2-41 (28.85 acres) Total

Acreage 28.85

The Rush Family Farm (Francis W. Rush III) - Tax Map #83.20-1-6 (33.00 acres)

Total Acreage: 33.00

Town of Southeast:

Barndog LLC (Wendy Janesky) – Tax Map #80.1-3.1 (28.01 acres) Tax Map #80.-1-3.2 (32.48 acres) Tax Map #80.-1-3.3 (5.00 acres) Total Acreage 65.49

Lobster Hill Farm (Jessica & Andrew Jarrett) – Tax Map #35.-1-10 (56.13 acres)

Total Acreage: 56.13

Reinmaker Farm (Harold Lepler) – Tax Map #58.-1-34.2 (107.50 acres) Total

Acreage: 107.50

White Oak Apiary (Michael Bruen) – Tax Map #57.-2-46.2 (1.14 acres) Total

Acreage: 1.14

For a Total of 410.08 acres to be included.

***Copy of Applications on file in the Legislative Office for review.**

Putnam County Agricultural and Farmland Protection Board

841 Fair St, Carmel, NY 10512

MEMORANDUM

Date: May 30, 2025

REVISED: June 10, 2025

(Final)

To: Diane Schonfeld, Putnam County Clerk of the Legislature

From: Christine A. Nastasi, Chair of the Putnam County Agricultural and Farmland Protection Board
TallOaksNY@gmail.com

Re: 2025 Agricultural District Inclusion Recommendations

The Agricultural and Farmland Protection Board received 11 applications during the April 2025 Agricultural District inclusion period. Site visits were conducted during May 2025 and the PC AFPB met on May 21 to vote on the applications. The members present were: Ruby Koch-Fienberg, CCE Agent; Erin Crowley, County Legislator; Barbara Barosa, County Planning Commissioner; Trish McLoughlin, County Director of Real Property Taxes; Christine A. Nastasi, farmer; Nicole Scott, farmer; Joni Lanza, farmer; Fred Finger, farmer; Elizabeth Ryder, farmer; Dave Vickery, farmer.

The results were:

1. Artemis Farm, 111 Brewster Hill Rd, Brewster, Town of Southeast

Christophe Landon

Parcel # SE 57.-2-47 (71.56 acres)

Parcel # SE 57.-2-46.1 (67.26 acres) Total acreage: 138.82

***These parcels are already in the Agricultural District, therefore no vote was necessary.**

2. Barn Dog Farm, 51 Ridgebury Rd, Brewster, Town of Southeast

Wendy Janesky

Parcel # 80.-1-3.1 (28.01 acres)

Parcel # 80.-1-3.2 (32.48 acres)

Parcel # 80.-1-3.3 (5.00 acres) Total acreage: 65.49

Principal operation: Equine, Hay

The property is in development for use as a commercial boarding stable. The barn, indoor arena, outdoor arena, paddocks, employee quarters and maintenance sheds are under construction with an anticipated completion date of the summer of 2025. There are no horses on the property.

Hay is currently grown on the 5-acre parcel.

(+) The PC AFPB voted to **recommend** this application for inclusion into the Agricultural District (8 yes; 2 no).

3. **Big Red Barn Farm**, 221 Oscawana Lake Rd, Putnam Valley, Town of Putnam Valley
Joey Mancuso
Parcel # 72.16-1-1 (67.05 acres) Total acreage: 67.05

Principal Operation: Equine

The property currently boards 10 horses. There are several paddocks. Riding trails are throughout the property.

(+) The PC AFPB voted to **recommend** this application for inclusion into the Agricultural District (10 yes; 0 no).

4. **Bowen Farm**, 184 Bowen Rd, Carmel, Town of Kent
Robert Rudemyer, Jr,
Parcel # 12.-3-71 (26.73 acres) Total acreage: 66.73
Parcel # 22.-1-15 (40 acres), rented, in Agricultural District already.

Principal Operation: poultry (eggs), goats (meat), hay

The farm breeds Boer goats for meat production, raises chickens for egg production (about 1,000 dozen per year) and harvests approximately 2,000 bales hay for sale. Future plans include acquiring sheep and producing goat milk soap for local markets.

(+) The PC AFPB voted to **recommend** Parcel # 12.-3-71 (26.73 acres) of this application for inclusion into the Agricultural District (10 yes; 0 no).

5. **Clara Patunga**, 35 Canopus Hollow Rd, Putnam Valley, Town of Putnam Valley
Andrew Wulkan
Parcel # 72.12-1-6 (1.70 acres) Total acreage: 1.70

Principal Operation: orchard, apiary, cash crop (vegetable)

The farm is a start-up operation. Fruit trees and berry bushes have been planted, as well as vegetable beds. Several hives are present. Mr. Wulkan has the educational and experiential background to run a successful farm; however the majority of the Board feels the farm is not yet viable agricultural land.

(X) The PC AFPB voted to **not recommend** this application for inclusion into the Agricultural District (2 yes; 7 no; 1 abstention).

6. **Cucumber Hill Farm**, 50 Mill St, Putnam Valley, Town of Putnam Valley
Justin Baker
Parcel # 84.-2-41 (28.85 acres) Total acreage: 28.85

Principal Operation: poultry (eggs), apiary, cash crop (vegetable)

The farm houses approximately 200-400 chickens and ducks. To practice regenerative farming, the grazing areas are rotated. Using the deep litter bedding method aids in composting, as does local food scrap collection. The farm has begun mushroom cultivation trials.

(+) The PC AFBP voted to **recommend** this application for inclusion into the Agricultural District (10 yes; 0 no).

7. **Lobster Hill Farm**, 300 Foggintown Rd, Brewster, Town of Southeast and Town of Patterson
Jessica Jarrett
Parcel # 35.-1-10 (56.13 acres) Southeast
Parcel # 35.-4-56 (22.49 acres) Patterson Total acreage: 78.62

Principal Operation: poultry (meat and eggs), livestock (pigs), goats (meat and dairy)
This is a regenerative farm raising pastured protein (goats, pigs, chickens) that practices rotational grazing, which helps with invasive species mitigation.

(+) The PC AFBP voted to **recommend** this application for inclusion into the Agricultural District (10 yes; 0 no).

8. **Mother & Daughter Farm**, 187 Tammany Hall Rd, Patterson, Town of Patterson
Peter Clarke
Parcel # 34.-3-1.41 (15.50 acres) Total acreage: 15.50

Principal Operation: poultry (eggs), horticulture/greenhouse, Christmas Trees, nursery
None of the Principal Operations listed above were observed. Mr. Clarke does buy slips of Arborvitae at wholesale and sells them direct to consumers.

(X) The PC AFBP voted to **not recommend** this application for inclusion into the Agricultural District (0 yes; 10 no).

9. **Reinmaker Farm East** 122 Federal Hill Rd, Brewster, Town of Southeast
Harold Lepler
Parcel # 58.-1-34.2 (107.50 acres) Total acreage: 107.50

Principal Operation: Equine
Mr. Lepler previously operated Reinmaker Farm on Joe's Hill Rd, Brewster. His application states Reinmaker Farm East will be a breeding farm. Mr. Lepler's experience leaves no doubt that this would be a successful endeavor, however, there is no infrastructure in place (barn, run-in shed, paddocks) and no horses on the property.

(X) The PC AFBP voted to **not recommend** this application for inclusion into the Agricultural District (1 yes; 9 no).

10. Rush Family Farm, Rush Dr, Putnam Valley, Town of Putnam Valley

Frank Rush

Parcel # 83.20-1-6 (33.00 acres)

Total acreage: 33.00

Principal Operation: Christmas Trees

Mr. Rush has planted 250 Fir and Spruce seedlings and will continue to do so for the next 8-9 years to maintain the projected harvest of approximately 200+ trees per year.

(+) The PC AFPB voted to **recommend** this application for inclusion into the Agricultural District (10 yes; 0 no).

11. White Oak Apiary, 91 Brewster Hill Rd, Brewster, Town of Southeast

Michael Bruen

Parcel # 57.-2-46.2 (1.14 acres)

Total acreage: 1.14

Principal Operation: cash crop (vegetable), orchard, apiary

The farm consists of several hives, vegetable beds, berry bushes and fruit trees. This application will incorporate a new parcel into an existing Agricultural District enterprise, located on Gage Rd, Brewster where Mr. Bruen has additional hives and processes the honey there. He is requesting inclusion in order to set-up a farm stand to sell his products.

(+) The PC AFPB voted to **recommend** this application for inclusion into the Agricultural District (9 yes; 0 no; 1 abstention).

Total acreage of applications:

604.40

Total acreage recommended for inclusion:

300.88

Cc: Members of the PC AFPB at their respective email addresses
Diane Schonfeld at putcoleg@putnamcountyny.gov

#65

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

**APPROVAL – APPOINTMENTS – PUTNAM COUNTY SOIL & WATER
 CONSERVATION DISTRICT BOARD**

RESOLVED, that the following be appointed to the Putnam County Soil & Water Conservation District Board:

Cassandra Roth, Town of Pawling, Farm Bureau Representative, for a three (3) year term, said term to expire December 31, 2027.

Brett Yarris, Town of Carmel, member at large, to fill the unexpired term of Max Emerson Garfinkle, said term to expire December 31, 2026.

And be it further

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

 Legislator Addonizio

 Legislator Birmingham

 Legislator Crowley

 Legislator Ellner

 Legislator Gouldman

 Legislator Jonke

 Legislator Montgomery

 Legislator Russo

 Chairwoman Sayegh

Phup 6.16.25 CC: All

Diane Trabulsy

From: Neal Tomann
Sent: Friday, June 13, 2025 2:34 PM
To: Diane Trabulsy; Thomas Feighery
Cc: Greg Ellner
Subject: RE: Fr- Chair of Physical Greg Ellner Re - Appointments - Soil & Water Conservation District Board
Attachments: Letter of Interest RE: Putnam County Soil and Water Conservation District; MBall CV SWCD.pdf; RE Putnam Board.msg; Re Farm Bureau Vacancy Roth.msg; Fr- Chair of Physical Greg Ellner Re - Appointments - Soil & Water Conservation District Board.pdf

Hello Diane.

In response to your memo. *(attached)*

There are two open seats on the Soil & Water board. One seat represents a recommendation from the Farm Bureau, the other is considered an 'at large' seat.

We have received three letters of interest. I have attached them here.

I have also attached a letter my supervisor at Ag & Markets asking that we verify the Farm Bureau seat will be occupied by some who owns or rents land in the county.

One of the other applicants, Mr. Ball is also not a resident of Putnam County but works at Glynwood. We would have to clear his appointment with our legal department and Ag & Markets also.

Another board member, Dave Vickery, pointed out that two of the three applicants had not attended a Soil & Water meeting prior to applying for the board position.

From: Diane Trabulsy <Diane.Trabulsy@putnamcountyny.gov>

Sent: Friday, June 13, 2025 1:27 PM

To: Thomas Feighery <Thomas.Feighery@putnamcountyny.gov>; Neal Tomann <Neal.Tomann@putnamcountyny.gov>

Cc: Lillian Moynihan <Lillian.Moynihan@putnamcountyny.gov>

Subject: Fr- Chair of Physical Greg Ellner Re - Appointments - Soil & Water Conservation District Board

Please see the attached memo, which you are copied on.

Hope you have a nice weekend.

Regards,

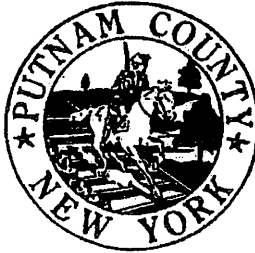
Diane E. Trabulsy

Diane E. Trabulsy
Deputy Clerk
Putnam County Legislature
845- 808- 1020 x- 49209

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

MEMORANDUM

DATE: June 13, 2025

TO: Kevin Byrne
County Executive

FROM: Greg Ellner 
Chairman, Physical Services Committee

CC: Thomas Feighery
DPW Commissioner

Neal Tomann
Soil & Water Conservation District Manager

RE: Appointments - Soil & Water Conservation District Board

My apologies to Soil & Water Conservation District Manager Tomann, for the poor cell phone service which prohibited the completion of our phone conversation today.

I am writing to repeat, in the event District Manager Tomann could not hear me, that as Chairman of the Physical Services Committee, I want to move forward with the recommendations for member appointments to the County's Soil and Water Board. Please forward all the information related to each interested applicant to the Legislative Office as soon as possible.

I intend to bring the matter forward under "Other Business" at the Monday, June 16, 2025, Physical Services Meeting. Thank you.

68

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

**APPROVAL – BUDGETARY AMENDMENT (25A054) – HEALTH – DONATION FROM
NUVANCE HEALTH – TICK REMOVAL KITS**

**WHEREAS, the Health Department received a check from Nuvance Health
in the amount of \$3,000 to help offset the cost of Tick Removal Kits that the
Putnam County Department of Health provides to the public at no cost; and**

**WHEREAS, the Public Health Director has requested a budgetary
amendment (25A054) to account for this donation; and**

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

RESOLVED, that the following budgetary amendment be made:

Increase Revenues:

21401000 427701	Health Education – Unclassified	3,000

Increase Expenses:

21401000 54329	Health Education – Promotional	3,000

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

MICHAEL LEWIS
Commissioner Of Finance



cc: all
Health
A+A

Reso

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>

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	25A054

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

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		<u>\$3,000.00</u>
Increase Expense: 21401000-54329		
Health Education-Promotional	\$3,000.00	
Total Expense		<u>\$3,000.00</u>
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 NNNNNNNNNNNN 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

#6t

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

**APPROVAL – BUDGETARY AMENDMENT (25A050) – FINANCE – LEGAL AID
SOCIETY – INDIGENT LEGAL SERVICES**

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (25A050) to account for the NYS Indigent Legal Services Distribution #14 contract; and

WHEREAS, the contract term runs from January 1, 2024, through December 31, 2026, and the County acts as a pass through for these funds; 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:

GENERAL FUND:

Increase Appropriations:

25117000 54950	Legal Aid Society	242,118

Increase Revenue:

25117000 430251	State Aid – Indigent Legal Services	242,118

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

Legislator Addonizio
Legislator Birmingham
Legislator Crowley
Legislator Ellner
Legislator Gouldman
Legislator Jonke
Legislator Montgomery
Legislator Russo
Chairwoman Sayegh

MICHAEL LEWIS
COMMISSIONER OF FINANCE



*cc: all
Prot
ADA
OK Paul
for ADA*

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

Reso

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk

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

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

Increase Revenue:

25117000.430251	State Aid - Indigent Legal Services	242,118

2025 JUN -9 PM 4:16
LEGISLATURE
PUTNAM COUNTY
CARMEL, 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

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

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: January 1, 2024 To: December 31, 2026 AMENDED TERM: From: To:	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> CURRENT: \$ 425,538.00 AMENDED: FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other

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

☒ Appendix A

☒ Attachment A:

☒ A-1 Agency Specific Terms and Conditions
☒ A-2 Program Specific Terms and Conditions
☒ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☒ Attachment B:

☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-4 Net Deficit Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)
☐ B-4(A) Net Deficit Budget (Amendment)

☒ Attachment C: Work Plan

☒ Attachment D: Payment and Reporting

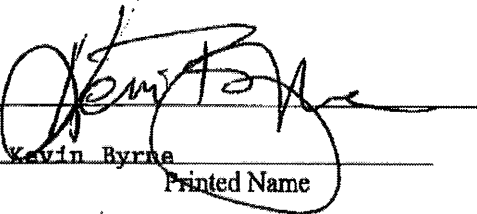
☐ Other:

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

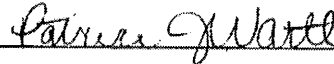
Date:

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:

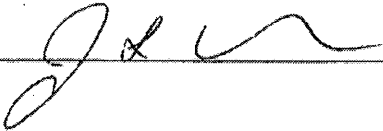
4/17/2025

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/searchcertifieddirectory.asp>

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

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

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

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

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

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

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

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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

	Year 1	Year 2	Year 3
Budget Expenditure Item	1/1/24 - 12/31/24	1/1/25 - 12/31/25	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

Period : Quarterly			
Claim Number	Claim Type	Claim Period	Due Date
Q1	Reimbursement	January 1 - March 31	April 30
Q2	Reimbursement	April 1 - June 30	July 30
Q3	Reimbursement	July 1 - September 30	October 30
Q4	Reimbursement	October 1 - December 31	January 30

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.

#64

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

**APPROVAL – BUDGETARY AMENDMENT (25A056) – SHERIFF’S OFFICE –
AUTOMOTIVE INSURANCE RECOVERY**

WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (25A056) to recognize reimbursement from Travelers Insurance Co. for damages to a 2023 Ford Interceptor in the Sheriff’s BCI fleet for an accident that occurred on March 3, 2025; and

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

RESOLVED, that the following budgetary amendment be made:

Increase Revenues:

32311000 426801	Sheriff BCI – Insurance Recoveries	4,465.21

Increase Expenses:

32311000 54370	Sheriff BCI – Automotive	4,465.21

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

MICHAEL LEWIS
Commissioner Of Finance



cc: all
Rest OK Paul
for A+A

Reso

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

2025 JUN 11 AM 10:32
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

Increase Expenses:

32311000 54370	Sheriff BCI – Automotive	\$ 4,465.21

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:

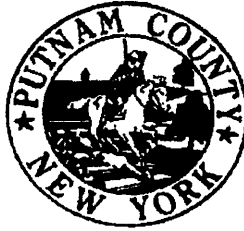
Date	Commissioner of Finance/Designee: Initiation by \$0 - \$5,000.00	
Date	County Executive/Designee: Authorized for Legislative Consideration \$5,000.01 - \$10,000.00	
Date	Chairperson Audit/Designee: \$0 - \$10,000.00	25A056
Date	Audit & Administration Committee: \$10,000.01 - \$25,000.00	

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 large, stylized handwritten signature, likely of Mat C. Bruno, Sr., is written over the "FROM:" line and extends into the "DATE:" line.

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
OVRPUN52-121295
DETACH CHECK

#62

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

**APPROVAL – BUDGETARY AMENDMENT (25A057) – YOUTH BUREAU – AMEND
CAPITAL PROJECT 52510 – YOUTH BUREAU RELOCATION – TILLY FOSTER
FARM**

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

**WHEREAS, by Resolution #147 of 2025, the Putnam County Legislature
approved a request for additional funding of \$190,000 to proceed with this project
and realize the desired completion date of August 31, 2025; and**

**WHEREAS, the Executive Director of the Youth Bureau has requested a
budgetary amendment (25A057) for additional funding of \$95,000 to purchase new
furniture, outdoor umbrellas and area rugs, four (4) Smart TVs with four (4)
Logitech conference room cameras and three (3) additional networked phones;
and**

**WHEREAS, also included is a small 2.5% contingency for any other small
items that may be needed once everything has arrived and is installed; 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 Revenues:

55197000 428601 52510 Transfer In – General Fund 95,000

Increase Appropriations:

55197000 53000 52510 Capital Exp – Youth Bureau Reallocation 95,000

GENERAL FUND:

Decrease Appropriations:

10199000 54980 General Contingencies 95,000

Increase Appropriations:

10990100 59020 Transfer Out – Capital Fund 95,000

2025 Fiscal Impact - \$95,000

2026 Fiscal Impact – 0 –

Legislator Addonizio

Legislator Birmingham

Legislator Crowley

Legislator Ellner

Legislator Gouldman

Legislator Jonke

Legislator Montgomery

Legislator Russo

Chairwoman Sayegh

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: **Budgetary Amendment – 25A057**
DATE: June 18, 2025

2025 JUN 18 PM 2:58
LEGISLATURE
PUTNAM COUNTY
CARMEL, 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.

DONALD B. SMITH COUNTY GOVERNMENT CAMPUS
110 Old Route Six ~ Building Three ~ Carmel, New York 10512
(845) 808-1600 ~ Fax (845) 808-1907

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 Comeau
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 | 6+ Years

THE INTERIOR INNOVATIONS TEAM

HALAKEN



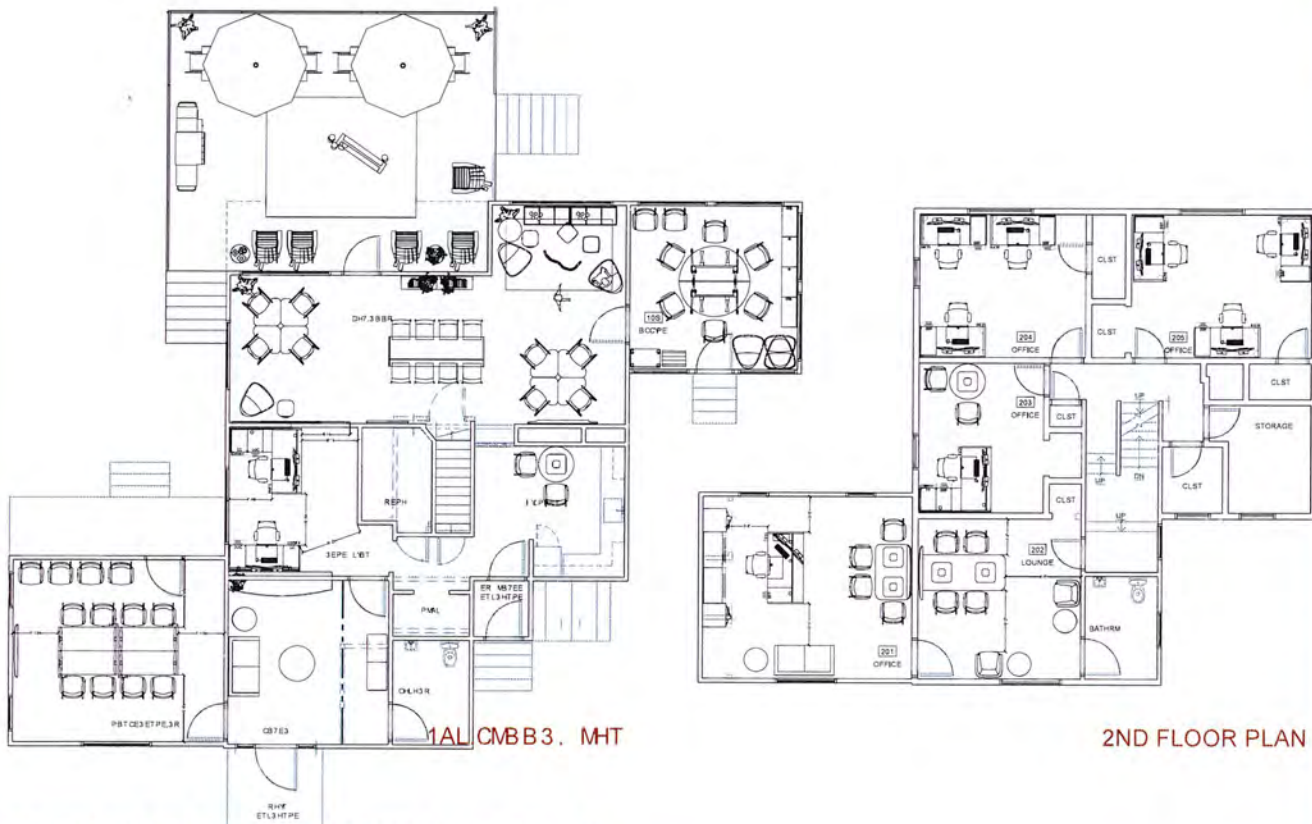
The Interior Innovations showroom can be found within the walls of a historic Syracuse, NY building. We affectionately named our home Halaken.

"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



1641 E. GENESEE STREET
SYRACUSE, NY 13210
888.214.5060
info@iconcontractfurniture.com



Icon Contract Inc. dba Interior Innovations
NYS Certified Minority Business Enterprise (MBE)
NYS Vendor ID # 110513248

CUSTOMER
NEW YOUTH BUREAU
TILLY FOSTER FARM (BLDG. 7)
100 ROUTE 312
BREWSTER, NY 10509

SENIOR ACCOUNT EXECUTIVE
JOHN GRANATO
(315) 724-6138
John.Granato@iconcontractfurniture.com

DESIGN MANAGER
GRAZE LIN
(315) 703-3007
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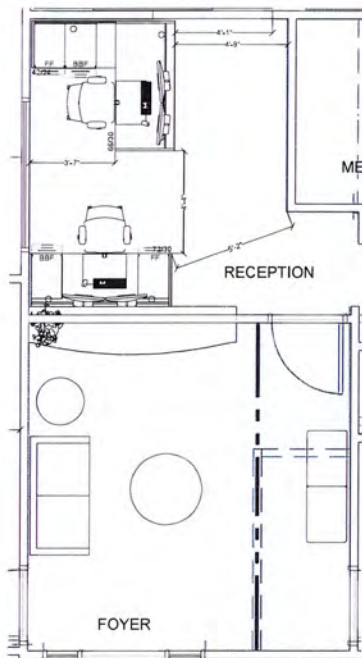
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ENLARGED FLOOR PLAN - FOYER & RECEPTION



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:

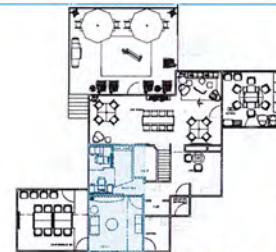
- (1) 68" x 72" x 30" L-shaped Work Station w.
- Box/Box/File Ped.
- File/File Ped.
- Center Drawer
- (1) Task Chair



ROOM RENDERING



ROOM PERSPECTIVE



KEY PLAN



INTERIOR INNOVATIONS

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NEW YOUTH BUREAU
TILLY FOSTER FARM (BLDG. 7)
100 ROUTE 312
BREWSTER, NY 10509

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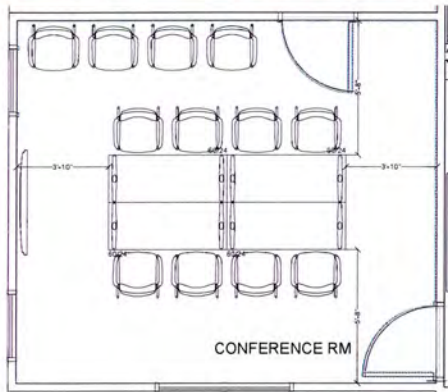
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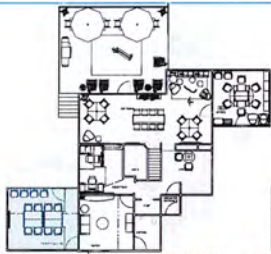
ENLARGED FLOOR PLAN - CONFERENCE ROOM



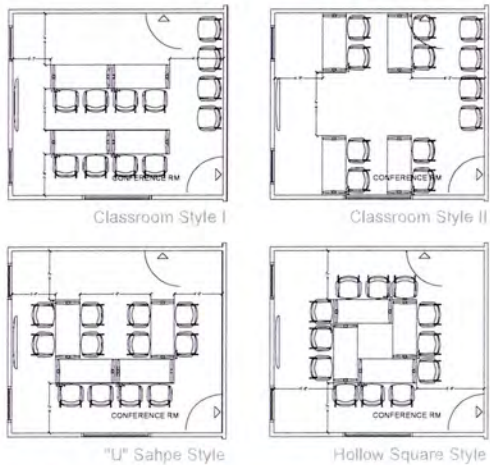
FLOOR PLAN

SPECIFICATION

- (2) 120" x 48" Conference Table
- (12) Guest Chairs



KEY PLAN



ROOM RENDERING

NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)



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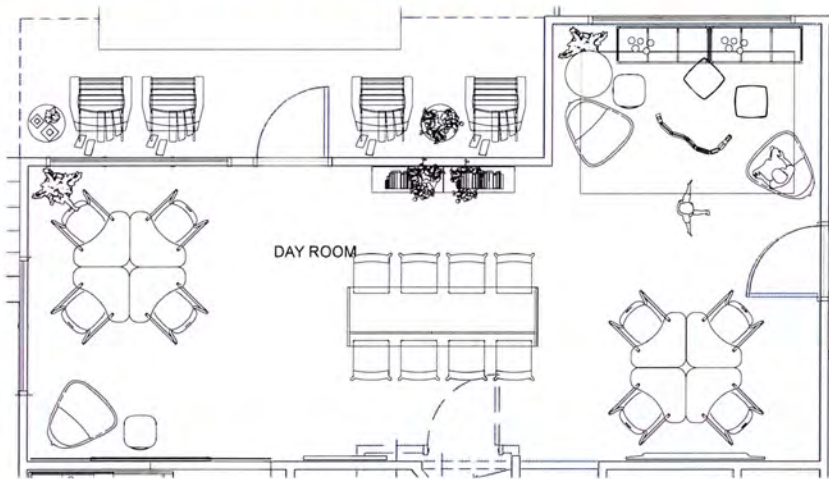
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ENLARGED FLOOR PLAN - DAY ROOM - OPTION 4



FLOOR PLAN

SPECIFICATION

- (8) Triangle Desks
- (8) Cantilever Chairs
- (2) Tote Storages
- (3) Floor Lounges
- (2) Pouf
- (4) Floor Cushions
- (2) 5H Bookcase
- (1) Standing Height Island
- (8) Standing Height Stools

NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)



KEY PLAN



ROOM RENDERING



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ROOM RENDERING - DAY ROOM - OPTION 4



ROOM RENDERING

+ Furniture items shown are included in the scope of work. All other elements such as artwork, décor, plants, lamps, and accessories are for reference only and are not included in this package.

NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)



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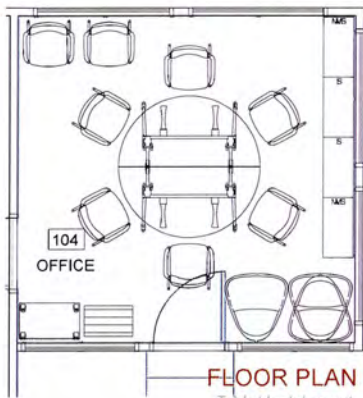
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ENLARGED FLOOR PLAN & RENDERING - 104 ZEN ROOM



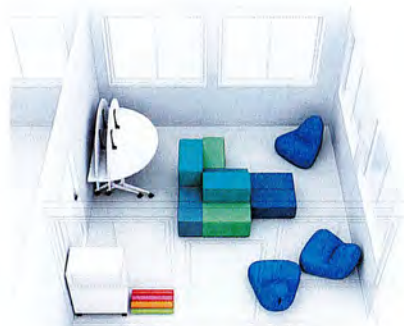
ADDITION LAYOUTS

Lounge Layout

Yoga/Activity Layout

SPECIFICATION

- All Layout includes,
- Combination Tangram Lounge
 - (2) 72" Half Round Nesting Tables
 - (8) Multi-use Chairs
 - (3) Floor Lounges (Bean Bags)
 - (1) Storage w/ Bins



ROOM RENDERING

NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)



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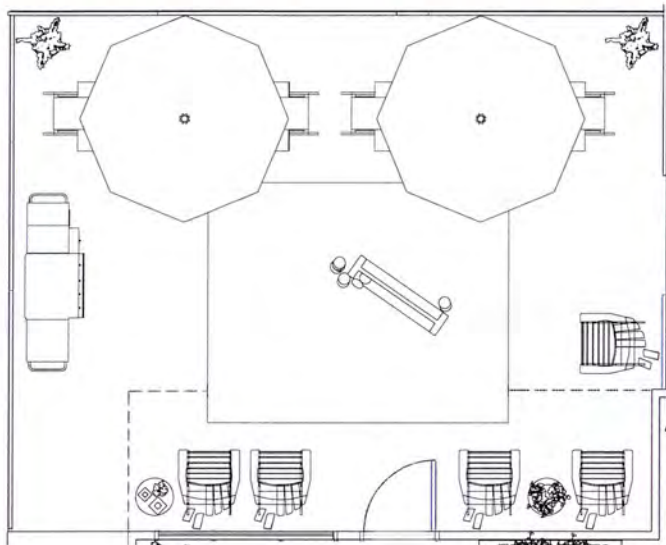
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ENLARGED FLOOR PLAN - SLATE TERRACE & KITCHEN



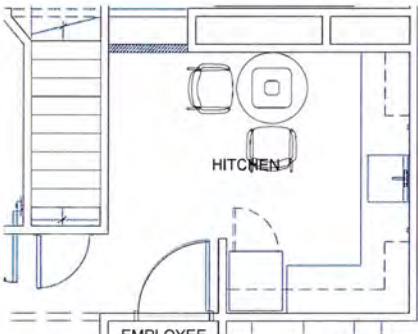
SPECIFICATION

- (1) Outdoor Dining Table w. Umbrella
- (6) Dining Chairs
- (7) Adirondack or Lounge
- (3) Side Tables

FLOOR PLAN



KEY PLAN



FLOOR PLAN

SPECIFICATION

- (1) 36" diam Conversation Table
- (2) Guest Chairs

NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)



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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, décor, plants, lamps, and accessories are for reference only and are not included in this package.

ROOM RENDERING

NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)



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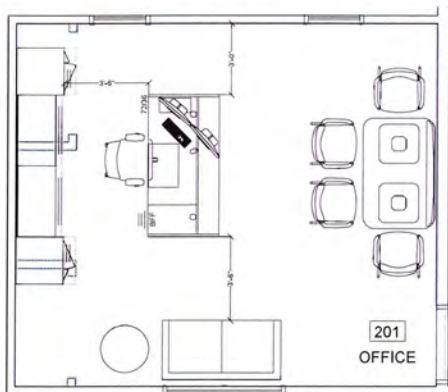
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ENLARGED FLOOR PLAN - 201 OFFICE - OPT 5



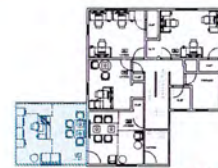
FLOOR PLAN

SPECIFICATION

- (1) 72" x 90" x 28" L-shaped Work Station w.
- Box/Box/File Ped.
- Center Drawer
- (1) Task Chair
- (1) 36"x36"Soft Square Conversation Table
- (4) Guest Chairs
- (1) Lounge
- (1) Loveseat



STATION RENDERING



HEY PLAN



ROOM RENDERING

NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)



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ENLARGED FLOOR PLAN - 202 COLLABORATION



FLOOR PLAN

SPECIFICATION

- (1) 84" x 36" Collaboration Table
- (4) Guest Chairs
- (2) Lounge Chairs
- (2) Side Tables



HEY PLAN



ROOM RENDERING

NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)



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ENLARGED FLOOR PLAN - 203 OFFICE



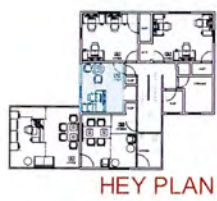
203 ROOM RENDERING

SPECIFICATION

- (1) 66" x 72" x 28" L-shaped Work Station w.
 - Box/Box/File Ped.
 - File/File Ped.
 - Center Drawer
- (1) Task Chair
- (1) 36" diam Conversation Table
- (2) Guest Chairs



STATION RENDERING



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ENLARGED FLOOR PLAN - 204 & 205 OFFICE



FLOOR PLAN



HEY PLAN



STATION RENDERING



ROOM RENDERING

SPECIFICATION

- (3) Work Station per Room. Each Station Includes,
 - (1) 66" x 30" L-shaped Work Station w.
 - Box/Box/File Pad.
 - Center Drawer
- (1) Task Chair

NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)



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PRODUCT & FINISHES OVERVIEW

FINISH OVERVIEW - Temporary Place Holder



OFFICE PRODUCT OVERVIEW



TABLE PRODUCT OVERVIEW



NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)



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PRODUCT & FINISHES OVERVIEW

FINISH OVERVIEW - Temporary Place Holder



DAY ROOM PRODUCT OVERVIEW



ADDITIONAL DAY ROOM PRODUCT



NEW YOUTH BUREAU _ TILLY FOSTER FARM (BLDG. 7)



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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				



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6/5/2025

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THANK YOU

We look forward to working
together on your project!

6/5/2025



From: ITSupport <ITSupport@putnamcountyny.gov>
Sent: Friday, June 13, 2025 12:34 PM
To: Janeen Cunningham <Janeen.Cunningham@putnamcountyny.gov>
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

Federal ID#: 13-2768071

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 ...					



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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