

THE PUTNAM COUNTY LEGISLATURE

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

Paul E. Jonke *Chairman*  
Amy E. Sayegh *Deputy Chair*  
Diane Schonfeld *Clerk*  
Robert Firriolo *Counsel*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Ginny Nacerino	Dist. 4
Greg E. Ellner	Dist. 5
Paul E. Jonke	Dist. 6
Joseph Castellano	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**

**Wednesday** **November 6, 2024** **7:00 P.M.**

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

**PROCLAMATIONS**

**Supporting Operation Green Light**

**National Runaway Prevention Month**

**Small Business Recognition Month – November 2024**

- 4. Acceptance of Minutes – Public Hearing – Agr. District – August 8, 2024**
- 5. Correspondence**
  - a) County Auditor**
- 6. Pre-filed resolutions:**

**RULES, ENACTMENTS & INTERGOVERNMENTAL RELATIONS COMMITTEE  
(Chairwoman Addonizio, Legislators Ellner & Nacerino)**

- 6a. Approval – Litigation Settlement – Andrew Krivak v. County of Putnam**
- 6b. Approval – Local Law Strengthening the Term Limit Provisions for the Office of Putnam County Legislator**

- 6c. **Approval – Local Law Strengthening the Term Limit Provisions for the Office of Putnam County Executive**

**AUDIT & ADMINISTRATION COMMITTEE  
(Chairman Castellano, Legislators Ellner & Gouldman)**

- 6d. **Approval – Budgetary Amendment (24A090) – Health Department – Vaccines**
- 6e. **Approval – Budgetary Amendment (24A091) – Office of Senior Resources – Food Expenses**
- 6f. **Approval – Budgetary Amendment (24A092) - Department of Public Works – Road Machinery – Subcontractor & Automotive**
- 6g. **Approval – Budgetary Amendment (24A093) – Veterans Service Agency – Peer to Peer Program**
- 6h. **Approval – Budgetary Amendment (24A094) – Health Department – Adolescent Tobacco Use Prevention Act (ATUPA)**
- 6i. **Approval – Budgetary Amendment (24A095) – Tilly Foster Farm & Putnam Golf Course – Contractual Payments**
- 6j. **Approval – Budgetary Amendment (24A096) – DPW – NYSERDA Grant - Clean Energy Communities Program – Purchase Equipment**
- 6k. **Approval – Budgetary Amendment (24A097) – Board of Ethics – Legal Services**
- 6L. **Approval – Budgetary Amendment (24A098) – Sheriff’s Department – NYS Stop-DWI Foundation Inc. – Drug Recognition Expert (DRE) Callout – Overtime**
- 6m. **Approval – Budgetary Amendment (24A099) – Sheriff’s Department – Probation – Overtime DWI Checks February through May 2024**
- 6n. **Approval- Budgetary Amendment (24A100) – Coroner – Drug Overdose Submission Reimbursement Program – Uniforms**
- 6o. **Approval – Budgetary Amendment (24A101) – Planning – Federal Transit Administration Grant Award**
- 6p. **Approval - Budgetary Amendment (24A102) – Planning – NYSERDA Clean Energy Communities Program Award**
- 6q. **Approval – Budgetary Amendment (24A103) – Social Services – Office of Mental Health (OMH)/Office for People with Developmental Disabilities (OPWDD)**
- 6r. **Approval – Budgetary Amendment (24A104) – Finance – Legal Aid 18b**
- 6s. **Approval – Budgetary Amendment (24A105) – Sheriff’s Department – Overtime**

- 6t. Approval – Budgetary Amendment (24A106) – Sheriff’s Department – Purchase of Two (2) Utility Task Vehicles (UTV)**
- 6u. Approval – Budgetary Amendment (24A107) – Youth Bureau – Subcontractors – Youth Sports & Education**
- 6v. Approval – Fund Transfer (24T320) – Sheriff’s Department – Temporary**
- 6w. Approval – Fund Transfer (24T335) – Social Services – Purchase Furniture**
- 6x. Approval – Fund Transfer (24T344) – Department of Public Works – Overtime**
- 6y. Approval – Fund Transfer (24T353) – Law Department – Judgment & Claims – Krivak v. County of Putnam Settlement**
- 6z. Approval – Fund Transfer (24T354) – Emergency Services – Dispatcher Overtime**
- 6aa. Approval – Fund Transfer (24T355) – Social Services – Computer Equipment**
- 6bb. Approval - Semi-Annual Mortgage Tax Report/ April 1, 2024, through September 30, 2024**
- 6cc. Approval – Local Law to Amend Chapter 41 – Code of Putnam County – Entitled “Deposit and Investment Policy”**
- 6dd. Approval – Designation – County of Putnam – Tourist Promotion Agency**
- 6ee. Approval – Authorization to Execute New York State Department of Transportation (NYSDOT) Urban Master Agreement – Supplements for Transportation Related Projects**
- 6ff. Approval – Ratification of the 100 Ten Acre Lane Property Formally known as 100 Zimmer Road, Town of Southeast Real Property Tax Sale**
- 7. Other Business**
- 8. Recognition of Public on Agenda Items**
- 9. Recognition of Legislators**
- 10. Adjournment**

# Proclamation

## Supporting Operation Green Light

**WHEREAS**, the residents of Putnam County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served their country and this community in the Armed Forces; and

**WHEREAS**, the contributions and sacrifices of the men and women that served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

**WHEREAS**, Putnam County seeks to honor these individuals who have paid the high price of freedom by placing themselves in harm's way for the good of all; and

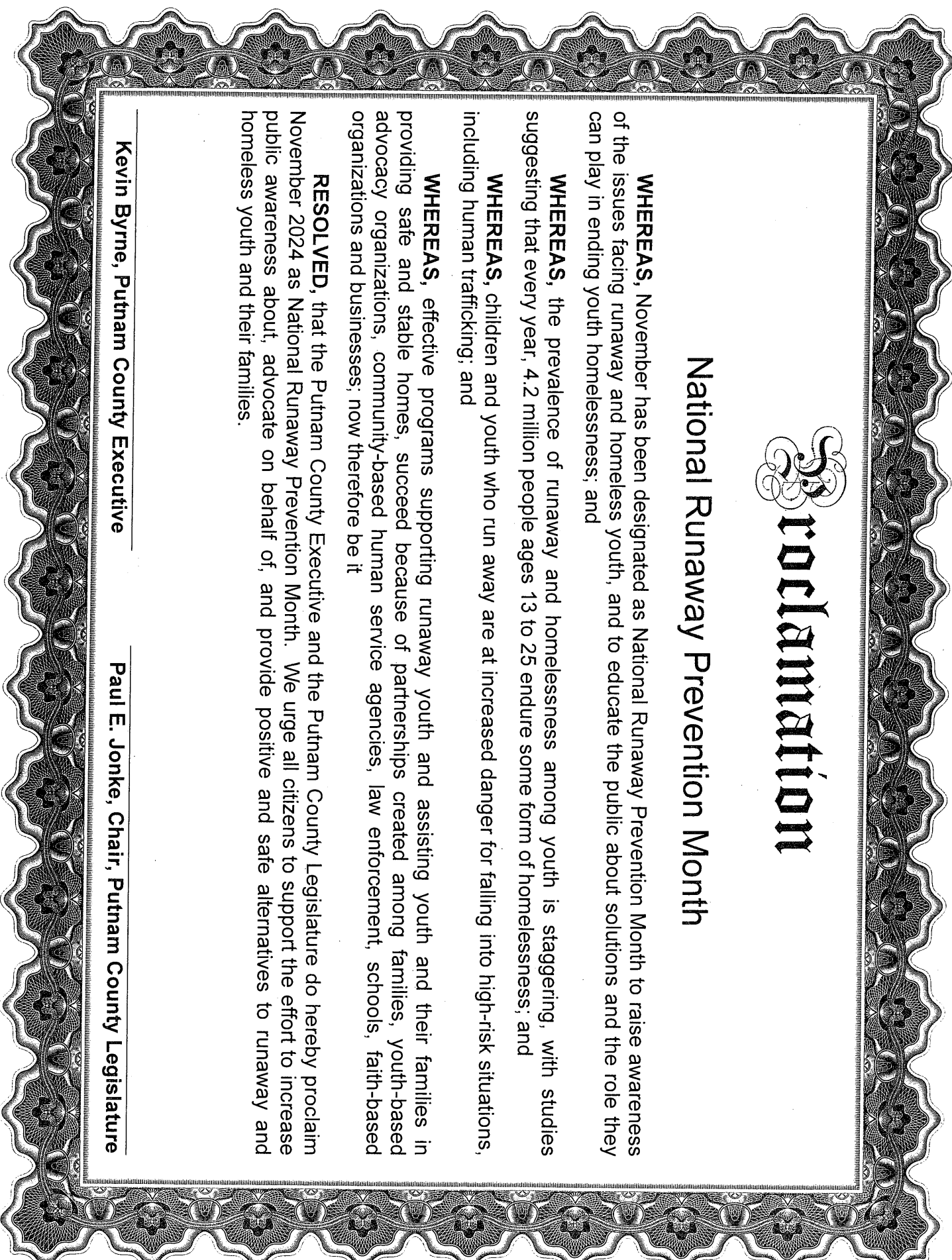
**WHEREAS**, Veterans continue to serve their community through local organizations, church groups, and civil service; and

**WHEREAS**, Putnam County appreciates the sacrifices our United State Military Personnel made while defending freedom and believes specific recognition be accorded them in appreciation of their service and to demonstrate the honor and support they have earned; now be it

**RESOLVED**, as we approach Veterans Day in 2024, the Putnam County Legislature and County Executive hereby proclaim that Putnam County recognizes Operation Green Light and encourages its citizens and businesses to honoring those whose immeasurable sacrifice helped preserve our freedom by displaying a green light in a window of their place of business or residence.

Kevin Byrne, Putnam County Executive

Paul E. Jonke, Chair, Putnam County Legislature



# Proclamation

## National Runaway Prevention Month

**WHEREAS**, November has been designated as National Runaway Prevention Month to raise awareness of the issues facing runaway and homeless youth, and to educate the public about solutions and the role they can play in ending youth homelessness; and

**WHEREAS**, the prevalence of runaway and homelessness among youth is staggering, with studies suggesting that every year, 4.2 million people ages 13 to 25 endure some form of homelessness; and

**WHEREAS**, children and youth who run away are at increased danger for falling into high-risk situations, including human trafficking; and

**WHEREAS**, effective programs supporting runaway youth and assisting youth and their families in providing safe and stable homes, succeed because of partnerships created among families, youth-based advocacy organizations, community-based human service agencies, law enforcement, schools, faith-based organizations and businesses; now therefore be it

**RESOLVED**, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim November 2024 as National Runaway Prevention Month. We urge all citizens to support the effort to increase public awareness about, advocate on behalf of, and provide positive and safe alternatives to runaway and homeless youth and their families.

Kevin Byrne, Putnam County Executive

Paul E. Jonke, Chair, Putnam County Legislature



# Proclamation

## Small Business Recognition Month – November 2024

**WHEREAS**, small business constitutes the single most important segment of our free enterprise system and our small businesspeople are the backbone of our economy; and

**WHEREAS**, a successful small business is evidence of the independence, initiative, and hard work of the owner/operator and this spirit has been, and will continue to play an important role in maintaining and improving the vitality of our community; and

**WHEREAS**, small businesspeople take a leading role in civic affairs to improve the quality of life in our communities; and

**WHEREAS**, with the assistance of the Putnam County Business Council and the local Chambers of Commerce, small businesspeople provide a variety of services, both business and social, to the community at large; and

**WHEREAS**, small businesses have and will continue to provide employment opportunities for our residents and contribute conveniences and services, both in-person and on-line, to our communities; and

**WHEREAS**, the November-December holiday season is important to the annual success of many of our small businesses; now therefore be it

**RESOLVED**, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim November 2024 as Small Business Recognition Month and urge all citizens to join them in recognizing the contributions small businesses make to county-wide development and Shop Small Business to support our local small businesses so that they can remain vital and flourish in Putnam County.

Kevin Byrne, Putnam County Executive

Paul E. Jonke, Chair, Putnam County Legislature

#4

PUBLIC HEARING  
ON INCLUSION IN THE AGRICULTURAL DISTRICT  
HELD BY THE  
PUTNAM COUNTY LEGISLATURE  
IN THE  
HISTORIC COURTHOUSE  
CARMEL, NEW YORK 10512

Wednesday                      August 6, 2024                      6:45 P.M.

The meeting was called to order at 6:45 P.M. by Chairman Jonke who led in the Pledge of Allegiance. Upon roll call, Legislators Montgomery, Gouldman, Addonizio, Nacerino, Ellner, Castellano, Crowley and Chairman Jonke were present. Legislator Sayegh was absent. Also present was Legislative Counsel Firriolo.

Chairman Jonke requested the Clerk read the Public Notice:

**LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that pursuant to Article 25-AA of the Agriculture and Markets Law of the State of New York, Section 303-b, that one or more requests have been received by the Putnam County Legislature for inclusion of predominately viable agricultural land within Putnam County's certified Agricultural District.

FURTHER NOTICE is hereby given that the Putnam County Agriculture and Farmland Protection Board has considered the requests for inclusion and reported which parcels for inclusion would serve the public interest by assisting in maintaining a viable agricultural industry within the District.

FURTHER NOTICE is hereby given that the parcels requested for inclusion are:

Town of Carmel:

Kascade Enterprises (Eric Hasbrouck) – Tax Map #54.-1-36 (28.32 acres) Total Acreage: 28.32

Town of Kent:

Angry Goose Farm (Robert Lena/Tofo Realty LLC) – Tax Map #10.-2-6.-1 (115.26 acres)  
Tax Map #10.-1-38.-1 (39.66 acres) Total Acreage: 154.92

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

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

Mother Farm (Peter Clarke & Martha Cotto) – Tax Map #34.-3-1.41 (15.5 acres) Total Acreage 15.5

**Town of Philipstown:**

**Pine View Farm (George Whipple) – Tax Map #71.-1-34 (2.60 acres) Tax Map #71.-1-35 (2.21 acres) Tax Map #71.-1-27 (15.08 acres) Tax Map #71.-1-24 (17.40 acres) Total Acreage: 37.29**

**Town of Putnam Valley:**

**Francis W. Rush III – Tax Map #83.20-1-6 (33 acres) Total Acreage: 33**

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

**Town of Southeast:**

**Lobster Hill Farm (Jessica & Andrew Jarrett) – Tax Map #35.-1-10 (56.13 acres) Total Acreage: 56.13**

**Hidden Hope (Shannon & Eric Nitti) – Tax Map #24.-1-62 (18.61 acres) Total Acreage: 18.61**

**Total acreage in petitions: 546.83**

**FURTHER NOTICE is hereby given that a Public Hearing will be held on Tuesday, August 6, 2024 at 6:45 P.M. in the Historic Courthouse, Carmel, New York, to consider these requests for inclusion and the recommendations of the Putnam County Agriculture and Farmland Protection Board and the Physical Services Committee.**

**BY ORDER OF THE PUTNAM COUNTY LEGISLATURE**

**Diane Schonfeld  
Clerk**

**Chairman Jonke stated that the application for the Hidden Hope Farm parcel received by the Legislature stated the parcel was located in Brewster and the parcel number was placed under the Town of Southeast on the Public Notice. Subsequent to publication of the Public Notice, the Legislature determined that the parcel is actually located in the Town of Patterson, as described in the Agricultural & Farmland Protection Board's memorandum. The Legislature will have the opportunity to correct the description of the parcel's town when the Agricultural District inclusion resolution is considered at tonight's Full Legislative Mtg.**

**Chairman Jonke read the procedure for making comments at the Public Hearing. He requested that anyone wishing to speak should come up to the microphone, state their name and the town in which they reside.**

**Jocelyn Apicello, Town of Philipstown, stated that she has been volunteering on the Agriculture & Farmland Protection Board since 2018 and has been Chair since 2022. She explained that the Agriculture & Farmland Protection Board voted to recommend four (4) out of nine (9) applications received for inclusion. She explained that the application posted on the County's website was utilized by the applicants. The Agriculture & Farmland Protection Board used this application along with NYS Agricultural Law to guide them in making their decision whether the applicants have viable agricultural enterprises and are practicing on viable agricultural land. She stated that the Physical Services Committee did not accept the recommendations. She believed that it appears**



that most of the denials were because of soil types and prime farmland. She explained that in the six (6) years she has been on the Agricultural Board they have never considered that what was quoted on Resolution #139 of 2007; "each parcel must contain at least 50% of Prime Farmland and/or Statewide important soils which are in the NYS Agriculture & Markets agricultural land soil groups 1-6" would be reason enough not to recommend inclusion of the parcel. She stated that there are eight (8) bullet points on the resolution that "shall" be considered. She stated that the application does not say anything about soil types, which came up during the Physical Services Committee meeting. She stated that this is a very important learning experience for the Agricultural Board. She stated that she would like to consider ways to improve the soil in our County. She looked forward to working with the Legislature to make sure the application we provide to the public lists the requirements that the Legislature would like to see. She hoped that the Legislature looks at the nine (9) applications, especially the four (4) that were recommended, because these agricultural operations serve the public interest by assisting and maintaining a viable agricultural industry within the district.

Frank J. Smith III, from the Law Office of Shilling & Smith, stated that they are the attorneys for the applicants of Ridge Ranch. He stated that prior to this hearing he provided a written submission and has now provided physical copies for each member of the Legislature, as well as Legislative Counsel. He attended the Physical Services Committee on July 23, 2024. He stated that after much discussion the Committee voted not to include this application. He proceeded to note a few points from his written submission such as; the required criteria from Resolution #139 of 2007, NYS Agriculture & Markets Law Section 303(b) which governs inclusion of parcels, Section 301(7) which defines viable Agricultural Land as, "land highly suitable for a farm operation as defined in this section", Section 301(11) defining "Farm Operation". He stated that the statute which was referred to during the Committee pertained to Resolution #139 of 2007. He requested that the Legislature adhere to the NYS statute and contends that the resolution does not supersede State Law. He also referenced Section 302(1)(c) which establishes the role the County's Agriculture & Farmland Protection Board plays related to the Agricultural District. He believed that it was unfair that a positive referral be presented by a dissenting voter without the input from the nine (9) members who voted to the contrary. He requested that the Legislature consider the materials presented and submitted in the letter, along with the expert advice prepared by the Agriculture & Farmland Protection Board to ultimately vote on including Ridge Ranch into the County's Agricultural District. He asked that the Legislature adjourn tonight's vote to the next meeting of the Full Legislature in order to review the submissions.

Jessica Jarrett, owner and operator of Lobster Hill Farm in Brewster, NY, where she specializes in pasture raised poultry for meat and eggs, forest raise pork, and breeds goats for both dairy and meat. She explained that there was a desire for ethically raised locally sourced protein. The demand was so high that they decided to purchase a larger piece of property and expand the farm. She explained that they looked for a property over the required seven (7) acre that had rocks and hillsides for the goat herd, as well as a potential pasture for pigs. She stated that the property may not be prime agricultural land, but they are rotationally grazing livestock which not only keeps the animals healthy, but also improves the soil quality, in turn improving the drinking water quality. She stated since moving to the new property last March, production has increased 1,000%. She explained that she has a contract with Cornell Cooperative Extension to supply protein for one (1) of their programs. She stated that Second Chance Foods in Brewster, NY also used grant funding to purchase chicken from her farm. They also sell

directly to the consumer. She stated that their desire to be in the Agricultural District is to continue to expand and meet the community's needs. She stated that they would be protected under NYS Agricultural Law and not subject to their town zoning rules. She stated that the Town of Southeast has a rule that you need at least five (5) acres to have a rooster. If you have over five (5) acres you can have two (2) roosters. If you have multiple five (5) acres you do not get more than two (2) roosters. She explained the importance of roosters such as, protecting the hens, show them where the food is, keep them safe from predator attacks by sometimes sacrificing themselves. She stated that they also fertilize the flock. She stated that she has 75 acres and has two (2) roosters and 200 hens. She stated that two (2) roosters cannot protect 200 hens. She stated that this is one (1) example of why farms need different regulations. She requested the Legislature to vote in favor of Lobster Hill Farm being included in the Agricultural District.

Joe Montuori, Town of Carmel Resident, stated that he is a customer of Lobster Hill Farm. He believed that we should encourage farmers to do business in our County and encourage a local source of food. She stated that they are also providing food for local charities. He hoped that this was taken into consideration when reviewing their application.

Lisa Frese, Katonah Resident, stated that she was supporting Ridge Ranch being recognized and zoned as an agricultural farm within our community. She stated as the daughter of one (1) of the former Chairs of the Environmental Conservation Board of Carmel, NY, and the owner of Emerald's Farm in Katonah, NY a small farm of rescued animals, she had the pleasure of collaborating with Ridge Ranch on numerous occasions. Beyond providing them with animals, Ridge Ranch has been a collaborative partner in promoting animal welfare and educational programming in our community. She stated that Ridge Ranch consistently demonstrates a deep commitment to sustainable farming practices and community education. She strongly urged the Legislature to support this ranch in its endeavors.

Andrew Jarrett, Lobster Hill Farm, provided the Legislature with a document on the soil grade for Putnam County and a map of a horse farm down the road from them on Foggintown road in Brewster, NY. He stated that the horse farm on Foggintown road falls into the 1.45% of prime farmland. He stated that it does not meet the 50% requirement in Resolution #139 of 2007. He stated that he did not know when they got into the Agricultural District. He stated that the County itself has just over 23% prime farmland based on the same documentation that Neal Tomann used. He stated that of 150,000 acres, 120,000 acres that are not viable farmland. He stated that groups 1-6 are viable farmland for NYS, however groups 7-8 are suitable farmland. He stated that in speaking with someone from NYS, his recommendation is that the Legislature reconsider Resolution #139 of 2007 to include groups seven (7) and eight (8) which would put Lobster Hill Farm over the 50% that they would need. He stated that none of the information in the resolution takes into consideration what kind of farming is done on the land. He stated that they are not tilling at Lobster Hill Farm; they are rotational grazing raising proteins.

Joey Mancuso, Big Red Barn Farm in Putnam Valley, stated that she previously sent the Legislature a letter that reinforced her goals and desires. She stated that it was a disheartening meeting regarding the soil quality and things of that nature being that she is an equine facility with the appropriate acreage. She stated that part of running this

facility is also being able to rescue and/or adopt retired racehorses. She stated that, unfortunately, those racehorses that are not either rescued or adopted are sold to slaughterhouses. She stated that the Town Zoning Board has actually encouraged her to pursue this and help her become a farm.

Samantha Castillo, who resides on the Big Red Barn Farm property, stated that she has been a tenant at this property for seven (7) years. She stated that her two (2) children have benefited from the opportunity to learn how to care for the animals. She stated that they would love to see the farm be able to grow and for Joey to achieve her goal in rescuing horses.

Andrew Jarrett explained that out of the nine (9) properties in the Agricultural District that he looked at using the mapping system, only three (3) of the properties qualify over the 50% prime farmland. He stated that a couple of them are long time farms, one (1) in the opposite direction down the road from him, Boni-Bell Farm is at 32.1% prime farmland. He stated that an equine down the road is at 5.81%. He stated that Rider Farm and Glenwood is over the 50%. He explained that some of these farms have been in the Agricultural District for awhile and there have been two (2) reviews. He stated that they have not been held to the same standard that we are currently being held to. He finds it very disheartening that we are now being held to a standard that nobody else has been held to.

Maddie Sansone of Mohegan Lake stated that she is a boarder at the Big Red Barn Farm. She is a horseback riding instructor who has worked at many different farms. She stated that Joey has provided a blessing during difficult times. She stated that the industry is not easy, and it is held to certain standards that other farms are not held to because of the type of animals we work with. She stated that without the protection of Agricultural zoning, you are looking at an extreme financial burden, and many bridges that are hard to cross on our own. She had nothing but nice things to say about Joey Mancuso who provides a nice place for people to enjoy these animals.

Dr. Megan Moore of Hopewell Junction stated that she is a veterinarian and the Program Director for the Westchester Community College Veterinary Technology Program. She is speaking on behalf of Ridge Ranch Farm. She stated that they have established a relationship with them this year to serve as an animal resource for our student program. She stated that having Ridge Ranch accessible to our students is huge for the industry of the Veterinary Technology Program as well as the Westchester Community College.

Susan Moga of Sherman Connecticut stated that she was speaking on behalf of Ridge Ranch Farm as well. She explained that she ran Muscote Farm in Somers, NY for many years. She stated that education of our youth is key to our future as far as agriculture. She stated that Ridge Ranch Farm is trying to educate the next generation, giving them the opportunity for hands on learning.

There being no further comments; at 7:26 P.M., Chairman Jonke made a motion to adjourn; seconded by Legislator Crowley. All in favor.

Respectfully submitted by Diane Schonfeld, Clerk.

THE PUTNAM COUNTY LEGISLATURE

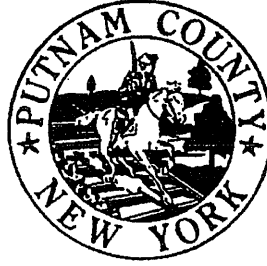
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**AGENDA  
PUBLIC HEARING  
ON INCLUSION IN THE AGRICULTURAL DISTRICT  
TO BE HELD BY THE  
PUTNAM COUNTY LEGISLATURE  
IN THE  
HISTORIC COURTHOUSE  
CARMEL, NEW YORK 10512**

**Tuesday**

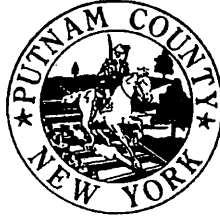
**August 6, 2024**

**6:45 P.M.**

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Reading of Public Notice**
- 4. Procedure for Comment - Legislative Chairman Jonke**
- 5. Public Comment**
- 6. Adjournment**

**Michele Alfano- Sharkey**  
*County Auditor*

**Francine Romeo**  
*Deputy County Auditor*



**COUNTY AUDITOR**

#50

**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 *(MAS)*

**DATE:** October 29, 2024

**RE:** Refund of Taxes

This is the report for October 29, 2024 provided by Real Property Tax Law- Section 556, Paragraph (c).

There was no activity during this reporting period.

#60

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – LITIGATION SETTLEMENT - ANDREW KRIVAK V. COUNTY OF PUTNAM**

**WHEREAS, following the acquittal of Defendant Andrew Krivak on February 23, 2023 after a second retrial of his initial 1997 conviction for a 1994 rape-homicide in Putnam County Court; and**

**WHEREAS, Plaintiff Andrew Krivak on or about August 8, 2023, commenced action against the County of Putnam, the Putnam County District Attorney’s Office, the Putnam County Sheriff’s Office and other named defendants in the United States District Court, Southern District of New York, alleging civil rights violations resulting in his wrongful imprisonment, including, *inter alia*, an alleged wrongful arrest and prosecution and denial of a fair trial by fabrication of evidence in violation of his due process rights; and**

**WHEREAS, Plaintiff sought recovery for compensatory damages in an undetermined amount as well as costs, disbursements, attorney’s fees and interest; and**

**WHEREAS, following protracted litigation and intensive mandatory mediation with Plaintiff’s counsel, the Claims Committee for the New York Municipal Insurance Reciprocal (NYMIR), the County’s insurance carrier, recently arrived at a negotiated settlement value for this case of twenty million (\$20,000,000.00) dollars; and**

**WHEREAS, Plaintiff agreed to a settlement with the County, the Sheriff’s Office and District Attorney’s Office, subject to the Legislature’s approval, in which the County agreed to pay Plaintiff the sum of twenty million (\$20,000,000.00) dollars; and**

**WHEREAS, the County Attorney, the County’s outside counsel, Lewis Silverman, Esq., and NYMIR’s claims representative, with the approval of outside counsel for both the Sheriff’s Office and District Attorney’s Office, have recommended the aforementioned settlement as an alternative to trial; and**

**WHEREAS, in connection with this settlement, the County shall be responsible only for payment of a combined deductible of two hundred thousand dollars (\$200,000.00) pursuant to the County’s insurance policy with NYMIR; and**

**WHEREAS, counsel for the County of Putnam, with the approval of outside counsel for both the Sheriff’s Office and District Attorney’s Office, has in fact settled the matter with Plaintiff for the sum of twenty million (\$20,000,000.00) dollars; and Plaintiff shall execute the required General Release and Settlement Agreement, which, upon approval by the Legislature, a Stipulation of Discontinuance will be filed with the Court, thereby discontinuing this matter and allowing Plaintiff to receive his settlement payment in the agreed upon amount; and**

**WHEREAS, the aforementioned settlement is in the public interest and avoids the costs of further litigation, additional attorney’s fees and costs, and the risk of a high jury verdict; now therefore be it**

**RESOLVED, that the proposed settlement of this matter for the sum of twenty million (\$20,000,000.00) dollars with the County only being responsible for payment of a combined deductible of two hundred thousand dollars (\$200,000.00) pursuant to the County’s insurance policy with NYMIR, is hereby approved; and be it further**

**RESOLVED, that the County Executive is hereby authorized to sign any required settlement documents on behalf of the County, including a Settlement Agreement and Release, with respect thereto.**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

#66

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**A LOCAL LAW STRENGTHENING THE TERM LIMIT PROVISIONS FOR THE OFFICE OF PUTNAM COUNTY LEGISLATOR**

**Section 1. The Legislature of the County of Putnam, New York hereby makes the following findings and determinations:**

**(a) that Local Law No. 8 of 2013 ("Local Law No. 8"), enacted by the County Legislature on July 2, 2013, sets forth a term limits regime for the office of County Legislator which currently may be amended merely by the favorable vote of two-thirds of all the members of the County Legislature, subject to permissive referendum; and**

**(b) that a system of governmental term limits engenders transparency in government, promotes the accountability of public officials, and increases public trust, as well as provides for the opportunity for new voices and new ideas to be heard; and**

**(c) that in order to engender transparency in government, promote accountability, and to increase public trust, this County Legislature is desirous of requiring a unanimous vote of the County Legislature in order to amend, modify or repeal term limits for the office of County Legislator; and**

**(d) that this County Legislature finds and determines that this Local Law changes its voting power and curtails its power relative to the amending, modifying or repealing of the term limits procedures of the County Legislature by increasing the number of affirmative votes necessary of the County Legislature in order to amend, modify or repeal the term limits procedures of the office of County Legislator, and**

**(e) that this County Legislature hereby finds and determines that this Local Law embraces only one subject: that of the term of the office of County Legislator,**

**NOW THEREFORE, BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF PUTNAM AS FOLLOWS:**

**Section 2. Article 2, Section 2.02 of the Putnam County Charter is hereby amended to read as follows:**

**A. The County Legislators shall be elected for terms of three (3) years at the general elections hereinafter provided and every three (3) years thereafter as follows:**

- Legislator Addonizio \_\_\_\_\_
- Legislator Castellano \_\_\_\_\_
- Legislator Crowley \_\_\_\_\_
- Legislator Ellner \_\_\_\_\_
- Legislator Gouldman \_\_\_\_\_
- Legislator Montgomery \_\_\_\_\_
- Legislator Nacerino \_\_\_\_\_
- Legislator Sayegh \_\_\_\_\_
- Chairman Jonke \_\_\_\_\_

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**(1) At the general election held in November of 2026, County Legislators from Legislative Districts Two, Three and Eight shall be elected for said term of three years.**

**(2) At the general election held in November of 2027, County Legislators from Legislative Districts One, Four and Seven shall be elected for said term of three years.**

**(3) At the general election held in November of 2025, County Legislators from Legislative Districts Five, Six and Nine shall be elected for said term of three years.**

**B. With the exception of a partial term, the County Legislators shall serve a maximum of four (4) terms.**

**C. With the exception of a partial term, in no instance may a Legislator serve more than four terms or 12 years, whichever is less.**

**D. Except in the instance where a general or special state law would otherwise necessitate, amending, modifying or repealing the term limit provisions as set forth in this Section 2.02 may only be accomplished by the enactment of a local law adopted by the County Legislature by a unanimous vote of the whole of its number, subject to referendum on petition as provided in the Municipal Home Rule Law.**

**Section 3. Article 3, Section 3.04-B(d) of the Putnam County Charter is hereby amended by adding the following paragraphs:**

**(d) Reconsideration.**

**Except as otherwise set forth in this Section 3.04-B, a vetoed enactment shall be resubmitted to the County Legislature together with the veto message at its next regular or special meeting, and such message shall be entered into its Book of Proceedings. Within thirty (30) days after such receipt and entry, the County Legislature may reconsider the vetoed enactment and pass the same over the County Executive's objections by a favorable vote of two-thirds (2/3) of the whole of its number on a roll-call vote. Only one such reconsideration vote shall be taken on any single vetoed enactment.**

**Other than the veto of an enactment necessitated by the passage of a general or special state law, a vetoed enactment amending, modifying or repealing the term limit provisions as set forth in Section 2.02 of the County Charter shall be resubmitted to the County Legislature together with the veto message at its next regular or special meeting, and such message shall be entered into its Book of Proceedings. Within thirty (30) days after**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_



Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

such receipt and entry, the County Legislature may reconsider the vetoed enactment and pass the same over the County Executive's objections by a unanimous vote of the whole of its number on a roll-call vote. Only one such reconsideration vote shall be taken on any single vetoed enactment.

**Section 4. Article 15, Section 15.01 of the Putnam County Charter is hereby amended by adding the following paragraphs:**

Except as otherwise set forth in this Section 15.01, a Charter amendment may be proposed by a member of the County Legislature, the County Executive or the Legislative bodies of any of the towns or villages of the County. The proposal must then be enacted by a local law passed by a two-thirds (2/3) vote of the County Legislature subject to referendum on petition as provided in the Municipal Home Rule Law. Any proposed amendment which would have the effect of transferring a function or duty of the County or of a town, village, district or other unit of local government of the County shall not become operative unless it is approved by mandatory referendum. Any amendment which would create or abolish an elected office; change the power of an elected County officer during his or her term of office; abolish, curtail or transfer to another County officer or agency any power of an elected County officer, or change the method of election of the County Legislature, but not including decennial reapportionment, shall be subject to a permissive referendum.

Except in the instance where a general or special state law would necessitate such, a Charter amendment amending, modifying or repealing the term limit provisions as set forth in Section 2.02 of the County Charter may only be enacted by a local law passed by a unanimous vote of the County Legislature, subject to referendum on petition as provided in the Municipal Home Rule Law.

**Section 5. If any provision of this Local Law is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Local Law shall be construed and enforced as if such illegal or invalid provision had never been included.**

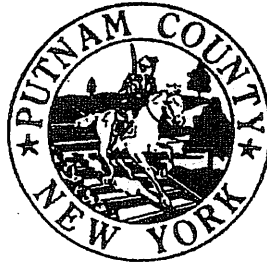
**Section 6. Pursuant to Section 34(5) of the Municipal Home Rule Law, this Local Law shall take effect sixty (60) days after its final enactment and is subject to permissive referendum.**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

THE PUTNAM COUNTY LEGISLATURE

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

Paul E. Jonke *Chairman*  
Amy E. Sayegh *Deputy Chair*  
Diane Schonfeld *Clerk*  
Robert Firriolo *Counsel*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Ginny Nacerino	Dist. 4
Greg E. Ellner	Dist. 5
Paul E. Jonke	Dist. 6
Joseph Castellano	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

MEMORANDUM

TO: All Legislators

FROM: Paul Jonke  
Chairman, Putnam County Legislature

A handwritten signature in black ink, appearing to read "Paul Jonke", is written over the printed name and title in the "FROM:" field.

DATE: October 18, 2024

RE: Local Laws approved at Special Rules Meeting on October 8, 2024  
Strengthening Term Limit Provisions for Office of Putnam County Executive &  
Office of Putnam County Legislator

At the Special Meeting of the Rules, Enactments & Intergovernmental Relations Committee on October 8, 2024, two resolutions were approved: 1) a Local Law Strengthening the Term Limit Provisions for the Office of Putnam County Legislator; and 2) a Local Law Strengthening the Term Limit Provisions for the Office of Putnam County Executive.

Both local laws would amend Article 3, Section 3.04-B(d), and Article 15, Section 15.01 of the Putnam County Charter. Subsequent to the Committee's approval of the resolutions, I found that, if both local laws were enacted, the result could be that both sets of amendments made by the two local laws do not appear in the Charter when the amended Charter is published. That is, one set of amendments could be read to be replacing another set of amendments, which would not be the intent of the Legislature if it enacts both local laws.

I have therefore requested two small but important technical revisions be made to the wording in both resolutions that would ensure that if both resolutions are enacted, both sets of amendments to Section 3.04-B(d) and Section 15.01 will appear in Charter.

The resolutions approved by the Rules Committee read, in relevant part:

"Section 3. Article 3, Section 3.04-B(d) of the Putnam County Charter is hereby amended to read as follows:"

and

"Section 4. Article 15, Section 15.01 of the Putnam County Charter is hereby amended to read as follows:"

The revised resolutions (attached) read, in relevant part:

“Section 3. Article 3, Section 3.04-B(d) of the Putnam County Charter is hereby amended by adding the following paragraphs.”

and

“Section 4. Article 15, Section 15.01 of the Putnam County Charter is hereby amended by adding the following paragraphs.”

As you can see, the only change is replacing the “amended to read as follows:” wording with “amended by adding the following paragraphs:”. By making clear that each resolution is adding an amended Section 3.04-B(d) and an amended Section 15.01, both sets of amendments should appear in the Charter if both local laws are enacted.

These revised resolutions make no changes to the resulting Charter provisions that would be enacted, as approved by the Rules Committee. The only change to the resolutions are technical ones that determine how the provisions would appear in the Charter when they are published.

I intend to move to substitute these revised resolutions for the resolutions approved by the Rules Committee when the full Legislature takes up their consideration. For your convenience, I have also attached to this memorandum redline versions of the Charter sections as they would be amended by the resolutions moved forward by the Rules Committee.

A LOCAL LAW STRENGTHENING THE TERM LIMIT PROVISIONS FOR THE OFFICE OF PUTNAM COUNTY LEGISLATOR.

**Section 1.** The Legislature of the County of Putnam, New York hereby makes the following findings and determinations:

(a) that Local Law No. 8 of 2013 (“Local Law No. 8”), enacted by the County Legislature on July 2, 2013, sets forth a term limits regime for the office of County Legislator which currently may be amended merely by the favorable vote of two-thirds of all the members of the County Legislature, subject to permissive referendum; and

(b) that a system of governmental term limits engenders transparency in government, promotes the accountability of public officials, and increases public trust, as well as provides for the opportunity for new voices and new ideas to be heard; and

(c) that in order to engender transparency in government, promote accountability, and to increase public trust, this County Legislature is desirous of requiring a unanimous vote of the County Legislature in order to amend, modify or repeal term limits for the office of County Legislator; and

(d) that this County Legislature finds and determines that this Local Law changes its voting power and curtails its power relative to the amending, modifying or repealing of the term limits procedures of the County Legislature by increasing the number of affirmative votes necessary of the County Legislature in order to amend, modify or repeal the term limits procedures of the office of County Legislator, and

(e) that this County Legislature hereby finds and determines that this Local Law embraces only one subject: that of the term of the office of County Legislator,

NOW THEREFORE, BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF PUTNAM AS FOLLOWS:

**Section 2.** Article 2, Section 2.02 of the Putnam County Charter is hereby amended to read as follows:

A. The County Legislators shall be elected for terms of three (3) years at the general elections hereinafter provided and every three (3) years thereafter as follows:

(1) At the general election held in November of 2026, County Legislators from Legislative Districts Two, Three and Eight shall be elected for said term of three years.

(2) At the general election held in November of 2027, County Legislators from Legislative Districts One, Four and Seven shall be elected for said term of three years.

(3) At the general election held in November of 2025, County Legislators from Legislative Districts Five, Six and Nine shall be elected for said term of three years.

B. With the exception of a partial term, the County Legislators shall serve a maximum of four (4) terms.

C. With the exception of a partial term, in no instance may a Legislator serve more than four terms or 12 years, whichever is less.

D. Except in the instance where a general or special state law would otherwise necessitate, amending, modifying or repealing the term limit provisions as set forth in this Section 2.02 may only be accomplished by the enactment of a local law adopted by the County Legislature by a unanimous vote of the whole of its number, subject to referendum on petition as provided in the Municipal Home Rule Law.

**Section 3.** Article 3, Section 3.04-B(d) of the Putnam County Charter is hereby amended by adding the following paragraphs:

(d) Reconsideration.

Except as otherwise set forth in this Section 3.04-B, a vetoed enactment shall be resubmitted to the County Legislature together with the veto message at its next regular or special meeting, and such message shall be entered into its Book of Proceedings. Within thirty (30) days after such receipt and entry, the County Legislature may reconsider the vetoed enactment and pass the same over the County Executive's objections by a favorable vote of two-thirds (2/3) of the whole of its number on a roll-call vote. Only one such reconsideration vote shall be taken on any single vetoed enactment.

Other than the veto of an enactment necessitated by the passage of a general or special state law, a vetoed enactment amending, modifying or repealing the term limit provisions as set forth in Section 2.02 of the County Charter shall be resubmitted to the County Legislature together with the veto message at its next regular or special meeting, and such message shall be entered into its Book of Proceedings. Within thirty (30) days after such receipt and entry, the County Legislature may reconsider the vetoed enactment and pass the same over the County Executive's objections by a unanimous vote of the whole of its number on a roll-call vote. Only one such reconsideration vote shall be taken on any single vetoed enactment.

**Section 4.** Article 15, Section 15.01 of the Putnam County Charter is hereby amended by adding the following paragraphs:

Except as otherwise set forth in this Section 15.01, a Charter amendment may be proposed by a member of the County Legislature, the County Executive or the Legislative bodies of any of the towns or villages of the County. The proposal must then be enacted by a local law passed by a two-thirds (2/3) vote of the County Legislature subject to referendum on petition as provided in the Municipal Home Rule Law. Any proposed amendment which would have the effect of transferring a function or duty of the County or of a town, village, district or other unit of local government of the County shall not become operative unless it is approved by mandatory referendum. Any amendment which would create or abolish an elected office; change the power of an elected County officer during his or her term of office; abolish, curtail or transfer to another County officer or agency any power of an elected County officer, or change the method of election

of the County Legislature, but not including decennial reapportionment, shall be subject to a permissive referendum.

Except in the instance where a general or special state law would necessitate such, a Charter amendment amending, modifying or repealing the term limit provisions as set forth in Section 2.02 of the County Charter may only be enacted by a local law passed by a unanimous vote of the County Legislature, subject to referendum on petition as provided in the Municipal Home Rule Law.

**Section 5.** If any provision of this Local Law is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Local Law shall be construed and enforced as if such illegal or invalid provision had never been included.

**Section 6.** Pursuant to Section 34(5) of the Municipal Home Rule Law, this Local Law shall take effect sixty (60) days after its final enactment and is subject to permissive referendum.

§ 2.02 Term.

A. The County Legislators shall be elected for terms of three (3) years at the general elections hereinafter provided and every three (3) years thereafter as follows:

(1) At the general election held in November of ~~2002~~2026, County Legislators from Legislative Districts Two, Three and Eight shall be elected for said term of three years.

(2) At the general election held in November of ~~2003~~2027, County Legislators from Legislative Districts One, Four and Seven shall be elected for said term of three years.

(3) At the general election held in November of ~~2004~~2025, County Legislators from Legislative Districts Five, Six and Nine shall be elected for said term of three years.

B. With the exception of a partial term, the County Legislators shall serve a maximum of four (4) terms.

~~B. The County Legislators shall serve a maximum of four (4) terms, regardless of the fact that a "term" may not have been three (3) years, and whether or not consecutive, in his/her lifetime.~~

~~C. For the purposes of this Section, the service of any portion of a term, no matter how small, shall be considered a full term.~~

~~DC. In~~ With the exception of a partial term, in no instance may a Legislator serve more than four terms or 12 years, whichever is less.

~~E. Any person serving more than four (4) terms or twelve (12) years as a Legislator at the time of the adoption of this local law, shall be permitted to run for one (1) additional three (3) year term.~~

D. Except in the instance where a general or special state law would otherwise necessitate, amending, modifying or repealing the term limit provisions as set forth in this Section 2.02 may only be accomplished by the enactment of a local law adopted by the County Legislature by a unanimous vote of the whole of its number, subject to referendum on petition as provided in the Municipal Home Rule Law.

§ 3.04-B Executive action on local laws.

(d) Reconsideration. A

Except as otherwise set forth in this Section 3.04-B, a vetoed enactment shall be resubmitted to the County Legislature together with the veto message at its next regular or special meeting, and such message shall be entered into its Book of Proceedings. Within thirty (30) days after such receipt and entry, the County Legislature may reconsider the vetoed enactment and pass the same over the County Executive's objections by a favorable vote of two-thirds (2/3) of the whole of its number on a roll-call vote. Only one such reconsideration vote shall be taken on any single vetoed enactment.

Other than the veto of an enactment necessitated by the passage of a general or special state law, a vetoed enactment amending, modifying or repealing the term limit provisions as set forth in Section 2.02 of the County Charter shall be resubmitted to the County Legislature together with the veto message at its next regular or special meeting, and such message shall be entered into its Book of Proceedings. Within thirty (30) days after such receipt and entry, the County Legislature may reconsider the vetoed enactment and pass the same over the County Executive's objections by a unanimous vote of the whole of its number on a roll-call vote. Only one such reconsideration vote shall be taken on any single vetoed enactment.

§ 15.01 Amendment of the Charter.

Except as otherwise set forth in this Section 15.01, a Charter amendment may be proposed by a member of the County Legislature, the County Executive or the Legislative bodies of any of the towns or villages of the County. The proposal must then be enacted by a local law passed by a two-thirds (2/3) vote of the County Legislature subject to referendum on petition as provided in the Municipal Home Rule Law. Any proposed amendment which would have the effect of transferring a function or duty of the County or of a town, village, district or other unit of local government of the County shall not become operative unless it is approved by mandatory referendum. Any amendment which would create or abolish an elected office; change the power of an elected County officer during his or her term of office; abolish, curtail or transfer to another County officer or agency any power of an elected County officer, or change the method of election of the County Legislature, but not including decennial reapportionment, shall be subject to a permissive referendum.

Except in the instance where a general or special state law would necessitate such, a Charter amendment amending, modifying or repealing the term limit provisions as set forth in Section 2.02 of the County Charter may only be enacted by a local law passed by a unanimous vote of the County Legislature, subject to referendum on petition as provided in the Municipal Home Rule Law.



#60

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**A LOCAL LAW STRENGTHENING THE TERM LIMIT PROVISIONS FOR THE OFFICE OF PUTNAM COUNTY EXECUTIVE.**

**Section 1. The Legislature of the County of Putnam, New York hereby makes the following findings and determinations:**

**(a) that Local Law No. 8 of 2011 ("Local Law No. 8"), enacted by the County Legislature on January 4, 2011, sets forth a term limits regime for the office of County Executive which currently may be amended merely by the favorable vote of two-thirds of all the members of the County Legislature, subject to permissive referendum; and**

**(b) that a system of governmental term limits engenders transparency in government, promotes the accountability of public officials, and increases public trust, as well as provides for the opportunity for new voices and new ideas to be heard; and**

**(c) that in order to engender transparency in government, promote accountability, and to increase public trust, this County Legislature is desirous of requiring a unanimous vote of the County Legislature in order to amend, modify or repeal term limits for the office of County Executive; and**

**(d) that this County Legislature finds and determines that this Local Law changes its voting power and curtails its power relative to the amending, modifying or repealing of the term limits procedures of the County Executive by increasing the number of affirmative votes necessary of the County Legislature in order to amend, modify or repeal the term limits procedures of the office of County Executive, and**

**(e) that this County Legislature hereby finds and determines that this Local Law embraces only one subject: that of the term of the office of County Executive,**

**NOW THEREFORE, BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF PUTNAM AS FOLLOWS:**

**Section 2. Article 3, Section 3.01 of the Putnam County Charter is hereby amended by adding a second paragraph to such Section:**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

Except in the instance where a general or special state law would otherwise necessitate, amending, modifying or repealing the term limit provisions as set forth in this Section 3.01 may only be accomplished by the enactment of a local law adopted by the County Legislature by a unanimous vote of the whole of its number, subject to referendum on petition as provided in the Municipal Home Rule Law.

Section 3. Article 3, Section 3.04-B(d) of the Putnam County Charter is hereby amended by adding the following paragraphs:

**(d) Reconsideration.**

Except as otherwise set forth in this Section 3.04-B, a vetoed enactment shall be resubmitted to the County Legislature together with the veto message at its next regular or special meeting, and such message shall be entered into its Book of Proceedings. Within thirty (30) days after such receipt and entry, the County Legislature may reconsider the vetoed enactment and pass the same over the County Executive's objections by a favorable vote of two-thirds (2/3) of the whole of its number on a roll-call vote. Only one such reconsideration vote shall be taken on any single vetoed enactment.

Other than the veto of an enactment necessitated by the passage of a general or special state law, a vetoed enactment amending, modifying or repealing the term limit provisions as set forth in Section 3.01 of the County Charter shall be resubmitted to the County Legislature together with the veto message at its next regular or special meeting, and such message shall be entered into its Book of Proceedings. Within thirty (30) days after such receipt and entry, the County Legislature may reconsider the vetoed enactment and pass the same over the County Executive's objections by a unanimous vote of the whole of its number on a roll-call vote. Only one such reconsideration vote shall be taken on any single vetoed enactment.

Section 4. Article 15, Section 15.01 of the Putnam County Charter is hereby amended by adding the following paragraphs:

Except as otherwise set forth in this Section 15.01, a Charter amendment may be proposed by a member of the County Legislature, the County Executive or the Legislative bodies of any of the towns or villages of the County. The proposal must then be enacted by a local law passed by a two-thirds (2/3) vote of the County Legislature subject to referendum on petition as provided in the Municipal Home Rule Law. Any proposed amendment which would have the effect of transferring a function or duty of the County or of a town, village, district or other unit of local government of the County shall not become operative unless it is approved by mandatory referendum. Any amendment which would create or abolish an elected office; change the power of an elected County officer during his or her term of office; abolish, curtail or transfer to another County officer or agency any power of an elected County officer, or change the method of election of the County Legislature, but not including decennial reapportionment, shall be subject to a permissive referendum.

Except in the instance where a general or special state law would necessitate such, a Charter amendment amending, modifying or repealing the term limit provisions as set forth in Section 3.01 of the County Charter may only be enacted by a local law passed by a unanimous vote of the County Legislature, subject to referendum on petition as provided in the Municipal Home Rule Law.

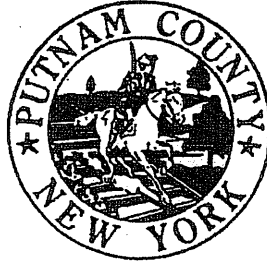
**Section 5. If any provision of this Local Law is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Local Law shall be construed and enforced as if such illegal or invalid provision had never been included.**

**Section 6. Pursuant to Section 34(5) of the Municipal Home Rule Law, this Local Law shall take effect sixty (60) days after its final enactment and is subject to permissive referendum.**

THE PUTNAM COUNTY LEGISLATURE

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

Paul E. Jonke *Chairman*  
Amy E. Sayegh *Deputy Chair*  
Diane Schonfeld *Clerk*  
Robert Firriolo *Counsel*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Ginny Nacerino	Dist. 4
Greg E. Ellner	Dist. 5
Paul E. Jonke	Dist. 6
Joseph Castellano	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

MEMORANDUM

TO: All Legislators

FROM: Paul Jonke  
Chairman, Putnam County Legislature

A handwritten signature in black ink, appearing to read "Paul Jonke", is written over the "FROM:" line.

DATE: October 18, 2024

RE: Local Laws approved at Special Rules Meeting on October 8, 2024  
Strengthening Term Limit Provisions for Office of Putnam County Executive &  
Office of Putnam County Legislator

At the Special Meeting of the Rules, Enactments & Intergovernmental Relations Committee on October 8, 2024, two resolutions were approved: 1) a Local Law Strengthening the Term Limit Provisions for the Office of Putnam County Legislator; and 2) a Local Law Strengthening the Term Limit Provisions for the Office of Putnam County Executive.

Both local laws would amend Article 3, Section 3.04-B(d), and Article 15, Section 15.01 of the Putnam County Charter. Subsequent to the Committee's approval of the resolutions, I found that, if both local laws were enacted, the result could be that both sets of amendments made by the two local laws do not appear in the Charter when the amended Charter is published. That is, one set of amendments could be read to be replacing another set of amendments, which would not be the intent of the Legislature if it enacts both local laws.

I have therefore requested two small but important technical revisions be made to the wording in both resolutions that would ensure that if both resolutions are enacted, both sets of amendments to Section 3.04-B(d) and Section 15.01 will appear in Charter.

The resolutions approved by the Rules Committee read, in relevant part:

"Section 3. Article 3, Section 3.04-B(d) of the Putnam County Charter is hereby amended to read as follows:"

and

"Section 4. Article 15, Section 15.01 of the Putnam County Charter is hereby amended to read as follows:"

The revised resolutions (attached) read, in relevant part:

“Section 3. Article 3, Section 3.04-B(d) of the Putnam County Charter is hereby amended by adding the following paragraphs:”

and

“Section 4. Article 15, Section 15.01 of the Putnam County Charter is hereby amended by adding the following paragraphs:”

As you can see, the only change is replacing the “amended to read as follows:” wording with “amended by adding the following paragraphs:”. By making clear that each resolution is adding an amended Section 3.04-B(d) and an amended Section 15.01, both sets of amendments should appear in the Charter if both local laws are enacted.

These revised resolutions make no changes to the resulting Charter provisions that would be enacted, as approved by the Rules Committee. The only change to the resolutions are technical ones that determine how the provisions would appear in the Charter when they are published.

I intend to move to substitute these revised resolutions for the resolutions approved by the Rules Committee when the full Legislature takes up their consideration. For your convenience, I have also attached to this memorandum redline versions of the Charter sections as they would be amended by the resolutions moved forward by the Rules Committee.

A LOCAL LAW STRENGTHENING THE TERM LIMIT PROVISIONS FOR THE OFFICE OF PUTNAM COUNTY EXECUTIVE.

**Section 1.** The Legislature of the County of Putnam, New York hereby makes the following findings and determinations:

(a) that Local Law No. 8 of 2011 (“Local Law No. 8”), enacted by the County Legislature on January 4, 2011, sets forth a term limits regime for the office of County Executive which currently may be amended merely by the favorable vote of two-thirds of all the members of the County Legislature, subject to permissive referendum; and

(b) that a system of governmental term limits engenders transparency in government, promotes the accountability of public officials, and increases public trust, as well as provides for the opportunity for new voices and new ideas to be heard; and

(c) that in order to engender transparency in government, promote accountability, and to increase public trust, this County Legislature is desirous of requiring a unanimous vote of the County Legislature in order to amend, modify or repeal term limits for the office of County Executive; and

(d) that this County Legislature finds and determines that this Local Law changes its voting power and curtails its power relative to the amending, modifying or repealing of the term limits procedures of the County Executive by increasing the number of affirmative votes necessary of the County Legislature in order to amend, modify or repeal the term limits procedures of the office of County Executive, and

(e) that this County Legislature hereby finds and determines that this Local Law embraces only one subject: that of the term of the office of County Executive,

NOW THEREFORE, BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF PUTNAM AS FOLLOWS:

**Section 2.** Article 3, Section 3.01 of the Putnam County Charter is hereby amended by adding a second paragraph to such Section:

Except in the instance where a general or special state law would otherwise necessitate, amending, modifying or repealing the term limit provisions as set forth in this Section 3.01 may only be accomplished by the enactment of a local law adopted by the County Legislature by a unanimous vote of the whole of its number, subject to referendum on petition as provided in the Municipal Home Rule Law.

**Section 3.** Article 3, Section 3.04-B(d) of the Putnam County Charter is hereby amended by adding the following paragraphs:

(d) Reconsideration.

Except as otherwise set forth in this Section 3.04-B, a vetoed enactment shall be resubmitted to the County Legislature together with the veto message at its next regular or special meeting, and such message shall be entered into its Book of Proceedings. Within thirty (30) days after such

receipt and entry, the County Legislature may reconsider the vetoed enactment and pass the same over the County Executive's objections by a favorable vote of two-thirds (2/3) of the whole of its number on a roll-call vote. Only one such reconsideration vote shall be taken on any single vetoed enactment.

Other than the veto of an enactment necessitated by the passage of a general or special state law, a vetoed enactment amending, modifying or repealing the term limit provisions as set forth in Section 3.01 of the County Charter shall be resubmitted to the County Legislature together with the veto message at its next regular or special meeting, and such message shall be entered into its Book of Proceedings. Within thirty (30) days after such receipt and entry, the County Legislature may reconsider the vetoed enactment and pass the same over the County Executive's objections by a unanimous vote of the whole of its number on a roll-call vote. Only one such reconsideration vote shall be taken on any single vetoed enactment.

**Section 4.** Article 15, Section 15.01 of the Putnam County Charter is hereby amended by adding the following paragraphs:

Except as otherwise set forth in this Section 15.01, a Charter amendment may be proposed by a member of the County Legislature, the County Executive or the Legislative bodies of any of the towns or villages of the County. The proposal must then be enacted by a local law passed by a two-thirds (2/3) vote of the County Legislature subject to referendum on petition as provided in the Municipal Home Rule Law. Any proposed amendment which would have the effect of transferring a function or duty of the County or of a town, village, district or other unit of local government of the County shall not become operative unless it is approved by mandatory referendum. Any amendment which would create or abolish an elected office; change the power of an elected County officer during his or her term of office; abolish, curtail or transfer to another County officer or agency any power of an elected County officer, or change the method of election of the County Legislature, but not including decennial reapportionment, shall be subject to a permissive referendum.

Except in the instance where a general or special state law would necessitate such, a Charter amendment amending, modifying or repealing the term limit provisions as set forth in Section 3.01 of the County Charter may only be enacted by a local law passed by a unanimous vote of the County Legislature, subject to referendum on petition as provided in the Municipal Home Rule Law.

**Section 5.** If any provision of this Local Law is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Local Law shall be construed and enforced as if such illegal or invalid provision had never been included.

**Section 6.** Pursuant to Section 34(5) of the Municipal Home Rule Law, this Local Law shall take effect sixty (60) days after its final enactment and is subject to permissive referendum.

§ 3.01 Chief Executive Officer: election; term; qualifications.

The County Executive shall be elected from the County at large in an even numbered year for a term of four (4) years commencing on the first day of January immediately following his or her election. He or she shall serve a maximum two (2) consecutive full terms. At the time of nomination and election, the County Executive shall be, and he or she shall remain, a qualified elector of Putnam County. He or she shall hold no other elected public or elected political office during his or her term and shall devote his or her full working time to the duties of the office. He or she shall be the highest paid salaried County employee with the exception of those County employees required to be duly licensed to practice medicine in the State of New York as a qualification of employment, the District Attorney or any other employee whose salary is partially or fully set by state law. The compensation of the County Executive shall not be decreased during his or her term of office.

Except in the instance where a general or special state law would otherwise necessitate, amending, modifying or repealing the term limit provisions as set forth in this Section 3.01 may only be accomplished by the enactment of a local law adopted by the County Legislature by a unanimous vote of the whole of its number, subject to referendum on petition as provided in the Municipal Home Rule Law.



§ 3.04-B Executive action on local laws.

(d) Reconsideration. A

Except as otherwise set forth in this Section 3.04-B, a vetoed enactment shall be resubmitted to the County Legislature together with the veto message at its next regular or special meeting, and such message shall be entered into its Book of Proceedings. Within thirty (30) days after such receipt and entry, the County Legislature may reconsider the vetoed enactment and pass the same over the County Executive's objections by a favorable vote of two-thirds (2/3) of the whole of its number on a roll-call vote. Only one such reconsideration vote shall be taken on any single vetoed enactment.

Other than the veto of an enactment necessitated by the passage of a general or special state law, a vetoed enactment amending, modifying or repealing the term limit provisions as set forth in Section 3.01 of the County Charter shall be resubmitted to the County Legislature together with the veto message at its next regular or special meeting, and such message shall be entered into its Book of Proceedings. Within thirty (30) days after such receipt and entry, the County Legislature may reconsider the vetoed enactment and pass the same over the County Executive's objections by a unanimous vote of the whole of its number on a roll-call vote. Only one such reconsideration vote shall be taken on any single vetoed enactment.

§ 15.01 Amendment of the Charter.

Except as otherwise set forth in this Section 15.01, a Charter amendment may be proposed by a member of the County Legislature, the County Executive or the Legislative bodies of any of the towns or villages of the County. The proposal must then be enacted by a local law passed by a two-thirds (2/3) vote of the County Legislature subject to referendum on petition as provided in the Municipal Home Rule Law. Any proposed amendment which would have the effect of transferring a function or duty of the County or of a town, village, district or other unit of local government of the County shall not become operative unless it is approved by mandatory referendum. Any amendment which would create or abolish an elected office; change the power of an elected County officer during his or her term of office; abolish, curtail or transfer to another County officer or agency any power of an elected County officer, or change the method of election of the County Legislature, but not including decennial reapportionment, shall be subject to a permissive referendum.

Except in the instance where a general or special state law would necessitate such, a Charter amendment amending, modifying or repealing the term limit provisions as set forth in Section 3.01 of the County Charter may only be enacted by a local law passed by a unanimous vote of the County Legislature, subject to referendum on petition as provided in the Municipal Home Rule Law.

#6d

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A090) – HEALTH DEPARTMENT – VACCINES**

**WHEREAS, the Commissioner of Health has requested a budgetary amendment (24A090) to purchase additional vaccines for upcoming clinics due to the increase in exotic and international travel; 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:**

**Increase Estimated Revenues:**

**10406500 416025                      Immunization Travel Clinic Fee                      3,000**

**Increase Appropriations:**

**10406500 54484                      Communicable Disease Treatment                      3,000**

**2024 Fiscal Impact – 0 –  
2025 Fiscal Impact – 0 –**

- Legislator Addonizio \_\_\_\_\_
- Legislator Castellano \_\_\_\_\_
- Legislator Crowley \_\_\_\_\_
- Legislator Ellner \_\_\_\_\_
- Legislator Gouldman \_\_\_\_\_
- Legislator Montgomery \_\_\_\_\_
- Legislator Nacerino \_\_\_\_\_
- Legislator Sayegh \_\_\_\_\_
- Chairman Jonke \_\_\_\_\_

cc:all  
A+A

Reso



MICHAEL J. LEWIS  
Commissioner Of Finance

SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

September 16, 2024

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

Dear Ms. Schonfeld,

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following 2024 budgetary amendment which has been submitted for approval.

2024 SEP 19 PM 2:43  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

Increase Estimated Revenues:

10406500 416025 Immunization Travel Clinic Fee \$3,000

Increase Appropriations:

10406500 54484 Communicable Disease Treatment \$3,000

2024 Fiscal Impact -0-  
2025 Fiscal Impact -0-

This amendment to the 2024 Health Department budget is required to purchase additional vaccines for upcoming clinics due to the increase in exotic and international travel.

AUTHORIZATION:

24A090

- Date Department of Finance – between \$0 - \$5,000.00
- Date County Executive - between \$5,000.01 - \$10,000.00
- Date Chairperson – Audit between \$0 - \$10,000.00
- Date Audit & Administration - between \$10,000.01 - \$25,000.00

**MICHAEL J. NESHEIWAT, MD**  
INTERIM COMMISSIONER OF HEALTH



**KEVIN M. BYRNE**  
PUTNAM COUNTY EXECUTIVE

## MEMORANDUM

**TO:** Michael Lewis, Commissioner of Finance

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

**DATE:** September 11, 2024

**RE:** Budgetary Amendment

Please review and approve the Budgetary Amendment for the following Health Department accounts, and upon approval, please forward it to the Legislative Committee.

**Increase Revenue Line: 10406500-416025** **\$3,000**  
Immunization Travel Clinic Fee

**Total Revenue Increase:** **\$3,000**

**Increase Expense Line: 10406500-54484** **\$3,000**  
Communicable Disease Treatment

**Total Expense Decrease:** **\$3,000**

**Fiscal Impact** **(\$0.00)**

Increase in exotic/international travel; Amendment will fund to purchase additional travel vaccines for upcoming Clinics.

WAO: mb

*24A090*

#6e

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A091) – OFFICE OF SENIOR RESOURCES – FOOD EXPENSES**

**WHEREAS, the Director of OSR has requested a budgetary amendment (24A091) to reflect the unprecedented increase in meals served as well as the rising cost of food; and**

**WHEREAS, OSR received confirmation that grant revenues for 2024 were understated, allowing for the department to offset any food expense increases with no fiscal impact for 2024; 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:**

**Increase Revenues:**

<b>10677400 447741</b>	<b>Federal Aid Nutrition</b>	<b>5,151.00</b>
<b>10677400 447741 10185</b>	<b>Federal Aid Nutrition – St Home Delivered</b>	<b>17,091.00</b>
<b>10677800 438011</b>	<b>State Aid Received for Elderly</b>	<b><u>11,525.00</u></b>
		<b>33,767.00</b>

**Increase Expenses:**

<b>10677400 54320</b>	<b>OSR Fed-State Home Delivered Meals</b>	<b>10,609.17</b>
<b>10677400 54326</b>	<b>Commodity Foods</b>	<b>2,751.75</b>
<b>10677400 54320 10185</b>	<b>State Home Delivered Meals</b>	<b>4,890.16</b>
<b>10677400 54326 10185</b>	<b>State Home Delivered Meals</b>	<b>1,309.57</b>
<b>10677800 54320</b>	<b>OSR WIN (Wellness In Nutrition)-Food</b>	<b>11,272.24</b>
<b>10677800 54326</b>	<b>OSR WIN-Commodity Foods</b>	<b><u>2,934.11</u></b>
		<b>33,767.00</b>

**2024 Fiscal Impact – 0 –**  
**2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

cc: all  
A+A

Reso



MICHAEL J. LEWIS  
Commissioner of Finance

SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

September 18, 2024

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

2024 OCT - 1 PM 12: 08  
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 2024 budgetary amendment which has been submitted for approval.

Revenue Lines Increased:

10677400 447741	Federal Aid Nutrition	\$ 5,151.00
10677400 447741 10185	Federal Aid Nutrition-ST Home Delivered	\$17,091.00
10677800 438011	State Aid Received for Elderly	\$11,525.00
	<b>Total</b>	<b>\$33,767.00</b>

Expense Line Increased:

10677400 54320	OSR Fed-State Home delivered meals	\$10,609.17
10677400 54326	Commodity Foods	\$2,751.75
10677400 54320 10185	State Home delivered meals	\$4,890.16
10677400 54326 10185	State Home delivered meals	\$1,309.57
10677800 54320	OSR WIN- Food	\$11,272.24
10677800 54326	OSR WIN-Commodity Foods	\$2,934.11
	<b>Total</b>	<b>\$33,767.00</b>

2024 Fiscal Impact -0-  
2025 Fiscal Impact -0-

This amendment to the 2024 OSR Department budget reflects the unprecedented increase in served meals as well as the rising cost of food. OSR has received confirmation that grant revenues for 2024 were understated, allowing for the department to offset any food expense increases with no fiscal impact for 2024.

AUTHORIZATION:

24A091

Date Department of Finance – between \$0 - \$5,000.00

Date County Executive - between \$5,000.01 - \$10,000.00

Date Chairperson – Audit between \$0 - \$10,000.00

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

Kevin M. Byrne  
County Executive



Michael Cunningham  
Director

## MEMORANDUM

September 18th, 2024

TO: Alexandra Gordon  
CC: Michael Cunningham, Marlene Barrett  
FROM: Thomas DeMarchi, Fiscal Manager  
RE: Incoming Budget Amendment and Budget Transfer

Due to an unprecedented increase in served meals as well as the rising cost of foods and janitorial supplies this fiscal year, the OSR is in danger of overspending these budgets for the remainder of the year. Fortunately, we have received confirmation that we understated our grant revenues for the 2024 year and will be able to offset any food expense increase with a budget amendment of net zero impact. See attachments following this memo for the documentation, and a summary of the proposition below.

Revenue Lines Increased:

10677400-447741:	(\$ 5,151.00)	<i>fed aid nutrition</i>
10677400-447741-10185:	(\$ 17,091.00)	<i>" - state home delivered</i>
10677800-438011:	(\$ 11,525.00)	
<u>Total:</u>	<u>(\$33,767.00)</u>	<i>State aid received for elderly</i>

Expense Line Increased:

10677400 -54320:	\$10,609.17	<i>OSR Fed Cng M - Food - State Home delivered meals</i>
10677400 -54326:	\$2,751.75	<i>Commodity Foods - OSR Fed Cng M</i>
10677400 -54320-10185:	\$4,890.16	
10677400 -54326-10185:	\$1,309.57	<i>OSR Fed Cng M - Commodity Foods</i>
10677800 -54320:	\$11,272.24	<i>OSR WIN - Food</i>
10677800 -54326:	\$2,934.11	<i>OSR WIN - Commodity Foods</i>
<u>Total:</u>	<u>\$33,767.00</u>	

Thank you, if you have any questions or concerns, please feel free to contact our office.

24A091

NEW YORK STATE OFFICE FOR THE AGING  
 TITLE II-C-1  
 2024 FFY TENTATIVE ALLOCATION SCHEDULE

PLANNING AND SERVICE AREA	WEIGHTED POPULATION PERCENTAGE	TENTATIVE AWARD	PERCENT OF STATE ALLOCATION
ALBANY	1.386%	\$408,532	1.379%
ALLEGANY	0.254%	74,869	0.253%
BROOME	1.059%	312,147	1.053%
CATTARAUGUS	0.389%	114,660	0.387%
CAYUGA	0.403%	118,787	0.401%
CHAUTAUQUA	0.760%	224,016	0.756%
CHEMUNG	0.464%	136,767	0.462%
CHENANGO	0.295%	86,953	0.293%
CLINTON	0.381%	112,302	0.379%
COLUMBIA	0.345%	101,691	0.343%
CORTLAND	0.227%	66,910	0.226%
DELAWARE	0.300%	88,427	0.298%
DUTCHESS	1.267%	373,456	1.260%
ERIE	4.824%	1,421,906	4.799%
ESSEX	0.214%	63,078	0.213%
FRANKLIN	0.245%	72,215	0.244%
FULTON	0.294%	86,659	0.292%
GENESEE	0.303%	89,312	0.301%
GREENE	0.283%	83,416	0.282%
HERKIMER	0.371%	109,355	0.369%
JEFFERSON	0.460%	135,588	0.458%
LEWIS	0.136%	56,810	0.192%
LIVINGSTON	0.293%	86,364	0.291%
MADISON	0.331%	97,565	0.329%
MONROE	3.431%	1,011,311	3.413%
MONTGOMERY	0.296%	87,248	0.294%
NASSAU	5.863%	1,728,159	5.832%
NIAGARA	1.175%	346,340	1.169%
ONEIDA	1.295%	381,710	1.288%
ONONDAGA	2.161%	636,969	2.150%
ONTARIO	0.521%	153,568	0.518%
ORANGE	1.430%	421,502	1.422%
ORLEANS	0.204%	60,131	0.203%
OSWEGO	0.518%	152,684	0.515%
OTSEGO	0.328%	96,680	0.326%
PUTNAM	0.371%	109,355	0.369%
RENSELAER	0.679%	200,139	0.675%
ROCKLAND	1.308%	385,541	1.301%
ST. LAWRENCE	0.564%	166,243	0.561%
SARATOGA	0.923%	272,061	0.918%
SCHENECTADY	0.739%	217,825	0.735%
SCHOHARIE	0.185%	56,810	0.192%
SCHUYLER	0.097%	56,810	0.192%
SENECA	0.188%	56,810	0.192%
STEUBEN	0.530%	156,221	0.527%
SUFFOLK	6.000%	1,768,540	5.968%
SULLIVAN	0.420%	123,797	0.418%
TIOGA	0.260%	76,637	0.259%
TOMPKINS	0.353%	104,049	0.351%
ULSTER	0.927%	273,240	0.922%
WARREN/HAMILTON	0.385%	113,621	0.383%
WASHINGTON	0.312%	91,963	0.310%
WAYNE	0.443%	130,577	0.441%
WESTCHESTER	4.394%	1,295,161	4.371%
WYOMING	0.190%	56,810	0.192%
YATES	0.129%	56,810	0.192%
NEW YORK CITY	48.012%	14,151,860	47.758%
SENECA INDIAN RES	0.058%	56,810	0.192%
ST. REGIS MOHAWK	0.026%	56,810	0.192%
TOTAL	99.999%	\$29,632,587	100.000%

C1

10677400-447741 →

←



OFFICE FOR SENIOR RESOURCES  
10677400 - CI

**REVENUES**

Account Code	Description	2023 Estimate	2024 Project	Revenue Computation and State/Federal Aid Formulas
419721	CONTRIBUTIONS OSR NUT	\$ 27,451	\$ 31,200	CONTRIBUTIONS SPECIFIC TO CI FUNDED MEALS
427051	OUTSIDE DONATIONS	\$ 100	\$ 100	GENERAL DONATIONS TO OSR
42770G	REBATES	\$ 239	\$ 189	REBATES RECEIVED DIRECTLY FROM FOOD VENDORS
→ 447741	FED AID NUTRITION	\$ 104,274 \$ 19,806	\$ 104,204 \$ 21,843	FEDERAL CI ALLOCATION NSIP - COMMODITY FOOD ←

**Summary Analysis**

	2022 ACTUAL	2023 BUDGET	2023 ESTIMATE	2024 PROJECTED	Variance	
					\$	%
REVENUES	\$ 239,628	\$ 151,870	\$ 151,870	\$ 157,536	\$ 5,666	4%

NEW YORK STATE OFFICE FOR THE AGING  
 TITLE III-C-2  
 2024 FFY TENTATIVE ALLOCATION SCHEDULE

PLANNING AND SERVICE AREA	WEIGHTED POPULATION PERCENTAGE	TENTATIVE AWARD	PERCENT OF STATE ALLOCATION
ALBANY	1.386%	\$280,090	1.376%
ALLEGANY	0.254%	51,330	0.252%
BROOME	1.059%	214,009	1.051%
CATTARAUGUS	0.389%	78,611	0.386%
CAYUGA	0.403%	81,441	0.400%
CHAUTAUQUA	0.760%	153,585	0.754%
CHEMUNG	0.464%	93,768	0.461%
CHENANGO	0.295%	59,615	0.293%
CLINTON	0.381%	76,995	0.378%
COLUMBIA	0.345%	69,719	0.342%
CORTLAND	0.227%	45,873	0.225%
DELAWARE	0.300%	60,625	0.298%
DUTCHESS	1.267%	256,043	1.258%
ERIE	4.824%	974,862	4.788%
ESSEX	0.214%	43,246	0.212%
FRANKLIN	0.245%	49,511	0.243%
FULTON	0.294%	59,413	0.292%
GENESEE	0.303%	61,232	0.301%
GREENE	0.283%	57,190	0.281%
HERKIMER	0.371%	74,974	0.368%
JEFFERSON	0.460%	92,960	0.457%
LEWIS	0.136%	43,094	0.212%
LIVINGSTON	0.293%	59,211	0.291%
MADISON	0.331%	66,891	0.329%
MONROE	3.431%	693,357	3.406%
MONTGOMERY	0.296%	59,817	0.294%
NASSAU	5.863%	1,184,830	5.820%
NIAGARA	1.175%	237,451	1.166%
ONEIDA	1.295%	261,701	1.285%
ONONDAGA	2.161%	436,708	2.145%
ONTARIO	0.521%	105,287	0.517%
ORANGE	1.430%	288,983	1.419%
ORLEANS	0.204%	43,094	0.212%
OSWEGO	0.518%	104,680	0.514%
OTSEGO	0.328%	66,284	0.326%
PUTNAM	0.371%	74,974	0.368%
RENSSELAER	0.679%	137,216	0.674%
ROCKLAND	1.308%	264,328	1.298%
ST. LAWRENCE	0.564%	113,977	0.560%
SARATOGA	0.923%	186,525	0.916%
SCHENECTADY	0.739%	149,342	0.734%
SCHOHARIE	0.185%	43,094	0.212%
SCHUYLER	0.097%	43,094	0.212%
SENECA	0.188%	43,094	0.212%
STEBEN	0.530%	107,105	0.526%
SUFFOLK	6.000%	1,212,515	5.956%
SULLIVAN	0.420%	84,876	0.417%
TIOGA	0.260%	52,543	0.258%
TOMPKINS	0.353%	71,336	0.350%
ULSTER	0.927%	187,333	0.920%
WARREN/HAMILTON	0.385%	86,189	0.423%
WASHINGTON	0.312%	63,051	0.310%
WAYNE	0.443%	89,524	0.440%
WESTCHESTER	4.394%	887,965	4.361%
WYOMING	0.190%	43,094	0.212%
YATES	0.129%	43,094	0.212%
NEW YORK CITY	48.012%	9,702,546	47.656%
SENECA INDIAN RES	0.058%	43,094	0.212%
ST. REGIS MOHAWK	0.026%	43,094	0.212%
TOTAL	99.999%	\$20,359,483	100.000%

"CII"

106774-10185-44774



OFFICE FOR SENIOR RESOURCES  
10677400-10185 - CII

REVENUES

Account Code	Description	2023 Estimate	2024 Project	Revenue Computation and State/Federal Aid Formulas
419721	CONTRIBUTIONS OSR NUT	\$ 19,183	\$ 13,200	CONTRIBUTIONS SPECIFIC TO CII FUNDED MEALS
427051	OUTSIDE DONATIONS	\$ 100	\$ 100	GENERAL DONATIONS TO OSR
42770G	REBATES	\$ 167	\$ 103	REBATES RECEIVED DIRECTLY FROM FOOD VENDORS
→ 447741	FED AID NUTRITION	\$ 55,234 \$ 13,841	\$ 57,883 \$ 11,904	FEDERAL CII ALLOCATION NSIP - COMMODITY FOOD ←

Summary Analysis

	2022 ACTUAL	2023 BUDGET	2023 ESTIMATE	2024 PROJECTED	Variance	
					\$	%
REVENUES \$	\$ -	\$ 88,525	\$ 88,525	\$ 83,190	\$ (5,335)	-6%

New York State Office For The Aging  
Wellness In Nutrition program  
State Fiscal Year- 4/1/24-3/31/25  
Final Allocation Schedule

<u>Area Agency on Aging</u>	<u>Population 60+</u>	<u>Base Allocation</u>	<u>COLA</u>	<u>Final Allocation</u>
Albany	60,195	\$621,970	\$43,563	\$665,533
Allegany	10,426	\$265,136	\$18,570	\$283,706
Broome	44,485	\$344,907	\$24,157	\$369,064
Cattaraugus	15,918	\$278,094	\$19,478	\$297,572
Cayuga	17,062	\$274,443	\$19,222	\$293,665
Chautauqua	30,565	\$333,527	\$23,360	\$356,887
Chemung	19,339	\$281,115	\$19,689	\$300,804
Chenango	11,797	\$265,193	\$18,574	\$283,767
Clinton	15,552	\$269,065	\$18,845	\$287,910
Columbia	16,219	\$270,857	\$18,971	\$289,828
Cortland	9,246	\$263,445	\$18,452	\$281,897
Delaware	12,947	\$267,248	\$18,718	\$285,966
Dutchess	57,062	\$345,702	\$24,213	\$369,915
Erie	197,246	\$1,434,755	\$100,491	\$1,535,246
Essex	9,835	\$263,603	\$18,463	\$282,066
Franklin	9,358	\$267,947	\$18,767	\$286,714
Fulton	12,488	\$270,469	\$18,944	\$289,413
Genesee	12,908	\$266,447	\$18,662	\$285,109
Greene	11,971	\$265,664	\$18,607	\$284,271
Herkimer	15,022	\$275,146	\$19,271	\$294,417
Jefferson	18,408	\$278,425	\$19,501	\$297,926
Lewis	5,557	\$183,550	\$12,856	\$196,406
Livingston	12,840	\$188,252	\$13,185	\$201,437
Madison	14,426	\$266,562	\$18,670	\$285,232
Monroe	145,640	\$772,097	\$54,078	\$826,175
Montgomery	11,394	\$272,014	\$19,052	\$291,066
Nassau	283,610	\$1,373,344	\$96,190	\$1,469,534
Niagara	47,641	\$350,149	\$24,525	\$374,674
Oneida	52,282	\$615,957	\$43,142	\$659,099
Onondaga	91,166	\$653,963	\$45,804	\$699,767
Ontario	23,803	\$272,018	\$19,052	\$291,070
Orange	59,933	\$607,285	\$42,534	\$649,819
Orleans	8,698	\$261,082	\$18,286	\$279,368
Oswego	22,299	\$279,280	\$19,561	\$298,841
Otsego	14,323	\$269,626	\$18,885	\$288,511
Putnam	18,429	\$188,005	\$13,168	\$201,173
Rensselaer	31,155	\$327,631	\$22,947	\$350,578
Rockland	59,153	\$338,450	\$23,705	\$362,155
St. Lawrence	21,907	\$284,500	\$19,927	\$304,427
Saratoga	43,943	\$282,219	\$19,767	\$301,986
Schenectady	31,758	\$328,889	\$23,036	\$351,925
Schoharie	7,560	\$184,720	\$12,938	\$197,658
Schuyler	4,386	\$180,306	\$12,629	\$192,935
Seneca	7,717	\$184,580	\$12,928	\$197,508
Steuben	21,915	\$281,761	\$19,735	\$301,496
Suffolk	285,071	\$1,274,561	\$89,271	\$1,363,832
Sullivan	16,666	\$274,607	\$19,234	\$293,841
Tioga	11,221	\$186,207	\$13,042	\$199,249
Tompkins	16,042	\$266,435	\$18,661	\$285,096
Ulster	39,054	\$332,842	\$23,312	\$356,154
Warren/Hamilton	17,481	\$269,131	\$18,850	\$287,981
Washington	13,633	\$266,938	\$18,696	\$285,634
Wayne	19,328	\$272,193	\$19,065	\$291,258
Westchester	192,309	\$1,360,600	\$95,297	\$1,455,897
Wyoming	8,211	\$185,866	\$13,018	\$198,884
Yates	5,913	\$183,240	\$12,834	\$196,074
New York City	1,407,635	\$14,067,767	\$985,313	\$15,053,080
Seneca Nation	1,608	\$89,845	\$6,293	\$96,138
St. Regis Mohawk	447	\$89,886	\$6,296	\$96,182
Total	3,684,203	35,469,516	2,484,300	\$37,953,816

"Win"

106778-438011 →

←

OFFICE FOR SENIOR RESOURCES  
10677800 - WIN

REVENUES

Account Code	Description	2023 Estimate	2024 Project	Revenue Computation and State/Federal Aid Formulas
419721	CONTRIBUTIONS OSR NUT	\$ 33,631	\$ 30,600	CONTRIBUTIONS SPECIFIC TO WIN FUNDED MEALS AND TRANSPORTATION
427051	OUTSIDE DONATIONS	\$ 100	\$ 100	GENERAL DONATIONS TO OSR
42770G	REBATES	\$ 293	\$ 208	REBATES RECEIVED DIRECTLY FROM FOOD VENDORS
→ 438011	ST AID REC FOR ELDERLY	\$ 148,842	\$ 176,367	STATE WIN ALLOCATION ←
447725	FED AID WIN	\$ 24,266	\$ -	
447741	FED AID NUTRITION	\$ -	\$ 24,039	NSIP - COMMODITY FOOD

Summary Analysis

	2022 ACTUAL	2023 BUDGET	2023 ESTIMATE	2024 PROJECTED	Variance	
					\$	%
REVENUES	\$ 250,125	\$ 365,898	\$ 207,132	\$ 231,314	\$ (134,584)	-37%

#6f

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A092) - DEPARTMENT OF PUBLIC WORKS  
– ROAD MACHINERY – SUBCONTRACTOR & AUTOMOTIVE**

**WHEREAS, the Commissioner of DPW has requested a budgetary amendment (24A092) to cover unexpended major repairs through the end of the 2024 fiscal year; 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:**

**Increase Appropriations:**

<b>10513000 54410</b>	<b>Road Machinery/Subcontractor</b>	<b>30,000</b>
<b>10513000 54370</b>	<b>Road Machinery/Automotive</b>	<b>20,000</b>

**Decrease Appropriations:**

<b>10331000 54647</b>	<b>Road Machinery</b>	<b>50,000</b>
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**Inter-transfer Funds:**

<b>03021310 428661</b>	<b>Transfer in from County Road Mach.</b>	<b>50,000</b>
<b>10331000 59010</b>	<b>Transfer to County Road Machinery</b>	<b>50,000</b>

**2024 Fiscal Impact – 0 –**

**2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_



MICHAEL J. LEWIS  
Commissioner of Finance

SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

September 18, 2024

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

Dear Ms. Schonfeld,

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

Increase Appropriations:

10513000	54410	Road Machinery/Subcontractor	\$30,000
10513000	54370	Road Machinery/Automotive	\$ 20,000

Decrease Appropriations:

10331000	54647	Road Machinery	\$50,000
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Inter-transfer Funds

03021310	428661	Transfer in From County Road Machinery	\$50,000
10331000	59010	Transfer to County Road Machinery	\$50,000

2024 Fiscal Impact -0-  
2025 Fiscal Impact -0-

This amendment to the 2024 Highway Department budget reflects the proposed allocation of funds to cover unexpended major repairs through the end of the 2024 fiscal year.

AUTHORIZATION:

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

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

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

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

**24A092 REVISED**

cc All  
Audit  
Reso  
#4d.  
Revised

2024 OCT 25 PM 4:28  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

**Michele Alfano-Sharkey**

---

**From:** Kerriane Knapp  
**Sent:** Thursday, October 24, 2024 11:19 AM  
**To:** Alexandra Gordon  
**Cc:** Michele Alfano-Sharkey; Joseph Bellucci  
**Subject:** FUND TRANSFER REQUEST FOR ROAD MACHINERY SUPPLIES & AUTOMOTIVE REPAIR  
**Attachments:** FUND TRANSFER FOR ROAD MACHINERY SUPP AND AUTOMOTIVE.pdf

Hi Alex, can you please increase the Fund transfer for the 10331000 54647 Sub contractor account to the 10513000 54410 Supplies and the 10513000 54370 automotive repair line as per the attached revised fund transfer request form.

We anticipate more expenses for supplies and repair than we originally expected. I have revised the Fund transfer and attached. If you need a signature, I can resend you the request by the end of the day.

Thank you

Kerri



**Kerriane Knapp**

Accounting Supervisor • Putnam County Department of Public Works

PHONE | 845.878.6331 x40113 • FAX | 845.808.1908 • WEBSITE | PUTNAMCOUNTY.GOV

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

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**COUNTY OF PUTNAM  
FUND TRANSFER REQUEST**


**TO:** Commissioner of Finance  
**FROM:** THOMAS FEIGHERY, COMMISSIONER OF DPW  
**DEPT:** PUTNAM COUNTY DPW  
**DATE:** September 11, 2024

I hereby request approval for the following transfer of funds:

FROM ACCOUNT # / NAME	TO ACCOUNT # / NAME	AMOUNT	PURPOSE
02 10331000 54647 SUB CONTRACTOR	03 10513000 54410 SUPPLIES & MAT	\$30,000	TO PROPERLY ALLOCATE AND COVER EXPENSES THRU EOY DUE TO INCREASE IN PRICES
02 10331000 54647 SUB CONTRACTOR	03 10513000 54370 AUTOMOTIVE	\$20,000 <hr/> \$50,000	TO PROPERLY ALLOCATE AND COVER EXPENSES THRU EOY DUE TO UNEXPECTED MAJOR REPAIRS IN 2024 INCLUDING ADDITIONAL \$10,000 REPAIR NEEDED

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

20<sup>24</sup> Fiscal Impact \$ 0  
 20<sup>25</sup> Fiscal Impact \$ 0

  
 Department Head Signature/Designee      10/24/24  
 Date

**AUTHORIZATION:**

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

\_\_\_\_\_  
Date      County Executive/Designee: \$5,000.01 - \$10,000.00

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

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

24 A092 Revised

cc:all  
A+A

Reso



MICHAEL J. LEWIS  
Commissioner Of Finance

SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

September 18, 2024

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

Dear Ms. Schonfeld,

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

2024 SEP 20 AM 10:39  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

Increase Appropriations:

10513000 54410 Road Machinery/Subcontractor \$ 20,000

10513000 54370 Road Machinery/Automotive \$ 10,000

Decrease Appropriations:

10331000 54647 Road Machinery \$30,000

Inter-transfer Funds

03021310 428661 Transfer in From County Road Machinery \$30,000

10331000 59010 Transfer out to County Road Machinery \$30,000

2024 Fiscal Impact -0-  
2025 Fiscal Impact -0-

This amendment to the 2024 Highway Department budget reflects the proposed allocation of funds to cover unexpended major repairs through the end of the 2024 fiscal year.

AUTHORIZATION:

24A092

Date Department of Finance – between \$0 - \$5,000.00

Date County Executive - between \$5,000.01 - \$10,000.00

Date Chairperson – Audit between \$0 - \$10,000.00

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

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

**TO:** Commissioner of Finance  
**FROM:** THOMAS FEIGHERY, COMMISSIONER OF DPW  
**DEPT:** PUTNAM COUNTY DPW  
**DATE:** September 11, 2024


I hereby request approval for the following transfer of funds:

FROM ACCOUNT # / NAME	TO ACCOUNT # / NAME	AMOUNT	PURPOSE
02 10331000 54647 SUB CONTRACTOR	03 10513000 54410 SUPPLIES & MAT	\$20,000	TO PROPERLY ALLOCATE AND COVER EXPENSES THRU EOY DUE TO INCREASE IN PRICES
02 10331000 54647 SUB CONTRACTOR	03 10513000 54370 AUTOMOTIVE	\$10,000	TO PROPERLY ALLOCATE AND COVER EXPENSES THRU EOY DUE TO UNEXPECTED MAJOR REPAIRS IN 2024 INCLUDING ADDITIONAL \$10,000 REPAIR NEEDED
		\$30,000	

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

20 24 Fiscal Impact \$     

20 25 Fiscal Impact \$     

  
 \_\_\_\_\_  
 Department Head Signature/Designee      Date

AUTHORIZATION:

9/12/24  
Date

\_\_\_\_\_  
Commissioner of Finance/Designee: Initiation and \$0 - \$5,000.00

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive/Designee: \$5,000.01 - \$10,000.00

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson Audit /Designee: \$0 - \$10,000.00

\_\_\_\_\_  
Date

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

24-012

FUND TRANSFER FOR AUTOMOTIVE REPAIR LINE 5130 54370

UNEXPECTED MAJOR REPAIRS 2024

E-807 MACK TRUCK	\$16,442.29
E-771 KUBOTA MINI EXCAVATOR	\$26,640.45
E-791 KUBOTA TRACTOR	\$21,829.71
SHERIFF 116 NARCOTICS UNDERCOVER VEHICLE	\$13,392.86
SANDBLASTING SNOWPLOWS	\$13,000.00

ADDITIONAL REPAIR ESTIMATED

E-809 RAM 5500 DIESEL DUMP SNOW VEHICLE	\$10,000.00
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#69

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A093) – VETERANS SERVICE AGENCY – PEER TO PEER PROGRAM**

**WHEREAS, the Veteran’s 2024 Peer to Peer Pilot Program is required to comply with the latest State Aid levels; and**

**WHEREAS, the \$4,098 increase represents three (3) quarters of an approved 2.8% cost of living adjustment (COLA) for fiscal year 2024, effective 4/01/24; and**

**WHEREAS, the program is administered by the Putnam County Office of Veterans Services and the NYS Office of Mental Health; 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:**

**Increase Revenues:**

**10651000 437895 10105      Veterans Peer to Peer Program                      4,098**

**Increase Appropriations:**

**10651000 54646 10105      Veterans Peer to Peer Program – Contracts                      4,098**

**2024 Fiscal Impact – 0 –**

**2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_



cc: all  
A+A

RESO

MICHAEL J. LEWIS  
Commissioner Of Finance

SHEILA BARRETT  
First Deputy Commissioner of  
Finance  
ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

September 17, 2024

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

2024 SEP 19 PM 2:49  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

Dear Mrs. Schonfeld,

Pursuant to Resolution 46 Section 5.1-B, dated February 14, 2010, the following request to amend the Putnam County Veterans Affairs 2024 budget has been submitted for approval.

Increase Revenues:

10651000 437895 10105      Veterans Peer to Peer Program      \$ 4,098

Increase Appropriations:

10651000 54646 10105      Veterans Peer to Peer Program – Contracts      \$ 4,098

2024 Fiscal Impact -0-  
2025 Fiscal Impact -0-

This amendment to the Veteran's 2024 Peer to Peer Pilot Program is required to comply with the latest State aid levels. The increase represents three quarters of an approved 2.8% cost of living adjustment (COLA) for fiscal year 2024, effective 4/1/24. The program is to be administered by the Putnam County Office of Veterans Affairs and the NYS Office of Mental Health.

The NYS OMH Attachment A – Funding Source Allocation Table Year 2024 Amendment:6 7/31/24, Veteran P2P Pilot Program is attached for reference.

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      **24A093**

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



**Attachment A**

**Funding Source Allocation Table**

County Code: 40 County Name: Putnam

Year: 2024 Amendment: 6 - 7/31/2024 4:44:51 PM

Print Date : 08/01/2024 10:41 AM  
 Printed By : L6884GMB  
 Page : 2 of 6

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
----------------	------	------	-------------------------	---------------------------------------	--	------------------------------------	--	--------------------------------------	------

**Remarks**

An increase of \$1,909 represents 3 quarters (4/1/24 - 12/31/24) of the approved 2.84% COLA increase for fiscal year 2024, effective 4/1/24. The quarterly value is \$636 and the full annual value is \$2,544.

Effective 1/1/2024, PROS Residual State Aid and PROS Vocational Initiative funding recalculated based upon monthly census data reported in CAIRS. CY 2023 funding increases are PFOS PROSPER SA \$34,624 Voc \$55,011.

Dwyer Veteran P2P

038F

GS

\$144,300

\$148,398

\$192,400

\$5,464

\$197,864

**Remarks**

An increase of \$4,098 represents 3 quarters (4/1/24 - 12/31/24) of the approved 2.84% COLA increase for fiscal year 2024, effective 4/1/24. The quarterly value is \$1,366 and the full annual value is \$5,464.

Quarterly Allocation of \$48,100 (FAV \$192,400) in the SFY 24-25 Enacted Budget for the period of 4/1/2024-3/31/2025, will be used for the Veteran Peer to Peer Support Service Program for veterans. The provider should use the program code 0690 on all OMH financial reporting documents.

Adjusting AVs to 4/1/2024 LP

The full annual value is \$192,400. Program code 0690 should be used on all OMH financial reporting documents.

Clinical Infrastructure-Adult

039P

GS

\$62,560

\$1,332

\$62,560

\$1,776

\$64,336

**Remarks**

An increase of \$1,332 represents 3 quarters (4/1/24 - 12/31/24) of the approved 2.84% COLA Increase for fiscal year 2024, effective 4/1/24. The quarterly value is \$444 and the full annual value is \$1,776.

CMHS Kids COVID Relief Funds

044C

F

\$0

\$0

\$0

\$0

\$0

Clinical Infrastructure-C&F

046A

GS

\$77,916

\$77,916

\$77,916

\$0

\$77,916

Community Support Programs-C&F

046L

GS

\$322,914

\$329,792

\$322,915

\$9,171

\$332,086

## Dwyer Peer-to-Peer Funding

### **Funding**

Paid without contract	22,748.10
Contract 20140092	29,312.29
Contract 2015084	715,437.97
Contract 2020176	242,163.18
Contract 2022109	742,036.82
	<hr/>
	1,751,698.36
2024 COLA pending	4,098.00
	<hr/>
	1,755,796.36

### **Claimed**

Paid without contract	22,748.10
Contract 20140092	29,312.29
Contract 2015084	715,437.97
Contract 2020176	242,163.18
Contract 2022109	740,422.10
	<hr/>
	1,750,083.64
2024 COLA pending	-
	<hr/>
	1,750,083.64



VET TO VET PROGRAM

				CUM BAL.	
TOTAL STATE AID -2013	(6/30/17)	185,000	SFY 13/14	185,000	SFY 13/14, 6/30/15, EXTENDED TO 6/30/16; 6/30/17
2016	(6/30/18)	60,000	SFY 16/17	60,000	SFY 16/17
		245,000		245,000	
2017	(6/30/18)	60,000	SFY 16/17	60,000	SFY 16/17
	(6/30/19)	152,500	SFY 17/18	92,500	SFY 17/18
				397,500	
2018	(6/30/19)	92,500	SFY 17/18	92,500	SFY 17/18
	(6/30/20)	185,000	SFY 18/19	92,500	SFY 18/19
				582,500	
2019	(6/30/20)	92,500	SFY 18/19	92,500	SFY 18/19
	(6/30/21)	185,000	SFY 19/20	92,500	SFY 19/20
				767,500	
2020	(6/30/21)	92,500	SFY 19/20	92,500	SFY 19/20, 4/1/19, 12/27/19
	(12/31/22)	231,250	SFY 20/21	138,750	SFY 20/21, 4/1/20, 3/5/21
				998,750	
Rev. 2021	(12/31/22)	46,250	SFY 20/21	46,250	SFY 20/21, 4/1/20, 6/22/21
	(12/31/23)	46,250	SFY 21/22	46,250	SFY 21/22, 7/1/21, 8/23/21
	(12/31/23)	185,000	SFY 21/22	185,000	SFY 21/22, 7/1/21, 2/9/22
	(12/31/23)	208,125	SFY 21/22	69,375	SFY 21/22, 7/1/21, 3/17/22
				1,206,875	
2022	(12/31/23)	46,250	SFY 21/22	46,250	SFY 21/22, 7/1/21, 12/20/21
	(12/31/23)	208,125	SFY 21/22	23,125	SFY 21/22, 7/1/21, 2/1/22
	(3/31/24)	208,125	SFY 23/24	185,000	SFY 23/24, 4/1/22, 3/21/22
				1,415,000	
2023	(3/31/24)	192,400	SFY 23/24	185,000	SFY 23/24, 4/1/23, 2/27/23
	(3/31/24)	192,400	SFY 23/24	7,400	SFY 23/24, 4/1/23, 8/9/23, 4% COIA
				1,607,400	
2024	12/31/24	192,400	CY 2024	192,400	CY 2024, 1/1/24 SAL 12/29/23 #2
				-192,400	CY 2024, 1/1/24 SAL 3/22/24 #3
				144,300	CY 2024, 1/1/24 SAL 4/22/24 #4
				4,098	CY 2024, 4/1/24 SAL 6/7/24 COIA 2.84%
		148,398		1,755,798	

VET TO VET PROGRAM

	Closeout dates:											
	6/30/17	6/30/18	6/30/19	6/30/20	6/30/21	12/31/22	12/31/23	3/31/24	3/31/24	3/31/24	12/31/24	
2013 Year End Expenditures Claimed	1,607,259	141	184,859									
2014 Year End Expenditures Claimed	1,587,559	19,700	165,159									
2015 Year End Expenditures Claimed	1,511,779	75,780	89,379									
2017 Year End Expenditures Claimed	116,412	116,412	0									
2018 Year End Expenditures Claimed	130,090	144,117	37,123	147,877								
2019 Year End Expenditures Claimed	184,763	144,117	3,760	3,760								
2020 Year End Expenditures Claimed	157,294	3,760	0	181,003	3,997							
2021 Year End Expenditures Claimed	143,085	779,163	0	3,997	0	153,237	31,763					
2022 Year End Expenditures Claimed	215,610	636,078	0	31,763	0	111,322	73,678	0	141,932	43,088		
2023 Year End Expenditures to be claimed	411,453	9,015				73,678	43,088	0	185,000	0	183,385	9,015
Totals	1,598,385	185,000	120,000	185,000	185,000	185,000	185,000	185,000	185,000	185,000	183,385	1,598,385 Total
8/8/24	157,413											157,413 Funding Balance

1,755,798 Total Cumulative Funding

*Guardian Revival, Inc.*

*Program Budget 2024 - Joseph P. Dwyer Vet2Vet Program of Putnam County*

Personnel

<b>Compensation</b>	<b>Employee</b>	<b>Gross Earnings</b>
Boots & Paws Program Director	Hill, Rachel	
Veteran Connect Program Coordinator	Castellano, Megan	3,307.69
Outreach Coordinator	Shoemaker, Jared	
<b>Total Compensation</b>		<b>3,307.69</b>

Employer Payroll Taxes

<b>Social Security</b>	<b>Employee</b>	
Boots & Paws Program Director	Hill, Rachel	
Veteran Connect Program Coordinator	Castellano, Megan	190.31
Outreach Coordinator	Shoemaker, Jared	
<b>Total Payroll Taxes</b>		<b>190.31</b>

**Total Personnel** **3,498.00**

OTPS

Training & Development -

Another Summit Program Expense -

Boots and Paws Program Expense -

Guardian Homefront Program Expense -

Technology, Audio Visual and Software -

**Total OTPS** -

Total Vet2Vet Budget 3,498.00

Agency Admin Allocation at 17.15236%  
Agency Admin Allocation 600.00

**Total Vet2Vet Budget** **4,098.00**

# 6h

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A094) – HEALTH DEPARTMENT – ADOLESCENT TOBACCO USE PREVENTION ACT (ATUPA)**

**WHEREAS, the Health Education Program is allotted up to 50% of Adolescent Tobacco Use Prevention Act (ATUPA) fines that are collected to maintain and enhance tobacco cessation education; and**

**WHEREAS, the Commissioner of Health has requested a budgetary amendment (24A094) to allow the department to utilize these funds to support education and prevention activities related to the use of tobacco and vaping products; 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:**

**Increase Revenues:**

<b>12401000 10220</b>	<b>Health EHS – Adolescent Tobacco Prevention Act</b>	
<b>416032</b>	<b>ATUPA – Reserve</b>	<b>5,675</b>

**Increase Expenses:**

<b>12401000 10220</b>	<b>Health EHS – Adolescent Tobacco Prevention Act</b>	
<b>54329</b>	<b>Promotional</b>	<b>2,840</b>
<b>54989</b>	<b>Miscellaneous</b>	<b><u>2,835</u></b>
		<b>5,675</b>

**2024 Fiscal Impact – 0 –  
2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

MICHAEL J. LEWIS  
Commissioner Of Finance



cc: all  
A+A

Reso

SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

September 18, 2024

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

2024 SEP 20 AM 10:39  
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 2024 Health Department budget:

Increase Revenues:

12401000 10220	Health EHS - Adolescent Tobacco Prevention Act	
416032	ATUPA – Reserve	<u>\$ 5,675.00</u>

Increase Expenses:

12401000 10220	Health EHS - Adolescent Tobacco Prevention Act	
54329	Promotional	\$ 2,840.00
54989	Miscellaneous	<u>2,835.00</u>
		<u>\$ 5,675.00</u>

2024 Fiscal Impact - 0  
2025 Fiscal Impact - 0

The Health Education Program is allotted up to 50% of Adolescent Tobacco Use Prevention Act (ATUPA) fines that are collected to maintain and enhance tobacco cessation education. This amendment will allow the department to utilize these funds to support education and prevention activities related to the use of tobacco and vaping products.

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 **24A094**

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



## MEMORANDUM

**TO:** Michael Lewis, Commissioner of Finance

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

**DATE:** September 18, 2024

**RE:** **Budgetary Amendment**

Please review and approve the Budgetary Amendment as regards to the Tobacco fines collected and upon approval, please forward to the Legislative Committee.

**Increase Revenue: 12401000-416032-10220** \$5,675  
Adolescent Tobacco Prevention Act  
-ATUPA Reserve

**Total Revenue** **\$5,675**

**Increase Expense: 12401000-54329-10220** \$2,840  
Adolescent Tobacco Prevention Act  
-Promotional

**Increase Expense: 12401000-54989-10220** \$2,835  
Adolescent Tobacco Prevention Act  
-Miscellaneous

**Total Expense** **\$5,675**

**Fiscal Impact** **\$0.00**

Budgetary Amendment will allocate the portion of revenue of Tobacco Fines collected to appropriate expense lines. Health Education Program will utilize funds to support education/prevention activities related to the use of tobacco products.

WAO: nc

#61

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A095) – TILLY FOSTER FARM & PUTNAM GOLF COURSE – CONTRACTUAL PAYMENTS**

**WHEREAS, the Commissioner of Finance has requested a budgetary amendment (24A095) to adjust the 2024 budget to provide for contractual payments owed regarding the Tilly Foster and Golf Course properties; and**

**WHEREAS, \$24,212 is for the Tilly Foster financial incentive payment as determined and audited by PKF O’Connor Davies; and**

**WHEREAS, \$243,826 is for Golf Course service charge payments collected from 4/1/21 – 12/31/23 owed to Homestyle II at Putnam Golf, pursuant to contract; 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:**

**Increase Estimated Appropriations:**

1085000 54646 10149	Contracts – Homestyle Food & Beverage	693,826
1084000 54646 10137	Contracts – Tilly Foster	<u>24,212</u>
		718,038

**Increase Estimated Revenues:**

10131000 427011	Refund Prior Year Expenses	268,038
10131000 424011	Interest & Earnings	<u>450,000</u>
		718,038

**2024 Fiscal Impact – 0 –  
2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

C.C. all  
Audit

Reso

# MEMORANDUM

To: Diane Schonfeld, Legislative Clerk

From: Michael J. Lewis., Commissioner of Finance

Re: Budgetary Amedment - **24A095** - Revised

Date: September 27, 2024

2024 OCT 23 AM 9:40  
 LEGISLATURE  
 PUTNAM COUNTY  
 CARMEL, NY

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

**Increase estimated appropriations:**

1085000 54646 10149	Contracts	693,826
1084000 54646 10137	Contracts	24,212
		718,038 ✓

**Increase estimated revenues:**

10131000 427011	Refund Prior Year Expenses	268,038
10131000 424011	Interest and Earnings	450,000
		718,038 ✓

Fiscal Impact - 2024 - 0  
 Fiscal Impact - 2025 - 0

This Resolution is necessary to adjust the 2024 budget to provide for contractual payments owed regarding the Tilly Foster and golf course properties. The \$24,212 is for the Tilly Foster financial incentive payment, as determined and audited by O'connor Davies, and the \$243,826 is for golf course service charge payments, collected from 4/1/21 - 12/31/23, owed to Homestyle II at Putnam National Inc., pursuant to contract. In addition the \$450,000 is required to provide for operational funding through the end of the year based on the increased activity at the Golf Course in 2024.

Please forward to the appropriate committee.

Approved:

Kevin M. Byrne  
 County Executive



cc:all  
ATA

Reso

### MEMORANDUM

To: Diane Schonfeld, Legislative Clerk

From: Michael J. Lewis., Commissioner of Finance

Re: Budgetary Amedment - **24A095**

Date: September 30, 2024

2024 OCT - 3 AM 9:51  
 LEGISLATURE  
 PUTNAM COUNTY  
 CARMEL, NY

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

**Increase estimated appropriations:**

10085000 54646 10149	Contracts- Homestyle Food&Bev	243,826
10084000 54646 10137	Contracts-Tilly Foster	24,212

**Increase estimated revenues:**

10131000 427011	Refund Prior Year Expenses	268,038
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Fiscal Impact - 2024 - 0  
 Fiscal Impact - 2025 - 0

This Resolution is necessary to adjust the 2024 budget to provide for contractual payments owed regarding the Tilly Foster and Golf Course properties. The \$ 24,212 is for the Tilly Foster financial incentive payment as determined and audited by O'Connor Davies, and \$ 243,826 is for golf course service charge payments collected from 4/1/21 - 12/31/23 owed to Homestyle II at Putnam National Inc., pursuant to contract. Please forward to the appropriate committee.

Approved:

Kevin M. Byrne  
 County Executive



#6j

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A096) – DPW – NYSERDA GRANT - CLEAN ENERGY COMMUNITIES PROGRAM – PURCHASE EQUIPMENT**

**WHEREAS, by Resolution #196 of 2024, the Putnam County Legislature authorized the applications to NYSERDA and SWIMS in connection with costs associated with window replacements, electric landscaping equipment and the lifeguard training program; and**

**WHEREAS, on August 28, 2024, NYSERDA approved the grant applications submitted in the amounts of \$5,000 and \$10,000 under the Clean Energy Communities Program for the purchase of Electric Landscaping Equipment; and**

**WHEREAS, the Commissioner of DPW has requested a budgetary amendment (24A096) to account for these purchases; 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:**

<b>Increase Revenues:</b>			
10511000	10226	DPW Rd/Bridges – NYSERDA Clean Energy Grant	
	439891	State Aid	15,000

<b>Increase Expenses:</b>			
10511000	10226	DPW Rd/Bridges – NYSERDA Clean Energy Grant	
	52180		15,000

**2024 Fiscal Impact – 0 –  
2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

cc: all  
A+A

RESO

MICHAEL LEWIS  
Commissioner Of Finance



SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

October 7, 2024

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

Dear Ms. Schonfeld

2024 OCT 11 PM 3:51  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

Pursuant to Resolution 196 dated September 3, 2024, I am advising you of the following request to amend the 2024 Department of Public Works budget:

**Increase Revenues:**

<b>10511000 10226</b>	<b>DPW Rd/Bridges – NYSERDA Clean Energy Gr</b>	
<b>439891</b>	<b>ST Aid</b>	<b><u>\$15,000.00</u></b>

**Increase Expenses:**

<b>10511000 10226</b>	<b>DPW Rd/Bridges – NYSERDA Clean Energy Gr</b>	
<b>52180</b>		<b><u>\$15,000.00</u></b>

2024 Fiscal Impact - 0  
2025 Fiscal Impact - 0

The PC DPW has been awarded \$15,000 in Clean Energy Communities funding from the NYS Energy Research & Development Authority (NYSERDA). These funds will be used to purchase electric landscaping equipment.

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

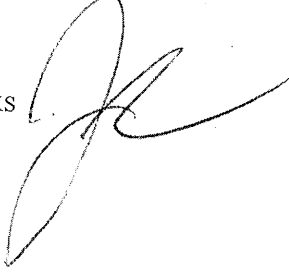
\_\_\_\_\_  
Date Chairperson Audit/Designee: \$0 - \$10,000.00 **24A096**

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



**MEMORANDUM**

TO: Michael Lewis, Commissioner of Finance

FROM: Joe Bellucci, Deputy Commissioner of Public Works 

CC: Diane Schonfeld, Clerk  
Michele Sharkey, County Auditor

DATE: September 24, 2024

RE: Budgetary Amendment for Electric Landscaping Equipment NYSERDA Grant

---

Please accept this memorandum as a request for the Legislature to consider the enclosed budgetary amendment.

The Putnam County Department of Planning, Development and Public Transportation in conjunction with the Department of Public Works was recently awarded funding through NYSERDA in the amount of \$15,000 to purchase electric landscaping equipment. The approval of this budgetary amendment will allow The Department of Public Works to proceed with the purchase of various items to enhance its equipment inventory. These items, as identified in the application requirements, shall include leaf blowers, chainsaws, weed trimmers, and a mower.

Thank you for your consideration and support with these endeavors.

PUTNAM COUNTY LEGISLATURE

Resolution #196

Introduced by Legislator: Greg Ellner on behalf of the Physical Services Committee at a Regular Meeting held on September 3, 2024.

page 1

**APPROVAL/RATIFICATION OF APPLICATION FOR GRANT FUNDS AVAILABLE THROUGH THE NYSERDA CLEAN ENERGY COMMUNITIES PROGRAM AND NY SWIMS INITIATIVE**

WHEREAS, NYSERDA has allocated Putnam County \$125,000, \$10,000 and \$5,000 respectively in Clean Energy Communities funding to invest in future-focused clean energy solutions; and

WHEREAS, the County has identified opportunities to utilize the funding toward energy efficient window upgrades at the Donald B. Smith Campus and the purchase of electric landscaping equipment; and

WHEREAS, as part of the NYS SWIMS initiative, Putnam County is eligible for \$30,000 of funding as part of an initiative to support municipal swimming facilities in underserved communities; and

WHEREAS, the County is desirous to utilize the funds to enhance the lifeguard training program for both the County and its municipal partners; and

WHEREAS, both funding opportunities require applications to apply the funding to eligible projects, and the deadline for application submissions for the SWIMS grant application is due Friday, August 9, 2024, and the NYSERDA grant funding is awarded on a rolling basis until the funding is fully allocated; and

WHEREAS, both grant funding opportunities are one hundred (100%) percent State funding; and

WHEREAS, Section 5-1(D)(1) of the Putnam County Code requires the Legislature approve all grant applications prior to their submission and that in the event time is of the essence requiring submission before Legislature approval is obtained for such application submission, consideration of the application shall occur at the next Full Legislature Meeting; and

WHEREAS, the Legislature, by and through the Physical Services Committee, approves the County's application for NYSERDA and SWIMS grant funding that have been submitted; now therefore be it

RESOLVED, that the County Executive, together with the County Legislature, supports the County's applications to NYSERDA and SWIMS in connection with the costs associated with window replacements, electric landscaping equipment and the lifeguard training program, is hereby accepted, approved and ratified by the County Legislature.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

APPROVED

State of New York  
ss:  
County of Putnam

COUNTY EXECUTIVE      DATE 9/10/24

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 September 3, 2024.

Dated: September 5, 2024

Signed:

Diane Schonfeld  
Clerk of the Legislature of Putnam County

## Kerriane Knapp

---

**From:** Barbara Barosa  
**Sent:** Wednesday, August 28, 2024 11:44 AM  
**To:** Michael Lewis; Sheila Barrett; Alexandra Gordon  
**Cc:** Ilona Campo; Joseph Bellucci; Thomas Feighery; Kerriane Knapp  
**Subject:** FW: GRANT APPROVAL NOTIFICATION: Clean Energy Communities Program – Putnam County CEC Application - Electric Landscaping Equipment \$5,000

See below. The funding should be directed to an account for DPW's use to purchase landscaping equipment.

Thanks,  
Barbara

**From:** NYSERDA No Reply <no-reply@nyserda.ny.gov>  
**Sent:** Wednesday, August 28, 2024 10:47 AM  
**To:** Ilona Campo <Ilona.Campo@putnamcountyny.gov>; Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>; County Executive <CountyExecutive@putnamcountyny.gov>  
**Cc:** cec@nyserda.ny.gov; alison.khachadourian@nyserda.ny.gov  
**Subject:** GRANT APPROVAL NOTIFICATION: Clean Energy Communities Program – Putnam County CEC Application - Electric Landscaping Equipment \$5,000

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According to NYSERDA records, recently submitted a grant application in the amount of \$5,000.00 under the Clean Energy Communities Program.

**Congratulations! Your application has been approved by NYSERDA.**

The grant funds will be paid in full directly by check or direct deposit.

NYSERDA will not be issuing a press release regarding your grant. If you would like to issue a release, please send us a version to review to [cec@nyserda.ny.gov](mailto:cec@nyserda.ny.gov) and we will work with our communications department to provide you a quote. Please leave ample time for review prior to planned distribution.

For more information, please review the program [Guidance Document](#).

If you have any questions, please do not hesitate to contact your local Clean Energy Communities Coordinator who is working on NYSERDA's behalf to help you navigate the program. You may also send us an email at [cec@nyserda.ny.gov](mailto:cec@nyserda.ny.gov).

Thank you for your interest in NYSERDA's Clean Energy Communities Program.

Again, congratulations!

Clean Energy Communities Team

NYSERDA

17 Columbia Circle | Albany, NY 12203-6399

[nysesda.ny.gov](http://nysesda.ny.gov)

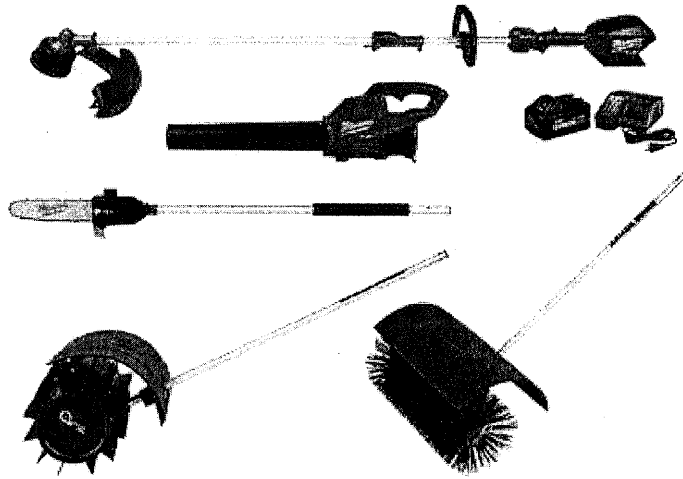
follow : friend : connect with NYSERDA



**Milwaukee**

M18 FUEL 18V Lith-Ion Brushless Cordless Electric String Trimmer/Blower Combo Kit with Broom, Brush, Pole (5-Tool)

Model #3000-21-49-16-2740-49-16-2741-49-2720



**\$1,079.00**

~~\$1,180.99~~

Save 9%

	1	+
--	---	---

**Milwaukee**

M18 FUEL Brushless Cordless 21 in. Walk Behind Dual Battery Self-Propelled Mower w/(2) 12.0Ah Battery and Rapid Charger

Battery/Charger: **(2) 12 Ah Batteries & Charger Included**

Additional Tool Options: **No Additional Tool**

Cutting Width (in.): **21 inches**



**\$1,099.00**

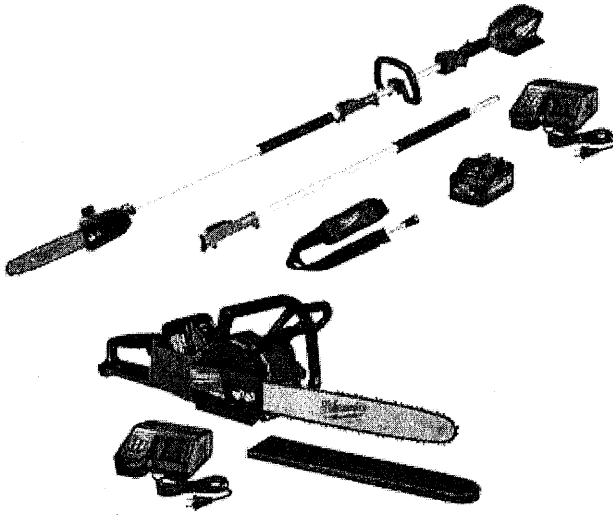
	1	+
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**Milwaukee**

M18 FUEL 10 in. 18V Lithium-Ion Brushless Cordless Pole Saw & 16 in. Chainsaw Combo Kit with Two Batteries

Model #2825-21PS-2727-21HD

**\$889.00**



	1	+
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**Milwaukee**

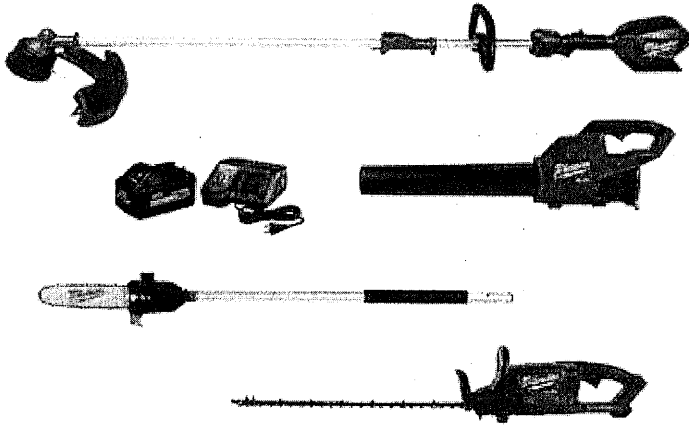
M18 FUEL 18V Lith-Ion Brushless Cordless Electric String Trimmer/Blower Combo Kit w/Hedge Trimmer, Pole Saw (4-Tool)

Model #3000-21-49-16-2720-2726-20

**\$1,238.00**

(\$619.00/item ~~\$767.00~~)

Save 19%



-	2	+
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**Loading Recommendations**

### Your Order

<b>Subtotal</b>	<b>\$5,633.86</b>
Savings	-\$489.86
Pickup	FREE
Sales Tax (determined in later step)	---
<b>Total</b>	<b>\$5,144.00</b>


You Saved **9% Off** Your Items


Have a Promo Code?

Checkout

Or

**Pay**

 **Easy In-Store and Online Returns**  
Read Our [Return Policy](#).

 **Get Up to \$100 Off**

Get a Home Depot Credit Card and receive **\$25 off** your qualifying purchase of \$25+, **\$50 off** purchases \$300+, or **\$100 off** orders over \$1000. ⓘ

[Apply Now](#)

Item Total	\$5,144.00
Savings	-\$100.00
<b>New Total</b>	<b>\$5,044.00</b>

### Saved For Later (5 Items)

[Remove All Saved Items](#)

## **Kerriane Knapp**

---

**From:** Barbara Barosa  
**Sent:** Wednesday, August 28, 2024 11:46 AM  
**To:** Michael Lewis; Sheila Barrett; Alexandra Gordon  
**Cc:** Ilona Campo; Joseph Bellucci; Thomas Feighery; Kerriane Knapp  
**Subject:** FW: GRANT APPROVAL NOTIFICATION: Clean Energy Communities Program – Putnam County CEC Application - Electric Landscaping Equipment \$10,000

See below. This is also going towards the purchase of electric landscaping equipment.

Thanks,  
Barbara

**From:** NYSERDA No Reply <no-reply@nyserda.ny.gov>  
**Sent:** Wednesday, August 28, 2024 10:44 AM  
**To:** Ilona Campo <Ilona.Campo@putnamcountyny.gov>; Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>; County Executive <CountyExecutive@putnamcountyny.gov>  
**Cc:** cec@nyserda.ny.gov; jeff.scharl@nyserda.ny.gov  
**Subject:** GRANT APPROVAL NOTIFICATION: Clean Energy Communities Program – Putnam County CEC Application - Electric Landscaping Equipment \$10,000

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### **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!**

According to NYSERDA records, recently submitted a grant application in the amount of \$10,000.00 under the Clean Energy Communities Program.

**Congratulations! Your application has been approved by NYSERDA.**

The grant funds will be paid in full directly by check or direct deposit.

NYSERDA will not be issuing a press release regarding your grant. If you would like to issue a release, please send us a version to review to [cec@nyserda.ny.gov](mailto:cec@nyserda.ny.gov) and we will work with our communications department to provide you a quote. Please leave ample time for review prior to planned distribution.

For more information, please review the program [Guidance Document](#).

If you have any questions, please do not hesitate to contact your local Clean Energy Communities Coordinator who is working on NYSERDA's behalf to help you navigate the program. You may also send us an email at [cec@nyserda.ny.gov](mailto:cec@nyserda.ny.gov).

Thank you for your interest in NYSERDA's Clean Energy Communities Program.

Again, congratulations!

Clean Energy Communities Team

NYSERDA

17 Columbia Circle | Albany, NY 12203-6399

[nysesda.ny.gov](http://nysesda.ny.gov)

follow : friend : connect with NYSERDA







Cart



Order Summary



Subtotal	<b>\$10,487.75</b>	Estimated Tax	N/A	Estimated Shipping	<b>\$105.47</b>
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Estimated Total \$10,593.22

	MILWAUKEE Cut-Off Saw Kit: 14 in Blade Dia., Wet, 14 ft Max. Cutting Dp, 5,370 RPM Max. Blade Speed Item # 811DY8	Qty 1	Web Price <b>\$4,739.16</b> / each
	Availability Expected to arrive Fri. Aug 16. This item requires special shipping, additional charges may apply.		

	MILWAUKEE Battery-Powered Chainsaw Kit: 16 in Bar Lg, Rear Handle, Auto Chain Oiler, 18 V, 40 cc Item # 481Z41	Qty 2	Web Price <b>\$775.77</b> / each Total <b>\$1,551.54</b>
	Availability Expected to arrive Fri. Aug 16.		

	MILWAUKEE Top Handle Chainsaw Kit: 14 in Bar Lg, Top Handle, Auto Chain Oiler, 18 V, 35 cc Item # 807VE8	Qty 1	Web Price <b>\$1,118.43</b> / each
	Availability Expected to arrive Mon. Aug 19.		

	MILWAUKEE Battery-Powered Handheld Leaf Blower: M18™ REDLITHIUM™, 600 cfm Max. Air Flow, 1 Speeds Item # 800TM1	Qty 2	Web Price <b>\$421.71</b> / each Total <b>\$843.42</b>
	Availability Expected to arrive Fri. Aug 16.		

	MILWAUKEE Battery-Powered Backpack Leaf Blower Kit: Cordless, 650 cfm Max Air Flow, 65 dB or Less Item # 814L38	Qty 1	Web Price <b>\$2,235.20</b> / each
	Availability Expected to arrive Mon. Aug 19. This item requires special shipping, additional charges may apply.		

Products You Have Recently Viewed



Southeast/Bre... 10PM 10509



Southeast/Bre... 10PM 10509

Shop All Services DIY Log In

# CART (6)

Share

[Remove All Items](#)

## Pickup

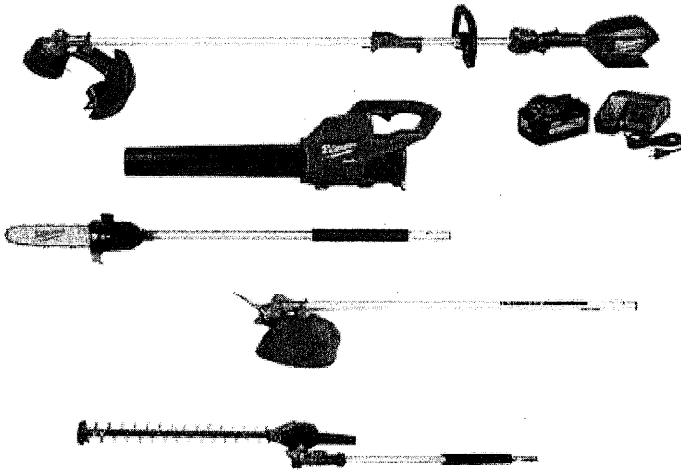
5 items can be delivered. Deliver Instead

Southeast/Brewster (5 items)

### Milwaukee

M18 FUEL 18V Lith-Ion Brushless Cordless Electric String Trimmer/Blower Combo Kit w/Brush, Hedge, Pole Saw (5-Tool)

Model #3000-21-49-16-2738-49-16-2719-49-2720



**\$839.00**

~~\$936.99~~

Save 10%

	1	+
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# 6K

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A097) – BOARD OF ETHICS – LEGAL SERVICES**

**WHEREAS, the Board of Ethics has determined there is a need to conduct an investigation and hearing relating to an ethics complaint before them; and**

**WHEREAS, due to the nature of this complaint, the parties involved, and the need to create the highest level of integrity and independence, the Board of Ethics has determined that it is necessary and appropriate for the Board to independently engage the services of outside legal counsel; and**

**WHEREAS, pursuant to the Putnam County Code of Ethics Section 55-16, subsection D, “where the Board of Ethics deems it necessary or appropriate, the Board may engage the services of outside counsel with the consent of the County Legislature which shall not be unreasonably withheld”; and**

**WHEREAS, the Board of Ethics has requested an allocation of funds in the amount of \$25,000 for the purpose of the Board’s independent engagement of outside counsel for the purpose of assisting in the conduct of such investigation and hearing; and,**

**WHEREAS, the Commissioner of Finance has recommended a budgetary amendment (24A097) of \$25,000 to be funded from the County’s Interest and Earnings account for this purpose; and**

**WHEREAS, the Audit & Administration Committee has reviewed and approved an amended budgetary amendment amount of \$10,000; now therefore be it**

**RESOLVED, that the following budgetary amendment be made:**

**GENERAL FUND:**

**Increase Appropriations:**

**10200000 54125 Board of Ethics – Legal Services 10,000**

**Increase Estimated Revenues:**

**10131000 424011 Interest & Earnings 10,000**

**2024 Fiscal Impact – 0 –**

**2025 Fiscal Impact – 0 –**

- Legislator Addonizio \_\_\_\_\_
- Legislator Castellano \_\_\_\_\_
- Legislator Crowley \_\_\_\_\_
- Legislator Ellner \_\_\_\_\_
- Legislator Gouldman \_\_\_\_\_
- Legislator Montgomery \_\_\_\_\_
- Legislator Nacerino \_\_\_\_\_
- Legislator Sayegh \_\_\_\_\_
- Chairman Jonke \_\_\_\_\_



cc: all  
A+A

Reso

MICHAEL J. LEWIS  
*Commissioner of Finance*



SHEILA BARRETT  
*First Deputy Commissioner of Finance*

ALEXANDRA GORDON  
*Deputy Commissioner of Finance*

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk  
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*  
RE: **Budgetary Amendment – 24A097**  
DATE: October 7, 2024

2024 OCT - 7 PM 4: 29  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

At the request of the Director of Personnel, the following budgetary amendment is requested.

**General Fund:**

**Increase Appropriations:**

10200000 54125 Board of Ethics - Legal Services \$ 25,000

**Increase Estimated Revenues:**

10131000 424011 Interest & Earnings \$ 25,000

Fiscal Impact - 2024 - \$ 0

Fiscal Impact - 2025 - \$ 0

Please refer to the Director of Personnel's memorandum to the Chair and attached draft resolution.

## Michael Lewis

---

**From:** Paul Eldridge  
**Sent:** Thursday, October 3, 2024 5:30 PM  
**To:** James Burpoe  
**Cc:** Michael Lewis  
**Subject:** Board of Ethics Request

Good afternoon, Jim, I wanted to follow up with you relative to my request to the County Legislature, on behalf of the Board of Ethics, for an allocation of \$25,000. for the engagement of outside counsel. This type of request is provided for in the Putnam County Code of Ethics, Section 55-16, subsection D.

I asked Finance Commissioner Lewis on Monday of this week if he would please prepare a budgetary transfer. I suggested the use of monies from the County's Interest and Earnings account to cover the transfer to the Board of Ethics budget. However, I left the decision to him or your office as to the best account to transfer from, subject to consent of the legislature.

I know the October meeting for each legislative committee is primarily dedicated to 2025 budget requests. However, I am hopeful that this request can be moved along, as well. I have also provided the Legislature with a draft resolution for their consideration. Thank you, Paul



### Paul Eldridge

Personnel Officer • Putnam County Personnel Department

**PHONE | 845.808.1650 • FAX | 845.808.1923 • WEBSITE | [PUTNAMCOUNTYNY.COM](http://PUTNAMCOUNTYNY.COM)**

PUTNAM COUNTY GOVERNMENT NEW YORK

---

## DRAFT RESOLUTION

WHEREAS, the Board of Ethics has determined there is a need to conduct an investigation and hearing relating to an ethics complaint before them ; and

WHEREAS, due to the nature of this complaint, the parties involved, and the need to create the highest level of integrity and independence, the Board of Ethics has determined that it is necessary and appropriate for the Board to independently engage the services of outside legal counsel; and

WHEREAS, pursuant to the Putnam County Code of Ethics Section 55-16, subsection D, “where the Board of Ethics deems it necessary or appropriate, the Board may engage the services of outside counsel with the consent of the County Legislature which shall not be unreasonably withheld ; and

WHEREAS, the Board of Ethics has requested an allocation of funds in the amount of \$25,000 for the purpose of the Board’s independent engagement of outside counsel for the purpose of assisting in the conduct of such investigation and hearing; and,

WHEREAS, the Commissioner of Finance has recommended a budgetary amendment of \$25,000 to be funded from the County’s Interest and Earnings account for this purpose; and

WHEREAS, the \_\_\_\_\_ Committee has recommended and approved this transfer for consideration by the full legislature, now therefore be it

RESOLVED, that the following budgetary amendment be made:

#62

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A098) – SHERIFF’S DEPARTMENT – NYS STOP DWI FOUNDATION INC. – DRUG RECOGNITION EXPERT (DRE) CALLOUT – OVERTIME**

**WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (24A098) to recognize reimbursement of Overtime from the NYS Stop-DWI Foundation Inc. for DRE Callout on May 20, 2024; 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:**

**Increase Revenues:**

**14311000 443890 Sheriff Narcotics – Public Safety Other 315.19**

**Increase Expenses:**

**14311000 51093 Sheriff Narcotics – Overtime 292.79**

**14311000 58002 Sheriff Narcotics – Social Security 22.40**

**315.19**

**2024 Fiscal Impact – 0 –**

**2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

cc: all  
A+A

Reso



MICHAEL LEWIS  
Commissioner Of Finance

SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

October 7, 2024

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

Dear Ms. Schonfeld

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following request to amend the 2024 Putnam County Sheriff Department's budget.

Increase Revenues:

14311000 443890 Sheriff Narcotics – Public Safety Other \$ 315.19

Increase Expenses:

14311000 51093 Sheriff Narcotics - Overtime \$ 292.79

14311000 58002 Sheriff Narcotics - Social Security 22.40

\$ 315.19 ✓

2024 Fiscal Impact - 0

2025 Fiscal Impact - 0

2024 OCT 11 PM 3:51  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

This amendment will recognize reimbursement of overtime from the NYS Stop-DWI Foundation Inc. for DRE callouts on May 20, 2024.

AUTHORIZATION:

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

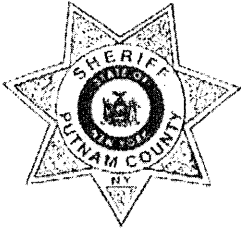
Date \_\_\_\_\_ County Executive/Designee: Authorized for Legislative Consideration \$5,000.01 - \$10,000.00

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

**24A098**

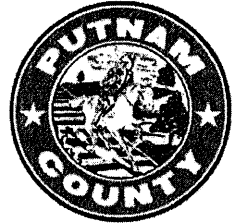
Date \_\_\_\_\_ Audit & Administration Committee: \$10,000.01 - \$25,000.00

NYS Stop DWI Foundation, Inc – Ck # 9226 - \$315.19



KEVIN J. MCCONVILLE  
SHERIFF

PUTNAM COUNTY  
OFFICE OF THE SHERIFF  
AND  
CORRECTIONAL FACILITY  
THREE COUNTY CENTER  
CARMEL, NEW YORK 10512  
845-225-4300



THOMAS H. LINDERT  
UNDERSHERIFF

**Deputy Outside Services**

DATE: 7/15/2024

Mr. Michael Lewis  
Commissioner of Finance  
County Office Building  
40 Gleneida Avenue  
Carmel, N.Y. 10512

Dear Commissioner Lewis:

Check #9226 in the amount of \$315.19

From: NYS STOP-DWI FOUNDATION INC.

Is reimbursement for hours of service of a DRE call on May 20, 2024. This was a grant through NYS Governor's Traffic Safety Committee.

Please apply to corresponding revenue account # 14311000.443890 \$ 315.19

Additionally, please increase expenditure lines:

14311000.51093	\$ <del>315.19</del>	292.79
58002		22.40

Very truly yours,

Kristin Van Tassel  
Fiscal Manager



**STOP DWI New York**

Community Focused. Saving Lives.

*Must to process 6/22/24*

New York State STOP-DWI Foundation, Inc.

### DRE CALLOUT

For each DRE callout (not during the DRE's regular shift) you must submit the following information to your County STOP-DWI Coordinator with a properly completed, signed and dated PS-1 form. Reimbursement for **up to 4 hours** for each callout will be made *directly to the Police Agency*. (Incomplete forms will not be processed).

DRE Name & DRE Number Robert Weinberg DRE#039041

Police Agency (as you'd like the check written): Putnam County Sheriff's Office

Agency Address (complete & readable): 3 County Center Carmel, NY 10512

County of Callout:	Putnam	Pre-Screen/BAC result:	0.00
Date of Callout:	05/20/2024	Defendant Age:	34
Time of Callout:	0830pm	Male/Female:	Female
Arrest Charges: (check all that apply)	<input checked="" type="checkbox"/> VTL 1192.4 <input type="checkbox"/> VTL 1192 (alcohol only) <input type="checkbox"/> VTL 1192 (alc & drugs) <input type="checkbox"/> VTL 511 <input type="checkbox"/> PL 220 <input type="checkbox"/> Rule Out or Medical		

#### DRE Call-Out Requirements:

1. To be reimbursed for this portion of the funding the callout must be a certified DRE (and NOT a member of the New York State Police). DRE call outs are **eligible for anytime during the entire grant** period October 1, 2023 – September 30, 2024.
2. GTSC will reimburse the actual hourly rate and hours that the officer was called out up to a maximum of 4 hours per call out. Use the PS-1 sheet signed by a supervisor.
3. Before a DRE can be called out, the following must occur.
  - o The arresting officer must have completed his entire SFST field test and see signs of impairment.
  - o The officer must administer a breathalyzer or pre-screen test to determine the subject's BAC.
  - o If the subject has a BAC of .16 or higher there is no reason to call a DRE. If the subject refuses the test and you think drugs may be involved you should consult with a DRE.
  - o The only exception to the above is a crash with serious injuries or a fatality.

*Reimbursement for DRE Callout is at a first come first served basis and reimbursement is directly to the police agency.*

07/08/2024 Putnam County Sheriff's Office

Date	Type	Reference	Original Amount	Balance Due	Payment
07/08/2024	Bill	DRE 5/20	315.19	315.19	315.19
			Check Amount		315.19

Checking

315.19



# 6m

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A099) – SHERIFF’S DEPARTMENT –  
PROBATION – OVERTIME DWI CHECKS FEBRUARY THROUGH MAY 2024**

**WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (24A099) to recognize reimbursement of Overtime for DWI checks from February through May 2024; and**

**WHEREAS, payment is made to the Putnam County Probation Department by the NYS Stop DWI Foundation and passed through to the Sheriff’s Department and local Police departments; 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:**

<b>Increase Revenue:</b>		
<b>17311000 422601</b>	<b>Sheriff Patrol – Deputy Outside Services</b>	<b>3,107.20</b>
<b>Increase Expenses:</b>		
<b>17311000 51093</b>	<b>Sheriff Patrol – Overtime</b>	<b>2,886.39</b>
<b>17311000 58002</b>	<b>Sheriff Patrol – Social Security</b>	<b><u>220.81</u></b>
		<b>3,107.20</b>
	<b>2024 Fiscal Impact – 0 –</b>	
	<b>2025 Fiscal Impact – 0 –</b>	

- Legislator Addonizio \_\_\_\_\_
- Legislator Castellano \_\_\_\_\_
- Legislator Crowley \_\_\_\_\_
- Legislator Ellner \_\_\_\_\_
- Legislator Gouldman \_\_\_\_\_
- Legislator Montgomery \_\_\_\_\_
- Legislator Nacerino \_\_\_\_\_
- Legislator Sayegh \_\_\_\_\_
- Chairman Jonke \_\_\_\_\_

cc: all  
AAA

Reso



MICHAEL LEWIS  
Commissioner Of Finance

SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

October 7, 2024

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

2024 OCT 11 PM 3:51  
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 2024 Putnam County Sheriff Department's budget.

Increase Revenues:

17311000 422601 Sheriff Patrol – Deputy Outside Services \$ 3,107.20

Increase Expenses:

17311000 51093 Sheriff Patrol - Overtime \$ 2,886.39

17311000 58002 Sheriff Patrol - Social Security 220.81

\$ 3,107.20 ✓

2024 Fiscal Impact - 0

2025 Fiscal Impact – 0

This amendment will recognize reimbursement of overtime for DWI checks from February through May 2024. Payment is made to the PC Department of Probation by the NYS Stop DWI Foundation and passed through to the Sheriff's Department and local Police departments.

AUTHORIZATION:

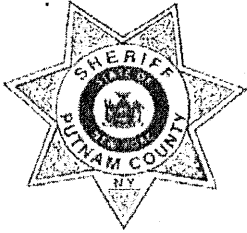
\_\_\_\_\_  
Date Commissioner of Finance/Designee: Initiation by \$0 - \$5,000.00

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

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

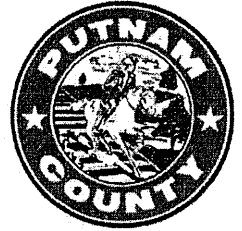
**24A099**

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



KEVIN J. MCCONVILLE  
SHERIFF

PUTNAM COUNTY  
OFFICE OF THE SHERIFF  
AND  
CORRECTIONAL FACILITY  
THREE COUNTY CENTER  
CARMEL, NEW YORK 10512  
845-225-4300



THOMAS H. LINDERT  
UNDERSHERIFF

**Deputy Outside Services**

DATE: 6/25/2024

Mr. Michael Lewis  
Commissioner of Finance  
County Office Building  
40 Gleneida Avenue  
Carmel, N.Y. 10512

Dear Commissioner Lewis:

Check #00536660 in the amount of \$1,832.96

From: COUNTY OF PUTNAM

Is reimbursement for hours of services rendered by deputies for Holiday Crackdown, on Superbowl, February 11, 2024 and St. Patrick's Day, March 20, 2024. This was a DWI crackdown enforcement grant through NYS Governor's Traffic Safety Committee.

Please apply to corresponding revenue account # 17311000.422601 \$ 1,832.96

Very truly yours,

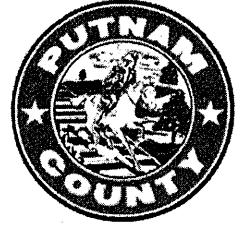
Kristin D. Van Tassel  
Fiscal Manager

1702.90  
130.26



KEVIN J. MCCONVILLE  
SHERIFF

PUTNAM COUNTY  
OFFICE OF THE SHERIFF  
AND  
CORRECTIONAL FACILITY  
THREE COUNTY CENTER  
CARMEL, NEW YORK 10512  
845-225-4300



THOMAS H. LINDERT  
UNDERSHERIFF

**Deputy Outside Services**

DATE: 9/16/2024

Mr. Michael Lewis  
Commissioner of Finance  
County Office Building  
40 Gleneida Avenue  
Carmel, N.Y. 10512

Dear Commissioner Lewis:

Check #537827 in the amount of \$1,274.24

From: COUNTY OF PUTNAM

Is reimbursement for hours of services rendered by deputies for Holiday Crackdown, on Memorial Day weekend, May 25<sup>th</sup> and 26<sup>th</sup>, 2024. This was a DWI crackdown enforcement grant through NYS Governor's Traffic Safety Committee.

Please apply to corresponding revenue account # 17311000.422601 \$ 1,274.24

Additionally, please increase expenditures:

17311000.51093	\$1,183,716.9
17311000.58002	\$ 90.5855

Very truly yours,

Kristin D. Van Tassel  
Fiscal Manager



# PUTNAM COUNTY

## VOUCHER

SHIP AND BILL TO:  
 DEPARTMENT: PROBATION-STOP DWI  
 ADDRESS: 40 GLENEIDA AVE.  
Carmel, NY 10512

VENDOR NUMBER: 4270

CLAIMANT NAME AND ADDRESS:  PUTNAM COUNTY SHERIFF 3 COUNTY CENTER CARMEL, NY 10512	ORG CODE	OBJECT CODE	PROJECT CODE	AMOUNT
	10331500	54936		\$1,274.24

LIST ALL INVOICE NUMBERS AND ATTACH ALL ORIGINAL INVOICES AND RECEIPTS

INVOICE DATE	INVOICE #	DESCRIPTION	CONTRACT #	UNIT PRICE	AMOUNT
05/25/2024	5/25/2024 STOP DWI	CHRISTOPHER TOMPKINS: 8 HOURS		\$79.58	\$636.64
05/26/2024	5/26/2024 STOP DWI	SHANE ROSSITER: 8 HOURS		\$79.70	\$637.60
				TOTAL	\$1,274.24

**CLAIMANT'S CERTIFICATION**

I, MATTHEW MONROE CERTIFY THAT THE ABOVE ACCOUNT IN THE AMOUNT OF \$ 1,274.24 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 7/8/2024 SIGNATURE *Matthew Monroe* TITLE LIEUTENANT

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.	
_____ DATE	_____ AUDITED BY:
_____ AUTHORIZED OFFICIAL	_____ DATE:



# 6n

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL- BUDGETARY AMENDMENT (24A100) – CORONER – DRUG OVERDOSE  
SUBMISSION REIMBURSEMENT PROGRAM – UNIFORMS**

**WHEREAS, the Putnam County Coroner has received \$900 from Health Research Inc. (HRI) for their participation in the Drug Overdose Report Submission Reimbursement Program; and**

**WHEREAS, this program helps support counties, specifically coroner and medical examiner offices, for their role in providing data and reports on fatal drug overdoses throughout the state; and**

**WHEREAS, the Putnam County Coroner has requested a budgetary amendment (24A100) to account for this reimbursement; 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:**

**Increase Revenues:**

**10118500 430351      Coroner – State Aid Medical Examiner                      900**

**Increase Expenses:**

**10118500                      Coroner  
                    54385                      Uniforms    900**

**2024 Fiscal Impact – 0 –  
2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

cc:all  
A+A

ReSO



MICHAEL LEWIS  
Commissioner Of Finance

SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

October 9, 2024

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

2024 OCT 11 PM 3:52  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

Dear Ms. Schonfeld

Pursuant to Code Section 5-1, A dated February 14, 2010, the following request to amend the 2024 Putnam County Coroner's budget has been submitted for approval.

<u>Increase Revenues:</u>		
10118500 430351	Coroner – St Aid Medical Examiner	<u>\$ 900</u>
<u>Increase Expenses:</u>		
10118500	Coroner	
54385	Uniforms	<u>\$ 900</u>

2024 Fiscal Impact - 0  
2025 Fiscal Impact - 0

The Putnam County Coroner has received \$900 from Health Research Inc. (HRI) for their participation in the Drug Overdose Report Submission Reimbursement Program. This program helps support counties, specifically coroner and medical examiner offices, for their role in providing data and reports on fatal drug overdoses throughout the state.

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	<b>24A100</b>
Date	Audit & Administration Committee: \$10,000.01 - \$25,000.00	





**OFFICE OF THE CORONER**  
**Michael J. Nesheiwat, MD**  
**COORDINATOR OF CORONERS**

DATE: October 2, 2024  
TO: Susanne Galya  
Finance Department  
FROM: Laureve Wilson  
Putnam County Coroner's Office  
RE: Check from Health Research

---

Attached is a check from Health Research for work done with the Department of Health on their SUDORS database research. Please put the check into Uniforms.

If you need anything else, please let me know.

Regards.

A handwritten signature in cursive script, appearing to read "Laureve Wilson".

Laureve Wilson  
Confidential Secretary  
Putnam County Coroner's Office  
(845) 808-4025 x41606

LW

101185000 430351

101185000 54385



# Department of Health

**KATHY HOCHUL**  
Governor

**JAMES V. McDONALD, M.D., M.P.H.**  
Commissioner

**JOHANNE E. MORNE, M.S.**  
Executive Deputy Commissioner

June 20, 2024

Dear Confidential Secretary – Putnam County Coroner’s Office ,

The Drug Overdose Report Submission Reimbursement Program was developed to help support counties, and specifically, coroner and medical examiner offices, as they play an important role in providing data and reports on fatal drug overdoses occurring throughout the state while facing increasing costs.

Due to the increasing volume and complexity of drug overdose cases, it is imperative that accurate, timely, data and reports must be completed and submitted to our Drug Overdose Surveillance and Epidemiology Unit to develop an evidence-based state and local-level response to the drug overdose epidemic.

The State Unintentional Drug Overdose Reporting System (SUDORS), a program that collects data on all fatal overdoses occurring in the state, contacts coroner and medical examiner offices throughout the year to request autopsy, forensic, and toxicology reports. If reports are received in a prompt manner, a reimbursement will be provided based on the number of reports received. The program director and our fiscal staff will work with you to process confirmatory purchase orders based on the number of reports submitted, and reimbursements are anticipated to occur on a quarterly basis. The program is supported by both state and federal funds, and is anticipated to remain in place until, at minimum, August 2028.

The coroner or medical examiner office in your county has submitted drug overdose reports to the New York State Unintentional Drug Overdose Reporting System (SUDORS). This qualifies your county to receive a reimbursement as part of our Drug Overdose Report Submission Reimbursement Program.

Please **submit a voucher on county letterhead** with the following information, sign and return to [Anne.DelVecchio@health.ny.gov](mailto:Anne.DelVecchio@health.ny.gov):

<b>EIN (Federal Tax Identification Number):</b>
<b>Description of Materials/Services:</b> Drug Overdose Reports for July to December 2023 (Coroner or Medical examiner autopsy, forensic investigative, and postmortem toxicology reports)
<b>Quantity:</b> 6
<b>Price:</b> \$150.00
<b>Total Amount (Quantity X Price):</b> \$900.00
<b>Bill to:</b> Health Research Incorporated 150 Broadway, Suite 280 Menands, NY 12204



## Department of Health

**KATHY HOCHUL**  
Governor

**JAMES V. McDONALD, M.D., M.P.H.**  
Commissioner

**JOHANNE E. MORNE, M.S.**  
Executive Deputy Commissioner

Thank you for participating in our program. Your Claim for Payment or Voucher will be submitted to our Office of Administration and Contracts for processing. A payment should be issued in approximately 30-60 days.

Our staff can provide case numbers submitted to our office as part of this effort for your internal documentation.

We strongly encourage that these funds are used to support activities occurring within your county and coroner office that involve drug overdose reporting and prevention efforts. Specifically, these funds can be used to offset the costs of enhanced toxicology testing, other coroner/medical examiner office's operational expenses or similar activities.

Please reach out to Program Manager, Anne DelVecchio, if you have any questions or concerns. We thank you for your continued partnership as we all work diligently to decrease drug overdoses in our state.

Sincerely,

*Lucila Zamboni*

Lucila Zamboni, Ph.D.  
Director, Drug Overdose Surveillance and Epidemiology  
Overdose Data To Action for States, Principal Investigator for Surveillance  
Office of Drug User Health, AIDS Institute

*Anne DelVecchio*

Anne DelVecchio, MPH  
Program Manager, State Unintentional Drug Overdose Reporting System  
Drug Overdose Surveillance and Epidemiology Unit  
Office of Drug User Health, AIDS Institute  
E-mail: [Anne.DelVecchio@health.ny.gov](mailto:Anne.DelVecchio@health.ny.gov)  
Phone: 518-473-1957



HEALTH RESEARCH  
INCORPORATED

Supplier Id.	Supplier Name	Check Date	Check No.
SUP-00000901	Putnam County	08/29/2024	00687816

Invoice Date	Invoice Number	Invoice Amount	Discount	Net Amount
06/27/2024	PO-00008415	900.00	0.00	900.00

#60

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A101) – PLANNING – FEDERAL TRANSIT ADMINISTRATION GRANT AWARD**

**WHEREAS, Putnam County is in receipt of a U.S. Department of Transportation, Federal Transit Administration (FTA) Grant award in the amount of \$750,000.00 utilizing FFY 2021 and 2022 Section 5307 funding; and**

**WHEREAS, funds will be used to replace approximately five (5) less than 30-foot vehicles that have reached their useful life on the Putnam County Transit System (PART); and**

**WHEREAS, the Commissioner of Planning has requested a budgetary amendment (24A101) to account for said grant award; 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 Transit Buses 750,000**

**Decrease Appropriations:**

**55997000 53000 52103 Transit – Section 5307 FFY 2021 391,300**

**55997000 53000 52206 Transit – Section 5307 FFY 2022 358,700**

**750,000**

**Increase Estimated Revenues:**

**55997000 445970 51711 Federal Aid – Transit Buses 600,000**

**55997000 435970 51711 State Aid – Transit Buses 75,000**

**55997000 428601 51711 Local Share – Transfer to General 75,000**

**750,000**

**Decrease Estimated Revenues:**

**55997000 445970 52103 Federal Aid – Section 5307 FFY 2021 313,040**

**55997000 435970 52103 State Aid – Section 5307 FFY 2021 39,130**

**55997000 428601 52103 Local Share – Transfer to General 39,130**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

<b>55997000 445970 52206</b>	<b>Federal Aid – Section 5307 FFY 2022</b>	<b>286,960</b>
<b>55997000 435970 52206</b>	<b>State Aid – Section 5307 FFY 2022</b>	<b>35,870</b>
<b>55997000 428601 52206</b>	<b>Local Share – Transfer from General</b>	<b><u>35,870</u></b>
		<b>750,000</b>
	<b>2024 Fiscal Impact – 0 –</b>	
	<b>2025 Fiscal Impact – 0 –</b>	

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

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 – 24A101 – Revised**  
DATE: October 29, 2024

2024 OCT 29 PM 12:45  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

At the request of the Commissioner of Planning, the following budgetary amendment is necessary.

**Capital Fund:**

**Increase (Decrease) Appropriations:**

55997000 53000 51711	Transit Buses	\$ 750,000
55997000 53000 52103	Transit - Sect 5307 FFY 2021	(391,300)
55997000 53000 52206	Transit - Sect 5307 FFY 2022	(358,700)
		<hr/>
		\$ -

**Increase (Decrease) Estimated Revenues:**

55997000 445970 51711	Federal Aid - Transit Buses	\$ 600,000
55997000 435970 51711	State Aid - Transit Buses	75,000
55997000 428601 51711	Local Share - Transfer from General	75,000
55997000 445970 52103	Federal Aid - Section 5307 FFY 2021	(313,040)
55997000 435970 52103	State Aid - Section 5307 FFY 2021	(39,130)
55997000 428601 52103	Local Share - Transfer from General	(39,130)
55997000 445970 52206	Federal Aid - Section 5307 FFY 2022	(286,960)
55997000 435970 52206	State Aid - Section 5307 FFY 2022	(35,870)
55997000 428601 52206	Local Share - Transfer from General	(35,870)
		<hr/>
		\$ -

Fiscal Impact - 2024 - \$ 0

Fiscal Impact - 2025 - \$ 0

Funds will be used for the Rolling rock purchases of five (5) less than 30-foot vehicles that have reached their useful life on the Putnam County Transit System (PART). Funds also include project administration. Both NY and Danbury, CT Section 5307 and 5339 funds from FFY 2021 and FFY 2022 will be used as funding sources. Please refer to grant award attached.

Please forward it to the appropriate committee.



MICHAEL J. LEWIS  
Commissioner of Finance



cc:all  
AVA

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 – 24A101**  
DATE: October 15, 2024

2024 OCT 18 PM 4: 23  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

At the request of the Commissioner of Planning, the following budgetary amendment is necessary.

**Capital Fund:**

**Increase (Decrease) Appropriations:**

55997000 53000 51711	Transit Buses	\$ 750,000
55997000 53000 52103	Transit - Sect 5307 FFY 2021	(391,300)
55997000 53000 52206	Transit - Sect 5307 FFY 2022	(358,700)
		<hr/>
		\$ -
		<hr/>

**Increase (Decrease) Estimated Revenues:**

55997000 445970 51711	Federal Aid - Transit Buses	\$ 600,000
55997000 435970 51711	State Aid - Transit Buses	75,000
55997000 428601 51711	Local Share - Transfer from General	75,000
55997000 445970 52103	Federal Aid - Section 5307 FFY 2021	(313,040)
55997000 435970 52103	State Aid - Section 5307 FFY 2021	(39,130)
55997000 428601 52103	Local Share - Transfer from General	(39,130)
55997000 445970 52206	Federal Aid - Section 5307 FFY 2022	(286,960)
55997000 435970 52206	State Aid - Section 5307 FFY 2022	(35,870)
57997000 428601 52006	Local Share - Transfer from General	(35,870)
		<hr/>
		\$ -
		<hr/>

Fiscal Impact - 2024 - \$ 0

Fiscal Impact - 2025 - \$ 0

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-31)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(31), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: PUTNAM COUNTY

Recipient ID: 1795

UEI: GLN9KUJQKBB8

DUNS: 072709553

## **Award Information**

Federal Award Identification Number: NY-2024-037-00

Award Name: Putnam County, NY Rolling Stock Purchases & Project Administration  
FFY 2021 & 2022 Section 5307/FFY 2021 Section 5339 (Lapsing Funds) /FFY 2022  
Section 5339

Award Start Date: 8/26/2024

Original Award End Date: 6/30/2026

Current Award End Date: 6/30/2026

Award Executive Summary: Putnam County New York seeks a total of \$680,000  
Federal funding. Total project cost with local share is \$850,000. The breakdown is as  
follows:

\$127,011 FY 2021 NY Section 5307  
\$186,029 FY 2021 Danbury, CT Section 5307  
\$286,960 FY 2022 NY Section 5307  
\$.31,636 FY 2021 NY Section 5339 (Lapsing)  
\$.27,299 FY 2021 Danbury, CT Section 5339 ND (Lapsing)  
\$.21,065 FY 2022 NY Section 5339

Sub-allocation resolution and split letters are attached to this grant application.

Funds will be used to replace approximately five (5) less than 30-foot vehicles that have reached their useful life on the Putnam County Transit System (PART). Funds also include project administration.

0.75% Safety Requirement: Putnam's budget for Section 5307 funds is \$600,000 in this award. FTA requires at least 0.75% of award funds or \$4,500 be spent on safety related projects. Putnam is satisfying this requirement based upon the projects listed within this application that will keep the vehicles in a safe/secure state of good repair.

1% Security Requirement: Putnam receives funds from the New York, NY and Danbury, CT UZAs. Putnam County certifies that it will expend at least 1% of the apportionment on security as required based upon the projects listed within this application that will keep the vehicles in a safe/secure state of good repair. Putnam utilizes local funds from bond proceeds.

P1 - Bus Rolling Stock \$313,040 (FY 2021 NY Section 5307 \$127,011 & FY 2021  
Danbury, CT Section 5307 \$186,029) NY State & Local Funds \$78,260.

P2 - 2024 Project Administration (FFY 2021 NY Section 5339 Lapsing funds \$31,636)

NY State & Local funds \$7,908.

P3 - 2024 Project Administration (FFY 2021 Danbury, Ct Section 5339 Lapsing funds \$27,299) NY State & Local funds \$6,825.

P4 - 2024 Project Administration (FFY 2022 NY Section 5339 funds \$21,065) NY State & Local funds \$5,266.

P5 - Putnam County, NY Rolling Stock (FFY 2022 NY Section 5307 funds \$286,960) NY State & Local funds \$71,740.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

### **Award Budget**

Total Award Budget: \$850,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$680,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$170,000.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$680,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$170,000.00

### **Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$600,000
5339 - Buses and Bus Facilities Formula	5339-1	20526	\$80,000
Local			\$85,000

Local/In-Kind	\$0
State	\$85,000
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
<b>Total Eligible Cost</b>	<b>\$850,000</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

**U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

DOL Decision: DOL Concurrs - Certified  
DOL Review Date: 8/26/2024  
DOL Certification Date: 8/26/2024

**Special Conditions**

There are no special conditions.

**FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

**FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:  
Michael Culotta  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: michael.culotta@dot.gov  
Award Date: 8/26/2024

**EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be

the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

*PUTNAM COUNTY*

## Diane Schonfeld

---

**From:** Barbara Barosa  
**Sent:** Monday, October 28, 2024 4:20 PM  
**To:** Diane Schonfeld  
**Cc:** Diane Trabulsy  
**Subject:** RE: 24A101  
**Attachments:** AwardLetter\_NY-2024-037-00.docx

Diane,

Please see attached for the backup in support of the proposed budgetary amendment for Audit. The \$100,000 funding for Project Administration is already incorporated in the 2024 Planning Budget line 10802000 449894, so not referenced in this budgetary amendment, only the \$750,000 matched funds for the purchase of 5 transit buses has been requested to be allocated from the 2021 and 2022 Section 5307 funding. For the language to include in the resolution, see below:

**APPROVAL/ BUDGETARY AMENDMENT ( 24A101)/ PLANNING/ FEDERAL TRANSIT ADMINISTRATION GRANT AWARD**

**WHEREAS, Putnam County is in receipt of a U.S. Department of Transportation, Federal Transit Administration (FTA) Grant award in the amount of \$750,000.00 utilizing FFY 2021 and 2022 Section 5307 funding; and**

**WHEREAS, funds will be used to replace approximately five (5) less than 30-foot vehicles that have reached their useful life on the Putnam County Transit System (PART); and**

**WHEREAS, the Commissioner of Planning has requested a budgetary amendment (24A101) to account for said grant award; 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:**

**(Insert Commissioner of Finance Budgetary details here)**

# DOT

# FTA

U.S. Department of Transportation

Federal Transit Administration

## Award

<b>Federal Award Identification Number (FAIN)</b>	NY-2024-037-00
<b>Temporary Application Number</b>	1795-2024-1
<b>Award Name</b>	Putnam County, NY Rolling Stock Purchases & Project Administration FFY 2021 & 2022 Section 5307/FFY 2021 Section 5339 (Lapsing Funds) /FFY 2022 Section 5339
<b>Award Status</b>	Active (Executed)
<b>Award Budget Number</b>	0

<b>Period of Performance Start Date</b>	8/26/2024		
<b>Original Period of Performance End Date</b>	6/30/2026		
<b>Current Period of Performance End Date</b>	6/30/2026	Revision #: 0	Approved?: Yes

<b>Budget Period Start Date</b>	8/26/2024
<b>Budget Period End Date</b>	6/30/2026

## Part 1: Recipient Information

**Name: PUTNAM COUNTY**

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1795	County Agency	PUTNAM COUNTY	GLN9KUJQKBB8	072709553

Location Type	Address	City	State	Zip
Physical Address	40 GLENEIDA AVENUE	CARMEL	NY	10512
Mailing Address	40 GLENEIDA AVENUE	CARMEL	NY	10512

## Union Information



<b>Union Name</b>	<b>IUOE LOCAL 30 - AFL CIO</b>
Address 1	115-06 Myrtle Ave
Address 2	
City	Richmond Hill
State	NY
Zipcode	11418
Contact Name	Gary Archer
Telephone	7188478484
Fax	7188052172
E-mail	garyarcher@iuoelocal30.org
Website	iuoelocal30.org
<b>Union Name</b>	<b>TEAMSTERS &amp; CHAUFFERS LOCAL 456</b>
Address 1	160 South Central Avenue
Address 2	
City	Elmsford
State	NY
Zipcode	10523
Contact Name	Louis Picani
Telephone	9145929500
Fax	
E-mail	louispicani@teamserslocal456.com
Website	teamster.org
<b>Union Name</b>	<b>TRANSPORT WORKERS UNION OF AMERICA</b>
Address 1	80 West End Avenue
Address 2	
City	New York
State	New York
Zipcode	10023
Contact Name	Joseph Carbon
Telephone	2128736000
Fax	2127211431
E-mail	
Website	

## Part 2: Award Information

**Title: Putnam County, NY Rolling Stock Purchases & Project Administration FFY 2021 & 2022 Section 5307/FFY 2021 Section 5339 (Lapsing Funds)/FFY 2022 Section 5339**

<b>FAIN</b>	<b>Award Status</b>	<b>Award Type</b>	<b>Application Cost Center</b>	<b>Date Created</b>	<b>Last Updated Date</b>	<b>From TEAM?</b>
NY-2024-037-00	Active (Executed)	Grant	Region 2	4/29/2024	4/29/2024	No

**Award Executive Summary**

Putnam County New York seeks a total of \$680,000 Federal funding. Total project cost with local share is \$850,000. The breakdown is as follows:

- \$127,011 FY 2021 NY Section 5307
- \$186,029 FY 2021 Danbury, CT Section 5307
- \$286,960 FY 2022 NY Section 5307
- \$.31,636 FY 2021 NY Section 5339 (Lapsing)
- \$.27,299 FY 2021 Danbury, CT Section 5339 ND (Lapsing)
- \$.21,065 FY 2022 NY Section 5339

Sub-allocation resolution and split letters are attached to this grant application.

Funds will be used to replace approximately five (5) less than 30-foot vehicles that have reached their useful life on the Putnam County Transit System (PART). Funds also include project administration.

0.75% Safety Requirement: Putnam's budget for Section 5307 funds is \$600,000 in this award. FTA requires at least 0.75% of award funds or \$4,500 be spent on safety related projects. Putnam is satisfying this requirement based upon the projects listed within this application that will keep the vehicles in a safe/secure state of good repair.

1% Security Requirement: Putnam receives funds from the New York, NY and Danbury, CT UZAs. Putnam County certifies that it will expend at least 1% of the apportionment on security as required based upon the projects listed within this application that will keep the vehicles in a safe/secure state of good repair. Putnam utilizes local funds from bond proceeds.

- P1 - Bus Rolling Stock \$313,040 (FY 2021 NY Section 5307 \$127,011 & FY 2021 Danbury, CT Section 5307 \$186,029) NY State & Local Funds \$78,260.
- P2 - 2024 Project Administration (FFY 2021 NY Section 5339 Lapsing funds \$31,636) NY State & Local funds \$7,908.
- P3 - 2024 Project Administration (FFY 2021 Danbury, Ct Section 5339 Lapsing funds \$27,299) NY State & Local funds \$6,825.
- P4 - 2024 Project Administration (FFY 2022 NY Section 5339 funds \$21,065) NY State & Local funds \$5,266.
- P5 - Putnam County, NY Rolling Stock (FFY 2022 NY Section 5307 funds \$286,960) NY State & Local funds \$71,740.

**Frequency of Milestone Progress Reports (MPR)**

Annual

**Frequency of Federal Financial Reports (FFR)**

Annual

**Does this application include funds for research and/or development activities?**

This award does not include research and development activities.

**Pre-Award Authority**

This award is using Pre-Award Authority.

**Does this application include suballocation funds?**

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

**Will this Grant be using Lapsing Funds?**

Yes, this Grant will use Lapsing Funds.

**Will indirect costs be applied to this application?**

This award does not include an indirect cost rate.

*Indirect Rate Details: N/A*

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

## Award Description

**Purpose**

Replace less than 30 vehicles that have reach their useful lives to be used on the PART Public Transit System and Project Administration.

**Activities to be performed:**

Rolling Stock Procurement and Project Administration.

**Expected outcomes:**

Continued Operations of the Putnam County Transit (PART) System by replacing older vehicles.

**Intended beneficiaries:**

Putnam County, New York transit riders including residents as well as visitors.

**Subrecipient Activities:**

None

## Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Barbara	Barosa	Commissioner of Planning, Development & Public Transportation	barbara.barosa@putnamcountyny.gov	(845) 878-3480 48107
Madeleine	Duchatellier	Transportation Program Specialist	Madeleine.Duchatellier@dot.gov	(212) 668-2202
	jennifer.terry@dot.gov	Community Planner		

## Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$600,000
5339 - Buses and Bus Facilities Formula	5339-1	20526	\$80,000
Local			\$85,000

Local/In-Kind	\$0
State	\$85,000
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
<b>Total Eligible Cost</b>	<b>\$850,000</b>

## Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NY-2024-037-01-00	111-00 (111-A1) BUS - ROLLING STOCK	\$313,040.00	\$78,260.00	\$391,300.00	5
NY-2024-037-01-00	BUY 11.12.04 REPLACEMENT <30 FT BUS	\$313,040.00	\$78,260.00	\$391,300.00	5
NY-2024-037-02-00	117-00 (117-A2) OTHER CAPITAL ITEMS (BUS)	\$31,636.00	\$7,909.00	\$39,545.00	0
NY-2024-037-02-00	11.79.00 2024 PROJECT ADMINISTRATION FFY 2021 NY SECTION 5339 (LAPSING)	\$31,636.00	\$7,909.00	\$39,545.00	0
NY-2024-037-03-00	117-00 (117-A3) OTHER CAPITAL ITEMS (BUS)	\$27,299.00	\$6,825.00	\$34,124.00	0
NY-2024-037-03-00	11.79.00 2024 PROJECT ADMINISTRATION	\$27,299.00	\$6,825.00	\$34,124.00	0
NY-2024-037-04-00	117-00 (117-A4) OTHER CAPITAL ITEMS (BUS)	\$21,065.00	\$5,266.00	\$26,331.00	0
NY-2024-037-04-00	11.79.00 2024 PROJECT ADMINISTRATION FY 2022 NY SECTION 5339	\$21,065.00	\$5,266.00	\$26,331.00	0
NY-2024-037-05-00	111-00 (111-A5) BUS - ROLLING STOCK	\$286,960.00	\$71,740.00	\$358,700.00	0

NY-2024-037-05-00	11.12.04	BUY REPLACEMENT <30 FT BUS	\$286,960.00	\$71,740.00	\$358,700.00	0
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### Discretionary Allocations

This application does not contain discretionary allocations.

### Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
NY-90-Y070	NY-2024-037-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	3600 10	New York-Jersey City-Newark, NY-NJ	2021.25.90.91.2	00	Urbanized Area Formula Grants	\$313,040	\$313,040
NY-90-Y070	NY-2024-037-05-00	BUS - ROLLING STOCK	111-00 (111)	A5	3600 10	New York-Jersey City-Newark, NY-NJ	2021.25.90.91.2	00	Urbanized Area Formula Grants	\$100,931	\$100,931
NY-90-Y070	NY-2024-037-05-00	BUS - ROLLING STOCK	111-00 (111)	A5	3600 00	New York	2021.25.90.91.2	00	Urbanized Area Formula Grants	\$186,029	\$186,029
NY-34-0172	NY-2024-037-02-00	OTHER CAPITALS (BUS)	117-00 (117)	A2	3600 10	New York-Jersey City-Newark, NY-NJ	2021.24.34.BF.1	00	Section 5339 Bus and Buses Facilities – Formula Allocation	\$31,636	\$31,636
NY-34-0172	NY-2024-037-04-00	OTHER CAPITALS (BUS)	117-00 (117)	A4	3600 10	New York-Jersey City-Newark, NY-NJ	2021.24.34.BF.1	00	Section 5339 Bus and Buses Facilities – Formula Allocation	\$21,065	\$21,065
NY-34-0172	NY-2024-037-03-00	OTHER CAPITALS (BUS)	117-00 (117)	A3	3600 00	New York	2021.25.34.31.2	00	Bus Form - States/Territories	\$27,299	\$27,299

### Part 3: Project Information

**Project Title: PUTNAM COUNTY PURCHASE ROLLING STOCK of five (5) REPLACEMENT VEHICLES**

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NY-2024-037-01-00	1795-2024-1-P1	4/29/2024	1/21/2020	1/31/2026

Project Description

This project will purchase five (5) less than 30 feet transit vehicles to be used on the Putnam Area Rapid Transit (PART) public transit system. The new vehicles will be 16-passenger with wheelchair lift, dual rear wheel cutaways. Useful life will be 7 years/200,000 miles. Vehicles will be purchased off the NYS DOT contract, NY SOGS Group 40523 Award 23170. Prices are based on bid documents from the NYS Department of Transportation. Each vehicle will have mechanical fareboxes, two-way radios, passenger counters, painting as per fleet standard and other accessories. Vehicles being replaced and have exceeded their useful life include:

Vehicle #	Seats	Year	Make	Fuel	Miles	VIN
188	16/2	w/c	2017	Ford	G 310,536	1FDFE4FSXHDC19074
189	16/2	w/c	2017	Ford	G 299,288	1FDFE4FS7HDC20716
191	16/2	w/c	2017	Ford	G 308,652	1FDFE4FS1HDC28407
192	16/2	w/c	2017	Ford	G 294,184	1FDFE4FS3HDC28408
194	16/2	w/c	2017	Ford	G 309, 843	1FDFE4FS1HDC28410

For IIJA (BIL) awards - For rolling stock, equipment and aggregate supplies that have met their minimum useful life and were (1) purchased with Federal assistance (2) with a fair market value of more than \$5,000 and (3) sold after November 15, 2021, the recipient may retain a portion of the funds -- \$5,000 plus the percentage of its local share in the original award. Any remaining Federal share must be returned to FTA. The Federal share of the sales proceeds cannot be retained for public transportation use. <https://www.transit.dot.gov/funding/grants/bipartisan-infrastructure-law-disposition-requirements-frequently-asked-questions>

**Project Benefits**

Replacement of vehicle(s) that will reach the end of their useful life of 7 years/ 200,000 miles and are experiencing breakdowns while in service. The project will also improve reliability and efficiency of the transit system by reducing delays.

**Additional Information**

*None provided.*

**Location Description**

Parts of various towns in Putnam County, New York covering the fixed route bus service including the towns of Carmel, Kent, Patterson, and Southeast.

**Project Location (Urbanized Areas)**

UZA Code	Area Name
360010	New York-Jersey City-Newark, NY-NJ
362470	Danbury, CT-NY
360570	Bridgeport-Stamford, CT-NY

**Congressional District Information**

District	State
17	New York

**Program Plan Information**

**STIP/TIP**

Date: 7/1/2024

Description: PIN 8TM066

**UPWP**

Date: N/A

Description: N/A

**Long Range Plan**

Date: N/A

Description: N/A

**Project Control Totals**

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$313,040
Local			\$39,130
Local/In-Kind			\$0
State			\$39,130
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$391,300</b>

**Project Budget**

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NY-2024-037-01-00	111-00 (111-A1) BUS - ROLLING STOCK	\$313,040.00	\$78,260.00	\$391,300.00	5
NY-2024-037-01-00	11.12.04 BUY REPLACEMENT <30 FT BUS	\$313,040.00	\$78,260.00	\$391,300.00	5

**Project Budget Activity Line Items**

Budget Activity Line Item: 11.12.04 - BUY REPLACEMENT <30 FT BUS				
Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT < 30 FT BUS	BUY REPLACEMENTS - CAPITAL BUS	5

**Extended Budget Description**

This project utilizing FY 2021 NY & CT Section 5307 will be supplemented with P-5 of this application to purchase approximately five (5) less than 30 feet transit vehicles to be used on the PART public transit system. New vehicles will be 2025 Ford E350 dual wheel 16-passenger cutaways with accommodation for wheelchair positions and lifts. Useful life will be 7 years/200,000 miles. Vehicles will be purchased off the New York State Office of General Services (OGS) Group #40523 Award 23170. Prices are based on bid documents from the NYS Department of Transportation. Each vehicle will include a mechanical farebox, two-way radio, passenger counter, painting per fleet standard and other accessories. Vehicles to be replaced are:

ID#	Seats	Year	Make	Fuel	Miles	VIN
188	16/2	w/c	2017	Ford	G 310,536	1FDFE4FSXHDC19074
189	16/2	w/c	2017	Ford	G 299,288	1FDFE4FS7HDC20716
191	16/2	w/c	2017	Ford	G 308,652	1FDFE4FS1HDC28407
192	16/2	w/c	2017	Ford	G 294,184	1FDFE4FS3HDC28408
194	16/2	w/c	2017	Ford	G 309,843	1FDFE4FS1HDC28410

For IIJA (BIL) awards - For rolling stock, equipment and aggregate supplies that have met their minimum useful life and were (1) purchased with Federal assistance (2) with a fair market value of more than \$5,000 and (3) sold after November 15, 2021, the recipient may retain a portion of the funds -- \$5,000 plus the percentage of its local share in the original award. Any remaining Federal share must be returned to FTA. The Federal share of the sales proceeds cannot be retained for public transportation use. <https://www.transit.dot.gov/funding/grants/bipartisan-infrastructure-law-disposition-requirements-frequently-asked-questions>

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Gasoline	New	Less than 30 feet, 16 passengers with wheelchair accommodations and lift.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$313,040
Local			\$39,130
Local/In-Kind			\$0
State			\$39,130
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$391,300</b>

Milestone Name	Est. Completion Date	Description
Contract Award Date	1/21/2020	Contract awarded on 1/21/2020 and Revised 1/19/2024.
RFP/IFB Issue Date	12/31/2024	NYS Department of Transportation Office of General Services Group 40523 Award No. 23170 Contract



period 1/21/2020 through 1/20/2025. Contract issued 1/21/2020 and revised 1/29/2024.

Initial Delivery Date 8/1/2025  
 Final Delivery Date 12/31/2025  
 Contract Completion Date 1/31/2026

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

#### Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	7/3/2024

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT <30 FT BUS	5	\$313,040.00	\$391,300.00

### Project Title: PROJECT ADMINISTRATION FY 2021 NY SECTION 5339 LAPSING

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NY-2024-037-02-00	1795-2024-1-P2	5/10/2024	1/1/2024	12/31/2024

#### Project Description

This project will provide project administration costs for FFY 2024 for the implementation of Rolling Stock purchases in this grant. Funding is for \$39,545 of which \$31,636 will be Federal FY 2021 NY 5339 Lapsing funds.

#### Project Benefits

Assist in administration of grants.

#### Additional Information

N/A

**Location Description**

All of Putnam County, New York.

**Project Location (Urbanized Areas)**

UZA Code	Area Name
360010	New York-Jersey City-Newark, NY-NJ
362470	Danbury, CT-NY
360570	Bridgeport-Stamford, CT-NY

**Congressional District Information**

District	State
17	New York

**Program Plan Information****STIP/TIP**

Date: 5/1/2024

Description: PIN 8TRM.61

**UPWP**

Date: N/A

Description: N/A

**Long Range Plan**

Date: N/A

Description: N/A

**Project Control Totals**

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$31,636
Local			\$3,955
Local/In-Kind			\$0
State			\$3,954
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$39,545</b>

**Project Budget**

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NY-2024-037-02-00	117-00 OTHER CAPITAL ITEMS (BUS)	\$31,636.00	\$7,909.00	\$39,545.00	0
NY-2024-037-02-00	11.79.00 2024 PROJECT ADMINISTRATION FFY 2021 NY SECTION 5339 (LAPSING)	\$31,636.00	\$7,909.00	\$39,545.00	0

### Project Budget Activity Line Items

**Budget Activity Line Item: 11.79.00 - 2024 PROJECT ADMINISTRATION FFY 2021 NY SECTION 5339 (LAPSING)**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.79.00	PROJECT ADMINISTRATION	OTHER CAPITAL ITEMS (BUS)	0

**Extended Budget Description**

Putnam County plans to utilize FY 2021 NY 5339 Lapsing funds in the amount of \$31,636 (\$7,909 local match). Funds are to be used for Project Administration for Rolling Stock purchases to maintain operations and meet requirements for continued operation of the Putnam Area Rapid Transit (PART) Bus service.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$31,636
Local			\$3,955
Local/In-Kind			\$0
State			\$3,954
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$39,545</b>

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	
End Date	12/31/2024	

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

#### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	7/3/2024

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.79.00	2024 PROJECT ADMINISTRATION FFY 2021 NY SECTION 5339 (LAPSING)	0	\$31,636.00	\$39,545.00

### Project Title: PROJECT ADMINISTRATION FY 2021 CT SECTION 5339 ND Lapsing

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NY-2024-037-03-00	1795-2024-1-P3	5/17/2024	1/1/2024	12/31/2024

#### Project Description

This project will provide project administration costs for directly administering a capital project in Grant NY-2021-028 for the Putnam County Transit Facility Renovations and Rehabilitation (Federal Funds \$1,110,400). Funding is for \$34,124 of which \$27,299 will be Federal FY 2021 CT 5339 Lapsing funds. Project will be supplemented by project P-4 in this grant.

#### Project Benefits

Assist in the administration of the Transit Facility Renovations and Rehabilitation Capital Project.

#### Additional Information

None provided.

#### Location Description

841 Fair Street in the town of Patterson, Putnam County, New York.

## Project Location (Urbanized Areas)

UZA Code	Area Name
360010	New York-Jersey City-Newark, NY-NJ
362470	Danbury, CT-NY
360570	Bridgeport-Stamford, CT-NY

### Congressional District Information

District	State
17	New York

### Program Plan Information

**STIP/TIP**

Date: 7/3/2024

Description: PIN 8TRM.61

**UPWP**

Date: N/A

Description: N/A

**Long Range Plan**

Date: N/A

Description: N/A

### Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$27,299
Local			\$3,412
Local/In-Kind			\$0
State			\$3,413
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$34,124</b>

### Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NY-2024-037-03-00	117-00 OTHER CAPITAL ITEMS (BUS)	\$27,299.00	\$6,825.00	\$34,124.00	0

(117-A3)							
NY-2024-037-03-00	11.79.00	2024 PROJECT ADMINISTRATION	\$27,299.00	\$6,825.00	\$34,124.00	0	

## Project Budget Activity Line Items

### Budget Activity Line Item: 11.79.00 - 2024 PROJECT ADMINISTRATION

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.79.00	PROJECT ADMINISTRATION	OTHER CAPITAL ITEMS (BUS)	0

#### Extended Budget Description

This project will provide project administration costs for directly administering a capital project in Grant NY-2021-028 for the Putnam County Transit Facility Renovations and Rehabilitation (Federal Funds \$1,110,400). Funding is for \$34,124 of which \$27,299 will be Federal FY 2021 CT 5339 ND Lapsing funds. Project will be supplemented by project P-4 in this grant.

#### Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$27,299
Local			\$3,412
Local/In-Kind			\$0
State			\$3,413
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$34,124</b>

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	
End Date	12/31/2024	

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project

description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	7/3/2024

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.79.00	2024 PROJECT ADMINISTRATION	0	\$27,299.00	\$34,124.00

**Project Title: PROJECT ADMINISTRATION FY 2022 NY SECTION 5339 FUNDS**

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NY-2024-037-04-00	1795-2024-1-P4	5/17/2024	1/1/2024	12/31/2024

**Project Description**

This project will provide project administration costs for directly administering a capital project in Grant NY-2021-028 for the Putnam County Transit Facility Renovations and Rehabilitation (Federal Funds \$1,110,400). Federal FY 2022 NY Section 5339 funds will be utilized in the amount of \$21,065 ( \$5,266 local match) for a total project cost of \$26,331. This project will also be supplemented with P-3 within this grant application.

**Project Benefits**

Assist in the administration of the Transit Facility Renovations and Rehabilitation capital project.

**Additional Information**

*None provided.*

**Location Description**

841 Fair Street in the town of Patterson, Putnam County, New York

**Project Location (Urbanized Areas)**

UZA Code	Area Name
360010	New York-Jersey City-Newark, NY-NJ
362470	Danbury, CT-NY
360570	Bridgeport-Stamford, CT-NY

**Congressional District Information**

<b>District</b>	<b>State</b>
17	New York

## Program Plan Information

### STIP/TIP

Date: 7/3/2024

Description: PIN 8TRM.61

### UPWP

Date: N/A

Description: N/A

### Long Range Plan

Date: N/A

Description: N/A

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$21,065
Local			\$2,633
Local/In-Kind			\$0
State			\$2,633
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$26,331</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NY-2024-037-04-00	117-00 OTHER CAPITAL ITEMS (BUS)	\$21,065.00	\$5,266.00	\$26,331.00	0
NY-2024-037-04-00	11.79.00 2024 PROJECT ADMINISTRATION FY 2022 NY SECTION 5339	\$21,065.00	\$5,266.00	\$26,331.00	0



## Project Budget Activity Line Items

**Budget Activity Line Item: 11.79.00 - 2024 PROJECT ADMINISTRATION FY 2022 NY SECTION 5339**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.79.00	PROJECT ADMINISTRATION	OTHER CAPITAL ITEMS (BUS)	0

### Extended Budget Description

This project will provide project administration costs for directly administering a capital project in Grant NY-2021-028 for the Putnam County Transit Facility Renovations and Rehabilitation (Federal Funds \$1,110,400). Project amount is for \$26,331 of which \$21,065 (\$5,266 local match) will be Federal FY 2022 NY 5339 funds. Project will be supplemented by project P-3 in this grant

### Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$21,065
Local			\$2,633
Local/In-Kind			\$0
State			\$2,633
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$26,331</b>

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	
End Date	12/31/2024	

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

#### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	7/3/2024

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.79.00	2024 PROJECT ADMINISTRATION FY 2022 NY SECTION 5339	0	\$21,065.00	\$26,331.00

**Project Title: PUTNAM COUNTY PURCHASE ROLLING STOCK - 2022 NY SECTION 5307**

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NY-2024-037-05-00	1795-2024-1-P5	7/3/2024	1/21/2020	1/31/2026

**Project Description**

This project is to supplement P-1 of this application utilizing \$286,960 FY 2022 NY Section 5307 funds (\$71,740 local match) for the purchase of rolling stock on the Putnam Transit System.

**Project Benefits**

Replacement of vehicle(s) that are reaching the end of their useful life of 7 years/200,000 miles. The project will improve reliability and efficiency of the transit system by reducing delays due to increased breakdowns.

**Additional Information**

None provided.

**Location Description**

Parts of various towns in Putnam County, New York covering the Public Transportation Systems including the towns of Carmel, Kent, Patterson, and Southeast.

**Project Location (Urbanized Areas)**

UZA Code	Area Name
360010	New York-Jersey City-Newark, NY-NJ
362470	Danbury, CT-NY
360570	Bridgeport-Stamford, CT-NY

**Congressional District Information**

District	State
17	New York

**Program Plan Information**

STIP/TIP

Date: 7/1/2024  
 Description: PIN 8TM066

**UPWP**

Date: N/A  
 Description: N/A

**Long Range Plan**

Date: N/A  
 Description: N/A

**Project Control Totals**

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$286,960
Local			\$35,870
Local/In-Kind			\$0
State			\$35,870
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$358,700</b>

**Project Budget**

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NY-2024-037-05-00	111-00 (111-A5) BUS - ROLLING STOCK	\$286,960.00	\$71,740.00	\$358,700.00	0
NY-2024-037-05-00	11.12.04 BUY REPLACEMENT <30 FT BUS	\$286,960.00	\$71,740.00	\$358,700.00	0

**Project Budget Activity Line Items**

**Budget Activity Line Item: 11.12.04 - BUY REPLACEMENT <30 FT BUS**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
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BUS - ROLLING STOCK (111-00) 11.12.04 BUY REPLACEMENT < 30 FT BUS BUY REPLACEMENTS - CAPITAL BUS 0

**Extended Budget Description**

This project will supplement P-1 utilizing FY 2022 NY Section 5307 funds of \$286,960 for replacement of five (5) less than 30 feet transit vehicles to be used on the PART public transit system. New vehicles will be 2025 Ford E350 dual wheel cutaways with accommodation for wheelchair positions and lifts. Useful life will be 7years/200,000 miles.All vehicles are being purchased off the NYS Office of General Services (OGS)Group 40523 Award 23170. Prices are based on bid documents from the NYS Department of Transportation. Vehicles will include mechanical fareboxes, two-way radios, passenger counters,painting per fleet standard and other accessories.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Gasoline	New	>30 feet

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$286,960
Local			\$35,870
Local/In-Kind			\$0
State			\$35,870
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$358,700</b>

Milestone Name	Est. Completion Date	Description
Contract Award Date	1/21/2020	Contract awarded on 1/21/2020 and Revised 1/19/2024.
Initial Delivery Date	8/1/2025	
RFP/IFB Issue Date	12/31/2025	NYS Department of Transportation, Office of General Services Group 40523 Award No.23170 Contract period 1/21/2020 through 1/20/2025.Contract issued 1/21/2020 and revised 1/29/2024.
Final Delivery Date	12/31/2025	
Contract Completion Date	1/31/2026	

**Project Environmental Findings**

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	7/17/2024

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT <30 FT BUS	0	\$286,960.00	\$358,700.00

**Part 4: Fleet Details**

**Fleet Type:** Fixed Route

**Fleet Comments**

*None provided.*

		Current Value
I.	<b>Active Fleet</b>	
	A. Peak Requirement	7
	B. Spares	6
	C. Total (A+B)	13
	D. Spare Ratio (B/A)	85.71%
II.	<b>Inactive Fleet</b>	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	<b>Total (I.C and II.C)</b>	13

**Fleet Type:** Paratransit

**Fleet Comments**

*None provided.*

Current Value

I.	<b>Active Fleet</b>	
	A. Peak Requirement	5
	B. Spares	3
	C. Total (A+B)	8
	D. Spare Ratio (B/A)	60%
II.	<b>Inactive Fleet</b>	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	<b>Total (I.C and II.C)</b>	8

## Part 5: FTA Review Comments

There are no review comments to display at this time.

## Part 6: Agreement

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-31)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(31), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: PUTNAM COUNTY

Recipient ID: 1795

UEI: GLN9KUJQKBB8

DUNS: 072709553

**Award Information**

Federal Award Identification Number: NY-2024-037-00

Award Name: Putnam County, NY Rolling Stock Purchases & Project Administration FFY 2021 & 2022 Section 5307/FFY 2021 Section 5339 (Lapsing Funds) /FFY 2022 Section 5339

Award Start Date: 8/26/2024

Original Award End Date: 6/30/2026

Current Award End Date: 6/30/2026

Award Executive Summary: Putnam County New York seeks a total of \$680,000 Federal funding. Total project cost with local share is \$850,000. The breakdown is as follows:

\$127,011 FY 2021 NY Section 5307  
\$186,029 FY 2021 Danbury, CT Section 5307  
\$286,960 FY 2022 NY Section 5307  
\$.31,636 FY 2021 NY Section 5339 (Lapsing)  
\$.27,299 FY 2021 Danbury, CT Section 5339 ND (Lapsing)  
\$.21,065 FY 2022 NY Section 5339

Sub-allocation resolution and split letters are attached to this grant application.

Funds will be used to replace approximately five (5) less than 30-foot vehicles that have reached their useful life on the Putnam County Transit System (PART). Funds also include project administration.

0.75% Safety Requirement: Putnam's budget for Section 5307 funds is \$600,000 in this award. FTA requires at least 0.75% of award funds or \$4,500 be spent on safety related projects. Putnam is satisfying this requirement based upon the projects listed within this application that will keep the vehicles in a safe/secure state of good repair.

1% Security Requirement: Putnam receives funds from the New York, NY and Danbury, CT UZAs. Putnam County certifies that it will expend at least 1% of the apportionment on security as required based upon the projects listed within this application that will keep the vehicles in a safe/secure state of good repair. Putnam utilizes local funds from bond proceeds.

P1 - Bus Rolling Stock \$313,040 (FY 2021 NY Section 5307 \$127,011 & FY 2021 Danbury, CT Section 5307 \$186,029) NY State & Local Funds \$78,260.

P2 - 2024 Project Administration (FFY 2021 NY Section 5339 Lapsing funds \$31,636) NY State & Local funds \$7,908.

P3 - 2024 Project Administration (FFY 2021 Danbury, Ct Section 5339 Lapsing funds \$27,299) NY State & Local funds \$6,825.

P4 - 2024 Project Administration (FFY 2022 NY Section 5339 funds \$21,065) NY State & Local funds

\$5,266.

P5 - Putnam County, NY Rolling Stock (FFY 2022 NY Section 5307 funds \$286,960) NY State & Local funds \$71,740.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

### **Award Budget**

Total Award Budget: \$850,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$680,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$170,000.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$680,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$170,000.00

### **Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$600,000
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$80,000
Local			\$85,000
Local/In-Kind			\$0
State			\$85,000
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$850,000</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

### **U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

DOL Decision: DOL Concur - Certified  
DOL Review Date: 8/26/2024



DOL Certification Date: 8/26/2024

### **Special Conditions**

There are no special conditions.

### **FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

### **FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:  
Michael Culotta  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: michael.culotta@dot.gov  
Award Date: 8/26/2024

### **EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:  
*Kevin Byrne*  
*Putnam County Executive*  
**PUTNAM COUNTY**  
9/3/2024

#6P

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL - BUDGETARY AMENDMENT (24A102) – PLANNING – NYSERDA CLEAN ENERGY COMMUNITIES PROGRAM AWARD**

**WHEREAS, by Resolution #196 of 2024, the Putnam County Legislature approved the County’s applications to NYSERDA and SWIMS in connection with the costs associated with window replacements, electric landscaping equipment and the lifeguard training program; and**

**WHEREAS, Putnam County has been awarded \$125,000 in Clean Energy Communities funding from the NYS Energy Research & Development Authority (NYSERDA); and**

**WHEREAS, the initial proposal to use these funds toward energy efficient window upgrades at the Donald B. Smith campus was rejected by NYSERDA; and**

**WHEREAS, funds were approved to install solar panels on the roof of the transit facility; and**

**WHEREAS, the Commissioner of Planning has requested a budgetary amendment (24A102) to account 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:**

**Increase Revenues:**

<b>55997000 52009</b>	<b>Cap Projects Other Transp – NYSERDA Clean Energy Grant</b>	
<b>439890</b>	<b>State Aid – Other H &amp; C</b>	<b>125,000</b>

**Increase Expenses:**

<b>55997000 52009</b>	<b>Cap Projects Other Transp – NYSERDA Clean Energy Grant</b>	
<b>53000</b>	<b>Capital Expenditures</b>	<b>125,000</b>

**2024 Fiscal Impact – 0 –**

**2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

MICHAEL LEWIS  
Commissioner Of Finance



cc:all  
A+A

Reso

SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

October 15, 2024

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

Dear Ms. Schonfeld

Pursuant to Resolution 196 dated September 3, 2024, I am advising you of the following request to amend the 2024 Capital Projects budget:

2024 OCT 22 AM 10:30  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

**Increase Revenues:**

<b>55997000 52009</b>	<b>Cap Projects Other Transp – NYSERDA Clean Energy Gr</b>	
<b>439890</b>	<b>ST Aid – Other H &amp; C</b>	<b><u>\$125,000</u></b>

**Increase Expenses:**

<b>55997000 52009</b>	<b>Cap Projects Other Transp – NYSERDA Clean Energy Gr</b>	
<b>53000</b>	<b>Capital Expenditures</b>	<b><u>\$125,000</u></b>

2024 Fiscal Impact - 0  
2025 Fiscal Impact - 0

Putnam County has been awarded \$125,000 in Clean Energy Communities funding from the NYS Energy Research & Development Authority (NYSERDA). The initial proposal to use these funds toward energy efficient window upgrades at the Donald B. Smith campus was rejected by NYSERDA; however, the funds were approved to install solar panels on the roof of the transit facility. This resolution is required to fund the lines.

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

**24A102**

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

PUTNAM COUNTY LEGISLATURE

Resolution #196

Introduced by Legislator: Greg Ellner on behalf of the Physical Services Committee at a Regular Meeting held on September 3, 2024.

page 1

**APPROVAL/RATIFICATION OF APPLICATION FOR GRANT FUNDS AVAILABLE THROUGH THE NYSERDA CLEAN ENERGY COMMUNITIES PROGRAM AND NY SWIMS INITIATIVE**

WHEREAS, NYSERDA has allocated Putnam County \$125,000, \$10,000 and \$5,000 respectively in Clean Energy Communities funding to invest in future-focused clean energy solutions; and

WHEREAS, the County has identified opportunities to utilize the funding toward energy efficient window upgrades at the Donald B. Smith Campus and the purchase of electric landscaping equipment; and

WHEREAS, as part of the NYS SWIMS initiative, Putnam County is eligible for \$30,000 of funding as part of an initiative to support municipal swimming facilities in underserved communities; and

WHEREAS, the County is desirous to utilize the funds to enhance the lifeguard training program for both the County and its municipal partners; and

WHEREAS, both funding opportunities require applications to apply the funding to eligible projects, and the deadline for application submissions for the SWIMS grant application is due Friday, August 9, 2024, and the NYSERDA grant funding is awarded on a rolling basis until the funding is fully allocated; and

WHEREAS, both grant funding opportunities are one hundred (100%) percent State funding; and

WHEREAS, Section 5-1(D)(1) of the Putnam County Code requires the Legislature approve all grant applications prior to their submission and that in the event time is of the essence requiring submission before Legislature approval is obtained for such application submission, consideration of the application shall occur at the next Full Legislature Meeting; and

WHEREAS, the Legislature, by and through the Physical Services Committee, approves the County's application for NYSERDA and SWIMS grant funding that have been submitted; now therefore be it

RESOLVED, that the County Executive, together with the County Legislature, supports the County's applications to NYSERDA and SWIMS in connection with the costs associated with window replacements, electric landscaping equipment and the lifeguard training program, is hereby accepted, approved and ratified by the County Legislature.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

**APPROVED**

State of New York

ss:

County of Putnam

9/10/24  
COUNTY EXECUTIVE 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 September 3, 2024.

Dated: September 5, 2024

Signed:

Diane Schonfeld  
Clerk of the Legislature of Putnam County

## 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!

Dear Barbara Barosa,

Please see the attached Agreement. If acceptable, please have the appropriate signatory sign by applying an Adobe digital signature and return the document to me by email within 10 business days. Please be sure to include a title where indicated and please be sure to sign with Adobe. If you are unable to sign with Adobe, NYSERDA will accept a wet-signed and scanned document. If you are unable to return the document within 10 business days, please reply and provide your schedule for returning the signed document. Upon receipt the Agreement will be signed by NYSERDA and a fully-executed copy will be returned to you. *Please note: the executed copy will come from an auto-generated email with the address 'contractadmin@nyserda.ny.gov.'*

On March 17, 2022, Governor Kathy Hochul issued Executive Order No. 16 which provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found [here](#). The Office of General Services has established guidelines for compliance with Executive Order No.16 by Affected State Entities, which includes NYSERDA.

To comply with Executive Order No. 16, NYSERDA must obtain a Certification Form (attached) from each vendor, attesting to any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with the principal place of business in Russia in the form of contracting, sales, purchasing investment, or any business partnership. A completed Certification Form will be required from each vendor as part of the contracting process for as long as Executive Order No. 16 is in effect.

Before beginning work, we must receive certificates of insurance evidencing coverage as required by the agreement. Please e-mail insurance certificates in .PDF format to [insurance@nyserda.ny.gov](mailto:insurance@nyserda.ny.gov).

If you have any questions please feel free to contact me.

Thank you,

**Lori Armstrong**  
Contract Manager

**NYSERDA**  
**Contract Management**  
17 Columbia Circle | Albany, NY 12203-6399  
P: 518-862-1090 x3142 | F: 518-862-1091 | E: [lori.armstrong@nyserda.ny.gov](mailto:lori.armstrong@nyserda.ny.gov)

[nyserda.ny.gov](http://nyserda.ny.gov)  
follow : friend : connect with NYSERDA



Get the latest NYSERDA notifications sent right to your phone.  
Text **ENERGY** to **43494** to sign up.

**New York State Energy Research and Development Authority  
("NYSERDA")**

**AGREEMENT**

1. Agreement Number: XXXXXX
2. Contractor: Putnam County
3. Project Director: Barbara Barosa
4. Effective Date: October 3, 2024
5. Total Amount of Award: \$125,000.00
6. Project Period: October 3, 2024 – June 30, 2027
7. Expiration Date: December 31<sup>st</sup>, 2027
8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, Metrics Reporting Instructions

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS EXECUTED BELOW BY NYSERDA.

Putnam County

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

Signature: \_\_\_\_\_

NYSERDA Authorized Signatory

Exhibit A – Statement of Work  
Clean Energy Communities (CEC) Program

Project Background

Launched in August 2016, the NYSERDA Clean Energy Communities program provides grants and recognition to local governments that demonstrate leadership by completing NYSERDA-selected high-impact actions.

Putman County (hereafter, the “Contractor”) has made important strides in the area of clean energy and has met the requirements for grant funding under the Clean Energy Communities program. This funding is to be used for the clean energy project(s) described in this agreement. The funding is intended to reduce greenhouse gas emissions and contribute to New York clean energy goals.

This agreement describes the general terms and conditions under which the Contractor agrees to plan and implement a Clean Energy Communities grant project. Each project will consist of one or more components. Each component will have a Planning Phase and a Completion Phase.

Under this agreement, the Contractor shall implement the following component(s):

**Project Component: Solar**

Contractor will provide for the installation of the solar photovoltaic array(s) listed below. The exact size and most suitable location will be determined during the project planning phase. The Contractor shall receive formal NYSERDA Project Manager approval of Task 1.0 Planning Phase of this Agreement before the commencement of this project component.

- Installation of a 54.45 kW solar array at 841 Fair Street, Carmel, NY 10512.

The estimated savings of this component is 32.81 metric tons of carbon dioxide equivalent (MTCO<sub>2</sub>e).

Definitions

**Contractor Team:** At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor. Subcontractors selected to work on this CEC grant project shall be identified and selected in accordance with Article V of this Agreement and shall be promptly communicated to the NYSERDA Project Manager. The Contractor shall have the sole responsibility for satisfactory completion of all Tasks and Deliverables outlined in this Agreement.

**NYSERDA Project Manager:** NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee and serve as the main point of contact for the Contractor. The NYSERDA Project Manager shall review Deliverables and provide direction to the Contractor in a streamlined fashion. The NYSERDA Project Manager shall be responsible for approving Deliverables and ensuring compliance with this Statement of Work.

**Metrics Workbook:** After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to

confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format as outlined in Exhibit E, Metrics Workbook.

### Deliverable Review Process

The Contractor shall submit all Deliverables outlined in this Agreement to the NYSERDA Project Manager once a Task is completed. The Contractor shall submit all Deliverables in Microsoft Word, Microsoft Excel, and/or PDF format (or other format as identified in the Tasks below). Within thirty (30) business days of receipt of each Deliverable, the NYSERDA Project Manager shall provide comments to the Contractor or, if the Deliverable is acceptable, the NYSERDA Project Manager shall provide final approval. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager's comments, and resubmit any revised Deliverable within thirty (30) business days after receipt of these comments. All Deliverables shall not be considered final unless approved by the NYSERDA Project Manager in writing to the Contractor.

### Minimum Performance Requirements

Listed below are the minimum performance requirements for efforts and/or technologies funded under this Agreement. NYSERDA will consider written requests for modifications to the minimum requirements, however modifications are subject to NYSERDA review and approval. The Contractor may propose a project based on previous design efforts, but the project must meet the Minimum Performance Requirements. Implementation or installation must occur after approval of the design. Previous design services, installed, or implemented measures or project elements will not be funded under this Contract. The NYSERDA Project Manager will schedule routine conference calls to ensure the project is on track and meet the required guidelines.

#### **Project Component: Solar**

Requirements for this component:

- NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.
- Land leases and power purchase agreements where the solar array(s) is owned by a third party are not eligible.
- NYSERDA payment shall not exceed \$6.00 per watt for rooftop and ground mounted systems, and \$10.00 per watt for carport projects.
- Project shall have a Total Solar Resource Fraction (TSRF) of no less than 70 as per the approved Shading Report submitted with the NY-Sun Application.
- Projects must participate in the NY Sun Program, if available.
- Equipment must be in continuous use for a period of at least four (4) years.

### Total Contract Award

The total NYSERDA award amount and the total project cost for all Tasks shall not exceed the amount identified in the Milestone Payment Table below. All cost overruns shall be the sole responsibility of the Contractor.

### Tasks

The Contractor is solely responsible for all Tasks in this Statement of Work. Submission of deliverables to NYSERDA electronically (by email or via Salesforce) constitutes certification of the veracity of information contained therein, and compliance with Minimum Performance Requirements as identified in this Agreement. The Contractor shall conduct all work as outlined in the following Tasks:



## Task 1.0: Planning Phase

The Contractor shall complete the design/specifications and then the Metrics Workbook in accordance with Exhibit E, Metrics Workbook. The Task 1 Planning Phase Metrics Workbook submittal shall be completed to demonstrate that the design/specifications meet the Minimum Performance Requirements described above and data collected to the level of detail needed to estimate the energy and greenhouse gas (GHG) savings benefits. Throughout the term of the contract, any deviations from the approved Minimum Performance Requirements and the implemented project shall be approved in writing by the NYSERDA Project Manager. By request, NYSERDA reserves the right to obtain and review design/specifications.

### Task 1.0 Deliverables:

#### **Project Component: Solar**

Deliverables for this component:

- NY-Sun Application Number (application must be in the "Submitted" status), or comparable information constructed.
- PV System Proposal from a participating NY SUN Contractor.
- Metrics Workbook (in Excel format) reflecting the design and specifications of work to be performed.

**\*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS UNDER THIS AGREEMENT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA’S SOLE DISCRETION.**

## Task 2.0: Project Completion

The Contractor shall complete the Task 2 - Project Completion Metrics Workbook submittal(s) in accordance with Exhibit E, Metrics Workbook. This submittal documents final metrics data, verifies that the project is complete and the design/specifications meet the project Minimum Performance Requirements.

Site Inspection: If requested, the Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for a site inspection upon the completion of the Project. NYSERDA may also request applicable documentation including, but not limited to photos of the funded project components.

### Task 2.0 Deliverables:

#### **Project Component: Solar**

Deliverables for this component:

- Final paid invoices
- Metrics Workbook (in Excel format) reflecting the design and specifications of the Solar Array(s) as built.
- Additional incentive program applications or comparable information, if applicable.

## Milestone Payment Table

The project milestones and schedule of payments is shown below. Any adjustments to the milestone deliverable dates must be approved in writing by the NYSERDA Project Manager.

The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverable(s) is approved by the NYSERDA Project Manager. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding shall not exceed 100% of the cost of any

milestone. NYSERDA is not responsible for any Deliverable costs that are greater than the NYSERDA contribution for each milestone. If the Contractor fails to complete the project or any milestone of the project, funds disbursed shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

NYSERDA CEC grant funds shall only cover the cost of the project after any other incentives (private, state, federal, etc.) received by the Contractor are removed.

It is NYSERDA’s expectation that all dollars awarded under this contract will be used to support clean energy projects. Should Contractor find available funds, for example, through cost savings achieved in performance of the Statement of Work, Contractor agrees to use those funds for clean energy projects.

Milestone #	Milestone Dates	Deliverable Description	NYSERDA Contribution (\$) (Not to Exceed)
Project Plan Phase			
1	7/31/2025	Planning Phase – Solar	\$31,250.00
Project Completion Phase			
2	6/30/2027	Completion Phase – Solar	\$93,750.00
		Total Project Budget	\$125,000.00

## EXHIBIT B

### GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

#### Article I

##### Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and the Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Wendy M. MacPherson, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law § 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

## Article II

### Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor

within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

(a) If the Contractor fails to complete all Task(s) of this Agreement, the Contractor is subject to recapture of the full NYSERDA contribution under any tasks of the Agreement under which NYSERDA contributions have been made. NYSERDA reserves the right to pro-rate the final award amount if the completed project deviates from the proposed design submitted and approved in Task 2.

(b) If the Contractor fails to own and operate the equipment installed under the terms of this Agreement for the duration specified under the Minimum Performance Requirements of this Agreement, the Contractor will be subject to the recapture of a portion of the value of the equipment purchased or leased under Task 3 of this Agreement. The recapture will be prorated based upon the amount of time the Contractor has kept the equipment in operation divided by the number of years the Contractor is required to operate the equipment according to the Minimum Performance Requirements under this Agreement, or as approved in writing by the NYSERDA Project Manager.

reporting requirement outlined under the Minimum Performance Requirements under this Agreement = NYSERDA Funded Amount - (Total Project Value \* percent of duration required under the Minimum Performance Requirements).

### Article III

#### Deliverables

Work.

### Article IV

#### Payment

Section 4.01. Payment Terms. In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless

NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

#### Section 4.02. Payments.

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, for projects not managed through NYSERDA's Salesforce application, the Contractor shall submit invoices electronically to NYSERDA's online invoice system at: <https://services.nyscrda.ny.gov/Invoices/>. For projects managed through NYSERDA's Salesforce application, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor's cost share, if applicable, and may request payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement "I hereby request that upon NYSERDA's approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA's Prompt Payment Policy, as detailed in the NYSERDA agreement" or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the

provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement.

shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

## Article V

### Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing

the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at \$100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

## Article VI

### Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that

the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work. Where the specified deliverable is in the form of report, acceptance of such report is contingent on Contractor complying with all its obligations set forth in the corresponding task and that the report be complete, and sufficiently and accurately described.

## Article VII

### Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

## Article VIII

### Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information.

- (a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.
- (b) All Proprietary Information shall be the property of Contractor.
- (c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.
- (d) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in



the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

## Article IX

### Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided, and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, and New York State Executive Orders in effect during the contract term, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's Code of Conduct for Contractors,

Consultants, and Vendors with respect to the performance of this Agreement,<sup>1</sup> including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA;

anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles.

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity; and

the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

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<sup>1</sup> <http://www.nyserda.ny.gov/About/Board-Governance.aspx>

## Article X

### Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

## Article XI

### Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

- (a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA, the State of New York and the Contractor as additional insureds;
- (b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and
- (c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

- (a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and
- (b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof.

In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by

NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

## Article XII

### Stop Work Order; Termination; Non-Responsibility

#### Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

(i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or

(ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

(i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and

(ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

#### Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance

with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (c) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

#### Section 12.03. Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. 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 NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

### Article XIII

#### Independent Contractor

##### Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege

applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

## Article XIV

### Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

## Article XV

### Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

- (a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either: (i) via certified or registered United States mail, return receipt requested;
- (ii) by facsimile transmission;
  - (iii) by personal delivery;
  - (iv) by expedited delivery service; or
  - (v) by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

**NYSERDA**

Name: Wendy M. MacPherson

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203 Facsimile

Number: (518) 862-1091

E-Mail Address: Wendy.MacPherson@nyserda.ny.gov

Personal Delivery: Reception desk at the above address

**PUTNAM COUNTY**

Name: Barbara Barosa

Title: Commissioner of Planning

Address: 40 Gleneida Avenue, 3<sup>rd</sup> Floor, Carmel, NY 10512

Phone: (845) 878-3480

E-Mail Address: barbara.barosa@putnamcountyny.gov

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 email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

## Publicity

### Section 16.01. Publicity.

- (a) The Contractor shall collaborate with NYSERDA's Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Communications Department regarding any media interview in which the Work is referred to or discussed.
- (b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.
- (c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees

## EXHIBIT C

REVISED 12/19

### STANDARD TERMS AND CONDITIONS

#### FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. 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 because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or



carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement 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 Agreement 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 Agreement. If this is a building service Agreement 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 Agreement and forfeiture

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf. \$5,000, the Contractor agrees, as a material condition of the Agreement, 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 Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law (“FOIL,” Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that “are trade secrets or are submitted to an agency by a commercial

enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information “confidential” or “proprietary” at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor.

Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA’s policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. . (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA’s obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. 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 Contractor 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.

attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

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

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and 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 NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. 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  
625 Broadway  
Albany, New York 12207  
Telephone: 518-292-5200 Fax:  
518-292-5884  
<http://www.esd.ny.gov>

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  
625 Broadway  
Albany, New York 12207  
Telephone: 518-292-5200  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total 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.
16. 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.
17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).
18. PROCUREMENT LOBBYING. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestmentact-2012>).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 ("DERA"), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology ("BART"). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>.

22. 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, regardless of whether the original of said contract is in existence.

## EXHIBIT D

### NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. 504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>))

this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

- (a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.
- (b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

Agreement.

- (d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

- (f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

- (g)(1) "Receipt of an Invoice" means:

- (i) if the Payment is one for which an invoice is required, the later of:

- (a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

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(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

#### 504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be dated stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

(1) any defects in the delivered goods, property or services;

(2) any defects in the invoice; or

(3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

- (e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSEDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSEDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

- (a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSEDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSEDA and the date when NYSEDA has actually received such matter.

- (b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSEDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSEDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSEDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

- (c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSEDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

not yet been made available to NYSEDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSEDA.

504.6. Interest Eligibility and Computation. If NYSEDA fails to make Prompt Payment, NYSEDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSEDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSEDA may subsequently amend its Prompt Payment Policy by further rulemaking. 504.9. Notice of Objection. Contractor may object to any action taken by NYSEDA



pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

#### Exhibit E

### Clean Energy Communities Program Metrics Workbook

Overview After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format.

To simplify the process and ensure consistency, NYSERDA has automated all energy savings calculations for the following pre-approved project types: Solar, Electric Vehicles, Charging Stations, and LED Street lights. The Contractor is required to ensure that all project details in the Metrics Workbook align with the project design at the Planning Phase (Task 1) and how the project was actually built at the Completion Phase (Task 2).

For Building Upgrades and Custom project types, the Contractor is responsible for documenting energy savings from the project. The required metrics should be provided if the measures are recommended in a CEC Energy Study or ASHRAE Level II or III Energy Audit. NYPA Clean Energy Solutions projects will typically provide energy savings estimates. ASHP and GSHP projects will typically include energy savings calculations as part of the feasibility analysis and design. The Contractor must quantify these project benefits for all the metrics applicable to the project in the Metrics Workbook.

The Metrics Workbook may be updated periodically, therefore the customer should confirm with NYSERDA that they have the latest version.

The Project Plan Metrics Workbook submittal will serve as documentation that the project has been designed to the specification of the CEC program, the contract performance requirements and that the data provided to estimate benefits was based on the design. Upon request, the Contractor may be required to provide NYSERDA with project design documentation, which may include energy audits, contractor proposals, outreach or draft plans, or purchase orders.

Depending on the number of types of projects within a contract, there may be one or more Task 1 Metric Workbook submittals. Once the necessary data has been entered, the Task 1 Planning Phase Metrics Workbook shall be submitted as a separate excel file to NYSERDA, with additional documentation if requested.

project has been completed, the customer will revise the Metrics Workbook values if appropriate to reflect the final implementation of the project.

This submittal will serve as the documentation that the project has been completed in accordance with the CEC program, the contract requirements and that the data provided to calculate the energy savings were based on the final implementation conditions. Upon request, the Contractor may be required to provide NYSERDA with project completion documentation, such as executed contracts or purchase orders, photographs, and or final outreach or planning reports.

Depending on the number of types of projects within a contract, there may be one or more Task 2 Metric Workbook submittals. Once the necessary data has been entered, the Task 2 Project Completion Metrics Workbook shall be submitted as a separate excel file to NYSERDA with additional documentation if requested.

# Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
  
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
  
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
  
- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: \_\_\_\_\_  
(legal entity)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: Pulnam County  
(legal entity)

By: \_\_\_\_\_  
(signature)

Name: Kevin M. Byrne

Title: County Executive

Date: 10/22/24

**New York State Energy Research and Development Authority  
("NYSERDA")**

**AGREEMENT**

1. Agreement Number: 240085
2. Contractor: Putnam County
3. Project Director: Barbara Barosa
4. Effective Date: October 8, 2024
5. Total Amount of Award: \$125,000.00
6. Project Period: October 8, 2024 - June 30, 2027
7. Expiration Date: December 31, 2027
8. Commitment Terms and Conditions

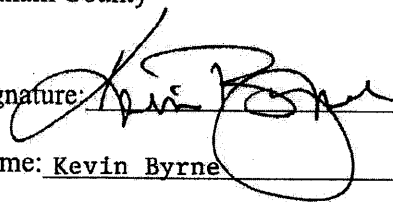
This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, Metrics Workbook.

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE  
UNLESS EXECUTED BELOW BY NYSERDA

Putnam County

NEW YORK ENERGY RESEARCH  
AND DEVELOPMENT AUTHORITY

Signature:   
Name: Kevin Byrne

Signature: \_\_\_\_\_  
NYSERDA Authorized Signatory

Title: County Executive

# 690

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A103) – SOCIAL SERVICES – OFFICE OF MENTAL HEALTH (OMH)/OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES (OPWDD)**

**WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (24A103) for additional monies to support projected expenses for 730 examinations, court ordered guardianships, and court order placements in OMH/OPWDD facilities through the end of year 12/31/24; 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:**

**10431000 54950                      Mental Health Local Government  
Unit (MH LGU) County Contribution                      66,799**

**Increase Estimated Revenues:**

**10131000 424011                      Interest Earnings                      66,799**

**2024 Fiscal Impact – 0 –  
2025 Fiscal Impact – 0 –**

- Legislator Addonizio \_\_\_\_\_
- Legislator Castellano \_\_\_\_\_
- Legislator Crowley \_\_\_\_\_
- Legislator Ellner \_\_\_\_\_
- Legislator Gouldman \_\_\_\_\_
- Legislator Montgomery \_\_\_\_\_
- Legislator Nacerino \_\_\_\_\_
- Legislator Sayegh \_\_\_\_\_
- Chairman Jonke \_\_\_\_\_

MICHAEL J. LEWIS  
Commissioner of Finance



cc: all  
A+A

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 – 24A103**  
DATE: October 15, 2024

2024 OCT 22 AM 10:31  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

At the request of the Fiscal Manager at the Department of Social Services and Mental Health, the following budgetary amendment is requested.

**General Fund:**

**Increase Appropriations:**

10431000 54950 MH LGU - County Contribution \$ 66,799

**Increase Estimated Revenues:**

10131000 424011 Interest Earnings \$ 66,799

Fiscal Impact - 2024 - \$ 0

Fiscal Impact - 2025 - \$ 0

Please refer to the attached memorandum from Fiscal Manager Wunner requesting additional monies to support projected expenses for 730 examinations, court ordered Guardianships, and court order placements in OMH/OPWDD facilities through the end of year 12/31/24.

Mental Health Local Government Unit

KEVIN BYRNE  
County Executive

SARA SERVADIO  
Commissioner

NICOLLE MCGUIRE  
Deputy Commissioner



DEPARTMENTS OF MENTAL HEALTH  
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

October 15, 2024

TO: Michael Lewis, Commissioner of Finance

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

SUBJECT: Mental Health 2024 Budgetary Amendment

Your approval is requested to amend the 2024 Mental Health budget to reflect the variance in revised vs. projected expenses for 730s, court ordered Guardianships, and court ordered placements in OMH / OPWDD facilities for the remainder of 2024. Supporting documentation attached.


**Increase Appropriations:**

10431000		MH LGU	
	54950	COUNTY CONTRIBUTION	\$66,799
		Total Appropriations	\$66,799
		Fiscal Impact (24)	- \$66,799 -
		Fiscal Impact (25)	- 0 -

Thank you for your time and consideration of this request.

Attachments:

730s, GUARDIANSHIPS, OMH / OPWDD FACILITIES – 2024 ANALYSIS

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



730s, GUARDIANSHIPS, OMH / OPWDD FACILITIES - 2024 ANALYSIS

	10431000-54950				
	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	
	<u>REQUESTED</u>	<u>ADOPTED</u>	<u>REVISED</u>	<u>PROJECTED</u>	<u>VARIANCE</u>
730s	\$ 5,820.00	\$ 5,820.00	\$ 5,820.00	\$ 10,450.00	\$ (4,630.00)
GUARDIANSHIPS (1)	\$ 26,797.00	\$ 26,797.00	\$ 26,797.00	\$ 26,797.00	\$
OMH / OPWDD FACILITIES (2)	\$ 267,383.00	\$ 252,383.00	\$ 561,992.00	\$ 624,161.00	\$ (62,169.00)
	<u>\$ 300,000.00</u>	<u>\$ 285,000.00</u>	<u>\$ 594,609.00</u>	<u>\$ 661,408.00</u>	<u>\$ (66,799.00)</u>

NOTE: As of 10/15/2024, 1 court ordered Guardianship at \$562.75 per month; 1 court ordered placement in OMH / OPWDD facility at \$1,352.13 per day (01/01/2024-06/30/2024) + 1 court ordered placement in OMH / OPWDD facility at \$1,588.54 per day (05/08/2024-TBD).

# 65

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A104) – FINANCE – LEGAL AID 18B**

**WHEREAS, the Commissioner of Finance has requested a budgetary amendment (24A104) to adjust appropriations and revenues through the third quarter of 2024 regarding the most recent claim for payment to the NYS Office of Indigent Legal Services; 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:**

**25117100 54125                      Legal Aid 18b – Legal Services                      63,903**

**Increase Estimated Revenues:**

**25117100 430251                      Legal Aid 18b – State Aid  
Indigent Legal Services                      63,903**

**2024 Fiscal Impact – 0 –**

**2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

cc: all  
A+A

Reso

MICHAEL J. LEWIS  
Commissioner of Finance



SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk  
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*  
RE: **Budgetary Amendment – 24A104**  
DATE: October 15, 2024

2024 OCT 18 PM 3:54  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

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

**General Fund:**

**Increase Appropriations:**

25117100 54125                      Legal Aid 18b - Legal Services                      \$      63,903

**Increase Estimated Revenues:**

25117100 430251                      Legal Aid 18b - State Aid Indigent Legal Services                      \$      63,903

Fiscal Impact - 2024 - \$ 0

Fiscal Impact - 2025 - \$ 0

The above proposed budgetary amendment and attached documentation is to adjust appropriations and revenues through Q324 regarding the most recent claim for payment to the NYS Office of Indigent Legal Services.

State of New York

# CLAIM FOR PAYMENT

## VENDOR INFORMATION

Vendor Name <b>Putnam, County of</b>	Vendor Identification Number <b>100002443</b>		
Address <b>Dept. of Finance, 40 Gleneida Ave., Room 202</b>	City <b>Carmel</b>	State <b>NY</b>	Zip Code <b>10512</b>

INVOICE NUMBER (for County/Grantee use)	For OGS Finance/BSC Accounts Payable use:		
	Invoice No.:		
	Purchase Order No(s)	\$ Amount to apply to PO	LINE(S)

Purchase Order No. and Date	Description of Materials/Service	Quantity	Unit	Price	Amount
	<b>MISDEMEANORS</b>	314.42		\$49.00	\$ 15,406.58
	<b>FELONIES AND CRIMINAL APPEALS</b>	285.33		\$41.50	\$ 11,841.20
	<b>FAMILY COURT &amp; FAMILY COURT APPEALS</b>	883.27		\$41.50	\$ 36,655.71

Vendor Certification I certify that the above bill is just, true and correct; that no part thereof has been paid except as stated and that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.	<b>TOTAL</b>	<b>\$ 63,903.49</b>
<i>[Signature]</i> Vendor Signature in Ink	<b>DISCOUNT</b>	<b>%</b>
<i>[Signature]</i> Title	<b>NET</b>	<b>\$ 63,903.49</b>
<i>10/3/24</i> Date	<i>Commissioner of Finance</i> Name of Company	

## NYS Agency Information

Vendor Identification Number <b>100002443</b>	Vendor Location ID <b>N/A</b>	Vendor Address Sequence <b>N/A</b>
Voucher ID	Business Unit Name <b>NYS Office of Indigent Legal Services</b>	Bus. Unit <b>OLS-01</b>
Payment Date (MM) (DD) (YY)	Liability Date (MM) (DD) (YY)	Interest Eligible (Y/N) <b>NO</b>
Withholding Class	Withholding Amount	Contract ID
Handling Code	Payee Amount	Agency Internal Use

Invoice Number <b>JULY 1, 2024 – SEPT 30, 2024 – 18B Reimbursement</b>	Invoice Date
---	--------------

## PeopleSoft Format Charge Lines (If Applicable)

Business Unit	Department	Program	Fund	Account
<b>OLS01</b>	<b>1350200</b>			
Budget Reference	Project ID	Activity	Class	Operating Unit
Product	Chartfield 1 – Accumulator	Chartfield 2 – Agency Use	Chartfield 3	Amount

## Legacy Format Charge Lines (If Applicable)


Expenditures					Liquidation						
Dept.	Cost Center	Var	Yr	Object	Accum			Orig. Agency	PO/Contact	Line	F/P
					Dept	Statewide	Amount				
Liability Date			From Date	TC	Subledger			Optional			

NEW YORK STATE  
OFFICE OF INDIGENT LEGAL SERVICES  
**COUNTY LAW ARTICLE 18-B ASSIGNED COUNSEL RATE INCREASE  
CERTIFICATION FORM**

<b>County</b> COUNTY OF PUTNAM	<b>Certifier Name (Print)</b> MICHAEL LEWIS
<b>Certifier Title</b> COMMISSIONER OF FINANCE	<b>Certifier Office</b> DEPARTMENT OF FINANCE
<b>Office Address</b> 40 GLENEIDA AVENUE, CARMEL NY 10512	
<b>Office Phone</b> 845-808-1072	<b>Email</b> michael.lewis@putnamcountyny.gov

TIME PERIOD OF EXPENDITURES BEING CLAIMED	
<p>In the box to the right, please select only the fiscal quarter for which your county is seeking reimbursement for assigned counsel rate increase expenditures. If your county needs to submit claims for multiple quarters, please complete and submit one certification form per quarter.</p>	<p><b>Check One:</b></p> <p><input type="checkbox"/> April 1 - June 30, 2024</p> <p><input checked="" type="checkbox"/> July 1 - September 30, 2024</p> <p><input type="checkbox"/> October 1 - December 31, 2024</p> <p><input type="checkbox"/> January 1 - March 31, 2025</p>

EXPENDITURES BEING CLAIMED	
<p>In the fields below please report the number of hours for which your county compensated assigned counsel attorneys for representation pursuant to County Law § 722-b during the time period indicated above. Please indicate <i>attorney hours</i> only for payments made at the statutory hourly rate.</p>	
COLUMN 1: Hours	COLUMN 2: Reimbursement
<b>(a) Misdemeanors:</b> # 314.42	<b>(a) x \$49.00 = \$ 15,406.58</b>
<b>(b) Felonies and Criminal Appeals:</b> # 285.33	<b>(b) x \$41.50 = \$ 11,841.20</b>
<b>(c) Family Court and Family Court Appeals:</b> # 883.27	<b>(c) x \$41.50 = \$ 36,655.71</b>
	<b>Total (sum of Column 2): \$ 63,903.48</b>

CERTIFICATION	
<p>I certify that the above Total being sought for reimbursement is just, true, and correct; and that no part thereof has been or will be reimbursed or paid for by another source of funding.</p>	
<b>Signature</b> 	<b>Date</b> 10/3/2024

#65

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A105) – SHERIFF’S DEPARTMENT – OVERTIME**

**WHEREAS, Trick Window Productions LLC has reimbursed the Putnam County Sheriff’s Department for services rendered August 31, 2024 and September 1, 2024; and**

**WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (24A105) to apply these funds to Patrol Overtime and Social Security lines; 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:**

**Increase Revenues:**

**17311000 422601 Sheriff Patrol – Deputy Outside Servies 5,651.63**

**Increase Expenses:**

**17311000 51093 Sheriff Patrol – Overtime 5,250.00**

**17311000 58002 Sheriff Patrol – Social Security 401.63**

**5,651.63**

**2024 Fiscal Impact – 0 –**

**2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_



cc:all  
A+A

RCSO

MICHAEL LEWIS  
Commissioner Of Finance

SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

October 16, 2024

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

2024 OCT 18 PM 3:54  
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 2024 Putnam County Sheriff Department's budget.

Increase Revenues:

17311000 422601 Sheriff Patrol – Deputy Outside Services \$ 5,651.63

Increase Expenses:

17311000 51093 Sheriff Patrol - Overtime \$ 5,250.00

17311000 58002 Sheriff Patrol - Social Security 401.63

\$ 5,651.63 ✓

2024 Fiscal Impact - 0

2025 Fiscal Impact – 0

Trick Window Productions LLC has reimbursed the PCSO Patrol Division for services rendered August 31 and September 1, 2024. The Sheriff respectfully requests these funds be applied to their Patrol overtime and social security lines.

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

24A105

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

Putnam County Sheriff's Office

3 County Center  
Carmel, NY 10512

# Invoice

DATE	INVOICE #
9/20/2024	2877

<b>BILL TO</b>
TRICK WINDOW PRODUCTIONS LLC BRENDAN O'ROURKE 71 QUEEN VICTORIA STREET LONDON EC4V 4BE

DEPUTY	HOURS	DESCRIPTION	RATE	DATE OF SE...	AMOUNT
DEPUTY SER...	7	DEPUTY ASHLEY (11:30AM-18:30PM)	150.00	8/31/2024	1,050.00
DEPUTY SER...	10	DEPUTY MONROE (11:30AM-21:30PM)	150.00	9/1/2024	1,500.00
DEPUTY SER...	9	DEPUTY CRIMMINS (11:30AM-20:30PM)	150.00	9/1/2024	1,350.00
DEPUTY SER...	9	DEPUTY DIPIETRANTONIO (11:30AM-20:30PM)	150.00	9/1/2024	1,350.00
		Sub-total for fica			5,250.00
Fica		Fica Percentage	7.65%		401.63
		***TRAFFIC CONTROL WITH THE PRODUCTION OF FILM 'WAKE UP DEADMAN: A KNIVES OUT MYSTERY' AS PER CONTRACT***			
				<b>Total</b>	\$5,651.63



## Susanne Galya

---

**From:** Kristin VanTassel  
**Sent:** Wednesday, October 16, 2024 1:29 PM  
**To:** Susanne Galya  
**Cc:** James Schepperly; Thomas Lindert  
**Subject:** FW: Trick Window  
**Attachments:** Inv 2877\_Wake Up Deadman\_Knives.pdf

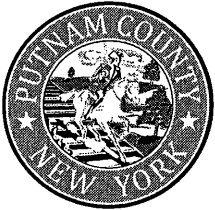
Hi Sue,

Would you please send me the attachment you sent to Terry. It didn't come through when she forwarded your email. Please find the invoice sent to Trick Windows which supports the payment received. Please apply the payment to corresponding revenue account:

17311000.422601 (Patrol: Deputy Outside Services), as well as increase expenditure 17311000.51093(Patrol: Overtime) \$5,250 and 17311000.58002 (Patrol: FICA) \$401.63

Thank you!

Kristin



### Kristin D. Van Tassel

Fiscal Manager • Putnam County Office of the Sheriff and Correctional Facility

PHONE | 845.225.4300 ext. 42272 • WEBSITE | [PUTNAMCOUNTYNY.COM](http://PUTNAMCOUNTYNY.COM)

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

---

**From:** Terry Oliver <Terry.Oliver@putnamcountyny.gov>  
**Sent:** Tuesday, October 15, 2024 10:20 AM  
**To:** Kristin VanTassel <Kristin.VanTassel@putnamcountyny.gov>  
**Subject:** FW: Trick Window

**Terry Oliver**  
**Chief of Staff**  
**Putnam County Sheriff's Office**  
3 County Center  
Carmel, NY 10512  
(845) 225-4300 x42203

**From:** Susanne Galya <Susanne.Galya@putnamcountyny.gov>  
**Sent:** Friday, October 11, 2024 5:35 PM

# 67

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A106) – SHERIFF’S DEPARTMENT –  
PURCHASE OF TWO (2) UTILITY TASK VEHICLES (UTV)**

**WHEREAS, the Putnam County Sheriff has requested the replacement of their current Utility Task Vehicles (UTV) to ensure effective operations on the County Trailway, in wooded, mountainous and wetland areas and during trail rescues; and**

**WHEREAS, the vehicles have surpassed their service life, leading to frequent breakdowns and high maintenance costs, which impede their response time and operational readiness; and**

**WHEREAS, modern UTVs offer enhanced reliability, improved fuel efficiency, and advanced safety features critical for navigating challenging terrains; and**

**WHEREAS, the new vehicles would support search and rescue missions, law enforcement patrols, and emergency medical responses, ensuring the safety and security of both the Deputies and the public; and**

**WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (24A106) to account for the purchase of these two (2) UTVs; 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:**

13311000 52650 PCSO Communications – Motor Vehicles 72,498

**Increase Estimated Revenues:**

10131000 424011 Interest Earnings 72,498

**2024 Fiscal Impact – 0 –**

**2025 Fiscal Impact – 0 –**

- Legislator Addonizio \_\_\_\_\_
- Legislator Castellano \_\_\_\_\_
- Legislator Crowley \_\_\_\_\_
- Legislator Ellner \_\_\_\_\_
- Legislator Gouldman \_\_\_\_\_
- Legislator Montgomery \_\_\_\_\_
- Legislator Nacerino \_\_\_\_\_
- Legislator Sayegh \_\_\_\_\_
- Chairman Jonke \_\_\_\_\_

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 – 24A106**  
DATE: October 17, 2024

2024 OCT 22 PM 3:49  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

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

**General Fund:**

**Increase Appropriations:**

13311000 52650 PCSO Communications - Motor Vehicles \$ 72,498

**Increase Estimated Revenues:**

10131000 424011 Interest Earnings \$ 72,498

Fiscal Impact - 2024 - \$ 0

Fiscal Impact - 2025 - \$ 0

The Sheriff's Office requires the replacement of our current Utility Task Vehicles (UTVs) to ensure effective operations on the County Trailway (Bike Path), in wooded, mountainous and wetland areas and during trail rescues. Their existing fleet has surpassed its service life, leading to frequent breakdowns and high maintenance costs, which impede their response time and operational readiness. Modern UTVs offer enhanced reliability, improved fuel efficiency, and advanced safety features critical for navigating challenging terrains. The new vehicles would support search and rescue missions, law enforcement patrols, and emergency medical responses, ensuring the safety and security of both the Deputies and the public. By investing in updated UTVs, the Sheriff's Office can reduce maintenance and operating costs, enhance performance, and improve overall mission effectiveness. One of the UTV's is quoted at \$34,599 and another at \$37,899

## Michele Alfano-Sharkey

---

**From:** Michael Lewis  
**Sent:** Thursday, October 17, 2024 3:52 PM  
**To:** Michele Alfano-Sharkey  
**Subject:** FW: Proposed Budgetary  
**Attachments:** 24A106 - PCSO - 2 UTV's.pdf  
  
**Importance:** High

---

**From:** Michael Lewis  
**Sent:** Thursday, October 17, 2024 3:39 PM  
**To:** Paul Jonke <Paul.Jonke@putnamcountyny.gov>  
**Cc:** Ginny Nacerino <Ginny.Nacerino@putnamcountyny.gov>; Ginny Nacerino <Ginny.Nacerino@putnamcountyny.gov>; Kevin McConville <Kevin.McConville@putnamcountyny.gov>; Diane Schonfeld <Diane.Schonfeld@putnamcountyny.gov>; Michele Alfano-Sharkey <Michele.Alfano-Sharkey@putnamcountyny.gov>  
**Subject:** Proposed Budgetary  
**Importance:** High

Chairman Jonke – As discussed by Sheriff McConville at the protective budget meeting back on 10/10/24, Chairwoman Nacerino inquired about the 2 UTV's that were requested by the Sheriff and were removed from the Tentative budget. Before you and the other members of the legislature for tonight's B&F meeting, is a proposed amount of \$72,498 to be considered and reinstated in the 2025 budget. If I can suggest, it might be fiscally prudent to do a budgetary amendment for this upcoming audit meeting on 10/28 and fund the purchase of these 2 UTV's using surplus interest earnings in 2024 instead of adding to the overall 2025 budget. Secondly, should the legislature be inclined to go this route, the Sheriff would be able to procure these two vehicles quicker and get ahead of the potential lead time which appears to be the "new normal" when it comes to procuring the county-wide vehicle and highway fleet due to the industry. Lastly, it's very possible that the quote the Sheriff got a short time ago will go up in the next few months due to inflation et al. This will allow his office to lock in this quote sooner than later.

Thank you for your consideration and I'd be glad to speak further at tonight's budget and finance meeting.



### Michael J. Lewis

Commissioner of Finance • Putnam County Finance Department  
**PHONE | 845.808.1075 ext 49325 • WEBSITE | [PUTNAMCOUNTYNY.COM](http://PUTNAMCOUNTYNY.COM)**  
PUTNAM COUNTY GOVERNMENT NEW YORK  
"Empowering Putnam County through dedicated service."

#64

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – BUDGETARY AMENDMENT (24A107) – YOUTH BUREAU –  
SUBCONTRACTORS – YOUTH SPORTS & EDUCATION**

**WHEREAS, the Commissioner of Finance has requested a budgetary amendment (24A107) to decrease revenue and expense accounts in the Youth Bureau due to unexpended 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:**

**Decrease Appropriations:**

**10731000 54647 10182      Subcontractors – Youth Sports & Education      10,344**

**Decrease Revenue:**

**10731000 438201 10182      State Aid – Youth Sports & Education      10,344**

**2024 Fiscal Impact – 0 –**

**2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

MICHAEL LEWIS  
COMMISSIONER OF FINANCE



KEVIN M. BYRNE  
PUTNAM COUNTY EXECUTIVE

DEPARTMENT OF FINANCE

**MEMORANDUM**

To: Diane Schonfeld, Legislative Clerk  
From: Sheila M. Barrett, First Deputy Commissioner of Finance  
Re: Budgetary Amendment - **24A107** *snb*  
Date: October 18, 2024

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

**General Fund:**

**Decrease Appropriations:**

10731000.54647.10182      Subcontractors - Youth Sports & Education      10,344

**Decrease Revenue:**

10731000.438201.10182      State Aid - Youth Sports & Education      10,344

Decrease revenue and expenses as funds were not expended.

2024 OCT 18 PM 4:23  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

Fiscal Impact - 2024 - \$ 0  
Fiscal Impact - 2025 - \$ 0

Please forward to the appropriate committee.

Approved:

Kevin M. Byrne  
County Executive

*cc:all  
A+A  
Reso*

Rap Manager

Info	RAP	Amendments	Notes	QYDS ID	Date Entered	Add Note
<b>Note</b>						
			The amendment for this program has been approved by Finance.	98715	9/4/2024	Delete
			This RAP has been approved by Finance		6/4/2024	Delete
			Updated note: At this time, the Putnam County Youth Bureau has not received any applications for the one-time purchase allocation of \$10,344.00. If you can please re-allocate the funds to another County to use, thank you, Janeen Cunningham		5/30/2024	Delete
			At this time, the Putnam County Youth Bureau has not received any applications for the one-time purchase allocation of \$10,344.00. If you can please re-allocate the funds to another program. Thank you Janeen Cunningham		5/28/2024	Delete
			The county has a balance of YSEFI funding of \$10,344.00. Who are they planning to allocate that money to? A note needs to be in QYDPS indicating a plan for the distribution of funds.		5/28/2024	Delete
			All revisions for the Putnam County RAP have been updated.		5/3/2024	Delete
			Program 98722 is currently showing stats under coordination (gender, ethnicity, language & age) edits required. Program 98809 YSEF has age limitations of 6-17, Pre-K is outside of age range, edits required. Program 98715 YTS has age limitations of 6-17, program summary requires edits. Your RAP can be approved at the regional level with these edits.		4/12/2024	Delete
			Kent Recreation program will be for \$12,000.50. We are still waiting for them to submit their application and will amend if RAP is approved. Thank you!		2/14/2024	Delete
			One Time purchase - Carmel Recreation plans to use the \$10,344 for a purchase. They have not submitted any documentation and we do not want to hold up the RAP and the other programs and their contracts.		2/9/2024	Delete
			Youth Team Sports - Kent Recreation is applying for funding for their basketball program for \$12,000. We have still not received their application and do not want to hold up the rest of the programs and their contracts.		2/9/2024	Delete

Rap Manager

Info RAP Amendments Notes

2024

Putnam

RAP Status:

Approved

Supporting Documentation Received By Home Office:

- Resource Allocation Plan Document
- Alternate Authorized Voucher Signee
- Annual Administrative Summary

Funding Breakdown:

Funding Category	State Aid Eligibility	State Aid Requested	Remaining
RHYA1	\$56,986.00	\$56,986.00	\$0.00
RHYA2	\$13,930.00	\$13,930.00	\$0.00
YDP	\$92,635.00	\$92,635.00	\$0.00
YSEF	\$30,954.00	\$30,954.00	\$0.00
YTS	\$45,765.00	\$45,765.00	\$0.00
<b>YSEE</b>	<b>\$10,244.00</b>	<b>\$0.00</b>	<b>\$10,244.00</b>
<b>Totals:</b>	<b>\$250,614.00</b>	<b>\$240,270.00</b>	<b>\$10,344.00</b>



#64

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – FUND TRANSFER (24T320) – SHERIFF’S DEPARTMENT – TEMPORARY**

**WHEREAS, the Putnam County Sheriff has requested a fund transfer (24T320) to cover remaining 2024 projected SPO Temporary pay due to increase to \$30.00 per hour; and**

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

**RESOLVED, that the following fund transfer be made:**

**Decrease:**

16099000 51094	SPO Program Temporary	34,000
16099000 58002	SPO Program FICA	<u>2,601</u>
		36,601

**Increase:**

19311000 51094	Sheriff Security Serv. Temporary	34,000
19311000 58002	Sheriff Security Serv. FICA	<u>2,601</u>
		36,301

2024 Fiscal Impact – 0 –  
2025 Fiscal Impact – 0 –

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

COUNTY OF PUTNAM  
FUND TRANSFER REQUEST

*cc: all  
A+A  
Reso*


TO: Commissioner of Finance  
FROM: Sheriff Kevin J. McConville  
DEPT: Sheriff/Corrections  
DATE: September 25, 2024

I hereby request approval for the following transfer of funds:

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
16099000.51094 (SPO Program: Temp)	19311000.51094 (Sheriff Security Services: Temp)	\$34,000.00	cover remaining 2024 projected SPO pay due to increase to \$30/hr
16099000.58002 (SPO Program: FICA)	19311000.58002 (Sheriff Security Services: FICA)	\$ 2,601.00	cover related FICA

Total \$36,601.00

2024 Fiscal Impact \$ 0  
2025 Fiscal Impact \$ 0

  
Department Head Signature/Designee

*9/30/24*  
Date

LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

2024 OCT - 2 PM 3:12

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

24T320

# 63

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – FUND TRANSFER (24T335) – SOCIAL SERVICES – PURCHASE FURNITURE**

**WHEREAS, the Commissioner of Social Services has requested a fund transfer (24T335) to reappropriate funds to purchase furniture for the new office/new position of Director of Mental Health; and**

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

**RESOLVED, that the following fund transfer be made:**

**Decrease:**  
10431000 51000 (101)      Pers. Serv. – Director of Mental Health      4,900

**Increase:**  
10431000 52110      Mental Health Furniture      4,900

2024 Fiscal Impact – 0 –  
2025 Fiscal Impact – 0 –

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

COUNTY OF PUTNAM  
FUND TRANSFER REQUEST

cc: all  
A+A Reso

2024

TO: Commissioner of Finance  
FROM: Kristen Wunner  
DEPT: Department of Mental Health & Social Services  
DATE: October 7, 2024

I hereby request approval for the following transfer of funds:

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
10431000.51000 (0101) – Personnel Srvc Director of Mental Health	10431000.52110 Mental Health Furniture	\$4,900.00	Reappropriate funds - purchasing furniture for new office / new position for the Director of Mental Health

TOTAL: \$4,900.00

2024 OCT 11 PM 3:51  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2024 Fiscal Impact \$ 0  
2025 Fiscal Impact \$ 0

Kristen Wunner      10/7/24  
Department Head Signature/Designee      Date

AUTHORIZATION:

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

\_\_\_\_\_  
Date      County Executive/Designee: \$5,000.01 - \$10,000.00

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

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

24T335



DATE: 09/17/24

QUOTE #: 15181BP

TO: Putnam County Dept of Social Services  
 110 Old Route 6, Bldg 2  
 Carmel, New York 10512  
 845.808.1500 x45223  
 Alison Melahn  
 37a394@dfa.state.ny.us

QTY	Model #	Description	LIST PRICE	TOTAL LIST PRICE	STATE PRICE	TOTAL STATE PRICE
		MH [REDACTED] OPTION 1				
		USING L1 - STANDARD FINISH				
1	H10592.(.)	72"W X 30"D DESK SHELL	\$ 963.00	\$ 963.00	\$ 376.05	\$ 376.05
1	H105900.(.)	72"W X 24"D KNEE SPACE CREDENZA	\$ 1,879.00	\$ 1,879.00	\$ 733.75	\$ 733.75
1	H10534.(.)	72"W STACK-ON-STORAGE UNIT	\$ 1,273.00	\$ 1,273.00	\$ 497.11	\$ 497.11
1	H105856.(.)	72"W LAMINATE BACK ENCLOSURE FOR STACK-ON	\$ 301.00	\$ 301.00	\$ 117.54	\$ 117.54
1	H90056.(.)	72"W FABRIC TACKBOARD FOR STACK-ON	\$ 414.00	\$ 414.00	\$ 161.67	\$ 161.67
1	HH870960	TASK LIGHT FOR STACK-ON	\$ 359.00	\$ 359.00	\$ 94.96	\$ 94.96
1	H1522.(.)	LAMINATE CENTER DRAWER	\$ 258.00	\$ 258.00	\$ 68.24	\$ 68.24
1	HTLD48G().N.(.)	48" DIA ROUND CONFERENCE TABLE TOP	\$ 673.00	\$ 673.00	\$ 262.81	\$ 262.81
1	HTXLEG.P	ALUMINUM " X " BASE	\$ 643.00	\$ 643.00	\$ 251.09	\$ 251.09
1	HIEH1.A.H.U.SS11.T.SB	IGNITION EXECUTIVE HIGH BACK CHAIR W/ ARMS	\$ 1,362.00	\$ 1,362.00	\$ 531.86	\$ 531.86
		<b>NOTES:</b>				
		HON QUOTE ID SQCRU000398-1				
		STANDARD LEADTIME 3 - 4 WEEKS				
		NEED FINISH SELECTIONS				
		CHAIR: BLACK LEATHER				
<b>Please Issue Order As Follows:</b>						
<b>Ordering Address:</b>		<b>The HON Company</b>				
		c/o Langit & Associates, Inc.				
		200 Oak Street				
		Muscatine, IA 52761				
<b>NYS Contract No.:</b>		PC70286				
<b>Contract Period:</b>		12/01/28				
<b>Contract Delivery:</b>		60 Days ARO or Sooner				

TOTAL LIST PRICE: \$ 8,125.00  
 SUBTOTAL: \$ 3,095.08  
 INSIDE DELIVERY: (optional) \$ 619.02  
**TOTAL STATE PRICE: \$ 3,714.10**

### Quote

This quote was generated automatically from your shopping cart for one-time use. Orders placed for quoted items are subject to further review and acceptance by Staples. Pricing and availability are subject to change at any time. Staples reserves the right to reject any order and/or to correct any errors, inaccurate submissions contained in the quote, including after an order has been submitted. Please contact your account representative with any questions.

#### Shipping & Delivery

No Body  
D-001  
PUTNAM COUNTY AUDIT DEPT %  
40 GLENEIDA AVE  
RM: 319  
CARMEL, NY 10512 US  
845-808-1040 x 49218

#### Accounting

Budget Center  
11111111 11111

Purchase Order  
Not specified

PO Release  
Not specified

#### Order Summary

Items (1)	\$327.98
Pretax subtotal	\$327.98
<b>Total</b>	<b>\$327.98</b>

Order will be paid through Invoice

#### Receiving furniture delivery

No Body  
(845)808-1040  
francine.romeo@putnamcountyny.gov

### 1 item in cart

#### Delivery



**Boss Leather Guest Chair, Black (B689)**  
Item #: 713569 | MFR Item #: B689

Business price (1/EA)	\$163.99
<hr/>	
2 @ \$163.99	<b>\$327.98</b>

### Quote

This quote was generated automatically from your shopping cart for one-time use. Orders placed for quoted items are subject to further review and acceptance by Staples. Pricing and availability are subject to change at any time. Staples reserves the right to reject any order and/or to correct any errors, inaccurate submissions contained in the quote, including after an order has been submitted. Please contact your account representative with any questions.

#### Shipping & Delivery

No Body  
D-001  
PUTNAM COUNTY AUDIT DEPT %  
40 GLENEIDA AVE  
RM: 319  
CARMEL, NY 10512 US  
845-808-1040 x 49218

#### Accounting

Budget Center  
11111111 11111

Purchase Order  
Not specified

PO Release  
Not specified

#### Order Summary

Items (1)	\$786.28
Pretax subtotal	\$786.28
<b>Total</b>	<b>\$786.28</b>

Order will be paid through invoice

#### Receiving furniture delivery

No Body  
(845)808-1040  
francine.romeo@putnamcountyny.gov

### 1 item in cart

#### Delivery



Offices To Go Mesh Back Guest Chair, Black (OTG11761B)  
Item #: 1148629 | MFR Item #: OTG11761B | CIN #: 1148629

NYS Contract Item Eco Feature

Contract price (1/EA)	\$196.57
4 @ \$196.57	<b>\$786.28</b>

24T335

Melahn, Alison (DFA)

**From:** Wunner, Kristen (DFA)  
**Sent:** Wednesday, October 9, 2024 8:57 AM  
**To:** Melahn, Alison (DFA)  
**Subject:** FW: Director of Mental Health - Furniture

Here is the email to attach to the Director of Mental Health furniture transfer.

**From:** John Tully <John.Tully@putnamcountyny.gov>  
**Sent:** Wednesday, September 25, 2024 5:06 PM  
**To:** Wunner, Kristen (DFA) <Kristen.Wunner@dfa.state.ny.us>  
**Cc:** Michele Pinto <michele.pinto@putnamcountyny.gov>; Michael Lewis <Michael.Lewis@putnamcountyny.gov>  
**Subject:** RE: Director of Mental Health - Furniture

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

Kristen,

Please proceed with a transfer of funds or budgetary amendment. Depending on the amount and line that is being used, this will likely require legislative approval. If there is a reimbursement component, the transfer can be to the appropriate DSS/MH budget line. IF not the funds can be transferred to Central Services (1610).

Is the office currently furnished? We can make arrangements for temporary furnishings.

Thank You,  
John

**From:** Wunner, Kristen (DFA) <Kristen.Wunner@dfa.state.ny.us>  
**Sent:** Wednesday, September 25, 2024 4:02 PM  
**To:** John Tully <John.Tully@putnamcountyny.gov>  
**Cc:** Servadio, Sara (DFA) <Sara.Servadio@dfa.state.ny.us>; Michael Lewis <Michael.Lewis@putnamcountyny.gov>  
**Subject:** RE: Director of Mental Health - Furniture  
**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!

John,

Are you able to help with the below? We are looking to fast track this since our new Director of MH starts next week and want to get this order in as soon as possible. If you are not the appropriate person to start with, please advise so we can move forward on next steps. Your response is very much appreciated.

Thank you,  
Kristen

24T335



**From:** Wunner, Kristen (DFA)  
**Sent:** Thursday, September 19, 2024 8:14 AM  
**To:** [john.tully@putnamcountyny.gov](mailto:john.tully@putnamcountyny.gov)  
**Cc:** Servadio, Sara (DFA) <[Sara.Servadio@dfa.state.ny.us](mailto:Sara.Servadio@dfa.state.ny.us)>; Michael Lewis <[Michael.Lewis@putnamcountyny.gov](mailto:Michael.Lewis@putnamcountyny.gov)>  
**Subject:** RE: Director of Mental Health - Furniture

Hi John,

Following up on my email from Monday. Please advise.

Thank you,  
Kristen

---

**From:** Wunner, Kristen (DFA)  
**Sent:** Monday, September 16, 2024 11:31 AM  
**To:** [john.tully@putnamcountyny.gov](mailto:john.tully@putnamcountyny.gov)  
**Cc:** Servadio, Sara (DFA) <[Sara.Servadio@dfa.state.ny.us](mailto:Sara.Servadio@dfa.state.ny.us)>  
**Subject:** Director of Mental Health - Furniture  
**Importance:** High

Good Morning John,

I hope you had a nice weekend. We are looking to purchase furniture for the new MH Director who starts on October 1. Our thoughts were to repurpose funds that were previously allocated to the new hire's position number and salary as that has been vacant for 9 months in 2024. Commissioner Lewis suggested to reach out to you for guidance. Should I just put together a budgetary amendment requesting the transfer of funds or do we need to get Paul involved since it touches a personnel line? Will this need to go to the legislature? I want to make sure we follow the correct process. I look forward to your reply.

Thank you,  
Kristen



**Kristen Wunner**

FISCAL MANAGER • Mental Health, Social Services & Youth Bureau  
PHONE | 845.808.1500, ext 45210 • WEBSITE | [PUTNAMCOUNTYNY.COM](http://PUTNAMCOUNTYNY.COM)  
PUTNAM COUNTY GOVERNMENT NEW YORK

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Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
 Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
 Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

#67

**APPROVAL – FUND TRANSFER (24T344) – DEPARTMENT OF PUBLIC WORKS – OVERTIME**

**WHEREAS, the Commissioner of DPW has requested a fund transfer (24T344) to cover Overtime costs through the remainder of 2024; and**

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

**RESOLVED, that the following fund transfer be made:**

<b>Decrease:</b>		
10331000 54647	Subcontractor	32,295
<b>Increase:</b>		
10511000 51093	Overtime	30,000
10511000 58002	FICA	<u>2,295</u>
		32,295

**2024 Fiscal Impact – 0 –  
 2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
 Legislator Castellano \_\_\_\_\_  
 Legislator Crowley \_\_\_\_\_  
 Legislator Ellner \_\_\_\_\_  
 Legislator Gouldman \_\_\_\_\_  
 Legislator Montgomery \_\_\_\_\_  
 Legislator Nacerino \_\_\_\_\_  
 Legislator Sayegh \_\_\_\_\_  
 Chairman Jonke \_\_\_\_\_

COUNTY OF PUTNAM  
FUND TRANSFER REQUEST

cc: all  
A+A  
Reso

TO: Commissioner of Finance  
FROM: THOMAS FEIGHERY, COMMISSIONER OF DPW  
DEPT: DPW  
DATE: October 11, 2024

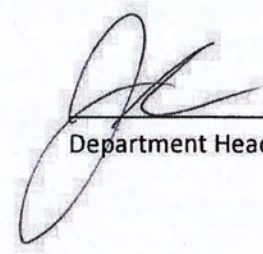
2024 OCT 18 PM 3:54  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

I hereby request approval for the following transfer of funds:

FROM	TO	AMOUNT	PURPOSE
ACCOUNT#/NAME 10331000 54647 SUB CONTRACTOR	ACCOUNT #/NAME 10511000 51093 OVERTIME	30,000	TO COVER OVERTIME AND FICA THRU EOY
10331000 54647 SUB CONTRACTOR	10511000 58002 FICA	2,295 \$32,295	

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2024 Fiscal Impact \$\_0\_  
2025 Fiscal Impact \$\_0\_

  
\_\_\_\_\_  
Department Head Signature/Designee      Date  
10/15/24

AUTHORIZATION:

- \_\_\_\_\_  
Date      Commissioner of Finance/Designee: Initiation and \$0-\$5,000.00
- \_\_\_\_\_  
Date      County Executive/Designee: \$5,000.01 - \$10,000.00
- \_\_\_\_\_  
Date      Chairperson Audit/Designee: \$0-\$10,000.00
- \_\_\_\_\_  
Date      Audit & Administration Committee: \$10,000.01 - \$25,000.00

24T344

#64

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – FUND TRANSFER (24T353) – LAW DEPARTMENT – JUDGMENT & CLAIMS  
– KRIVAK V. COUNTY OF PUTNAM SETTLEMENT**

**WHEREAS, the County Attorney has requested a fund transfer (24T353) for the litigation settlement of Krivak vs. County of Putnam at the Special Rules Mtg held on October 8, 2024; and**

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

**RESOLVED, that the following fund transfer be made:**

<b>Decrease:</b>		
10199000 54980	General Contingency	200,000
<b>Increase:</b>		
10193000 54933	Judgment & Claims	200,000
	2024 Fiscal Impact - \$200,000	
	2025 Fiscal Impact – 0 –	

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

cc: all  
ATA  
Reso

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

**TO:** Michael Lewis  
Commissioner of Finance

**FROM:** C. Compton Spain  
County Attorney

**DEPT:** Law

**DATE:** October 17, 2024

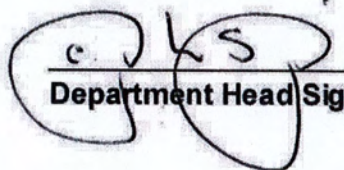
2024 OCT 18 PM 3:54  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

I hereby request approval for the following transfer of funds:

<u>FROM</u> <u>ACCOUNT# / NAME</u>	<u>TO</u> <u>ACCOUNT# / NAME</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
10199000 54980 General Contingency	10193000 54933 Judgment & Claims	\$200,000.00	Krivak v. Cty. Of Putnam Settlement (Proposed Reso. attached.)

2024 Fiscal Impact \$ 200,000.00

2025 Fiscal Impact \$ \_\_\_\_\_

 10/17/24  
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

24T353

## RESOLUTION

**WHEREAS**, following the acquittal of Defendant Andrew Krivak on February 23, 2023 after a second retrial of his initial 1997 conviction for a 1994 rape-homicide in Putnam County Court; and

**WHEREAS**, Plaintiff Andrew Krivak on or about August 8, 2023, commenced action against the County of Putnam, the Putnam County District Attorney's Office, the Putnam County Sheriff's Office and other named defendants in the United States District Court, Southern District of New York alleging civil rights violations resulting in his wrongful imprisonment, including, *inter alia*, an alleged wrongful arrest and prosecution and denial of a fair trial by fabrication of evidence in violation of his due process rights; and

**WHEREAS**, Plaintiff sought recovery for compensatory damages in an undetermined amount as well as costs, disbursements, attorney's fees and interest; and

**WHEREAS**, following protracted litigation and intensive mandatory mediation with Plaintiff's counsel, the Claims Committee for the New York Municipal Insurance Reciprocal (NYMIR), THE County's insurance carrier, recently arrived at a negotiated settlement value for this case of twenty million (\$20,000,000.00) dollars; and

**WHEREAS**, Plaintiff agreed to a settlement with the County, the Sheriff's Office and District Attorney's Office, subject to the Legislature's approval, in which the County agreed to pay Plaintiff the sum of twenty million (\$20,000,000.00) dollars; and

**WHEREAS**, the County Attorney, the County's outside counsel, Lewis Silverman, Esq., and NYMIR's claims representative, with the approval of outside counsel for both the Sheriff's Office and District Attorney's Office, have recommended the aforementioned settlement as an alternative to trial; and

**WHEREAS**, in connection with this settlement the County shall only be responsible only for payment of a combined deductible of two hundred thousand (\$200,000.00) pursuant to the County's insurance policy with NYMIR; and

**WHEREAS**, counsel for the County of Putnam, with the approval of outside counsel for both the Sheriff's Office and District Attorney's Office, has in fact settled the matter with Plaintiff for the sum of twenty million (\$20,000,000.00) dollars; and Plaintiff shall execute the required General Release and Settlement Agreement which, upon approval by the Legislature, a Stipulation of Discontinuance will be filed with the Court, thereby discontinuing this matter and allowing Plaintiff to receive his settlement payment in the agreed upon amount; and

**WHEREAS**, the aforementioned settlement is in the public interest and avoids the costs of further litigation, additional attorney's fees and costs and the risk of a high jury verdict; now therefore be it

**RESOLVED**, that the proposed settlement of this matter for the sum of twenty million (\$20,000,000.00) dollars with the County only being responsible for payment of a combined deductible of two hundred thousand (\$200,000.00) pursuant to the County's insurance policy with NYMIR is hereby approved.

**RESOLVED**, that the County Executive is hereby authorized to sign any required settlement documents on behalf of the County including a Settlement Agreement and Release with respect thereto.



**NEW YORK MUNICIPAL INSURANCE RECIPROCAL**  
*Insuring Our Own Future*

**New York Municipal Insurance Reciprocal**

900 Stewart Avenue, Suite 600 • Garden City, NY 11530-4889 • (877) 976-2111 • (516) 227-2352

**Deductible Invoice**

Putnam County  
48 Gleneida Ave  
Carmel NY 10512

**INVOICE# 193398**  
**October 10, 2024**

**Agency:** Brown & Brown Insurance Services, Inc.

**Producer:** Brian Miles

**For Claim Number:** PUTN-1996-018-001

**Claimant:** Andrew Krivak

**Date of Loss:** 7/1/1996

**Policy:** MLEPUTN001

**Policy Period:** 1/1/1996 - 1/1/1997

**Deductibles:**

**Law Enforcement Liability -** \$100,000

**Payments:**

**Law Enforcement Liability Claims Paid to Date:** \$1,000,000.00

**Deductible Due This Invoice:** \$100,000.00

Please make check payable to:

**NYMIR**  
**New York Municipal Insurance Reciprocal**  
**119 Washington Avenue**  
**Albany, NY 12210**



**NEW YORK MUNICIPAL INSURANCE RECIPROCAL**  
*Insuring Our Own Future*

**New York Municipal Insurance Reciprocal**  
900 Stewart Avenue, Suite 600 • Garden City, NY 11530-4869 • (877) 976-2111 • (516) 227-2352

**Deductible Invoice**

Putnam County  
48 Gleneida Ave  
Carmel NY 10512

**INVOICE# 193399**  
**October 10, 2024**

**Agency:** Brown & Brown Insurance Services, Inc.

**Producer:** Brian Miles

**For Claim Number:** PUTN-1996-019-001

**Claimant:** Andrew Krivak

**Date of Loss:** 7/1/1996

**Policy:** MPLPUTN001

**Policy Period:** 1/1/1996 - 1/1/1997

**Deductibles:**

**General** \$100,000  
**Liability/Each**  
**Occurrence/Aggreg -**

**Payments:**

**Personal & Advertising Injury Claims Paid to Date:** \$1,000,000.00

**Deductible Due This Invoice:** \$100,000.00

Please make check payable to:

**NYMIR**  
**New York Municipal Insurance Reciprocal**  
**119 Washington Avenue**  
**Albany, NY 12210**



# 62

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – FUND TRANSFER (24T354) – EMERGENCY SERVICES – DISPATCHER OVERTIME**

**WHEREAS, the Commissioner of Emergency Services has requested a fund transfer (24T354) to cover Dispatcher Overtime for the remainder of 2024; and**

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

**RESOLVED, that the following fund transfer be made:**

**Decrease:**

10398900 52180	Other Equipment	8,000
10398900 54379	Training Supplies	10,000
10398900 54540	Radio Communications	7,860
10398900 54710	Maintenance & Repairs	16,540
13398900 52110	Furniture & Furnishings	5,000
13398900 54634	Telephone	10,000
14398900 52210	Furniture & Furnishings	5,000
14398900 54313	Books & Supplements	6,000
14398900 54317	Certification Cards	<u>6,600</u>
		75,000

**Increase:**

13398900 51093	Overtime	75,000
----------------	----------	--------

2024 Fiscal Impact – 0 –  
2025 Fiscal Impact – 0 –

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

cc:all  
ATA  
RCSO

COUNTY OF PUTNAM  
FUND TRANSFER REQUEST

TO: Commissioner of Finance  
FROM: Robert Lipton, Commissioner  
DEPT: Bureau of Emergency Services  
DATE: 10/17/24

I hereby request approval for the following transfer of funds: --

FROM ACCOUNT#/NAME	TO ACCOUNT#/NAME	AMOUNT	PURPOSE
10398900 52180 Other Equipment	13398900 51093 Overtime	\$8,000.00	Transfer needed to cover Dispatch
10398900 54379 Training Supplies	13398900 51093 Overtime	\$10,000.00	Overtime for the remainder of 2024
10398900 54540 Radio Communications	13398900 51093 Overtime	\$7,860.00	
10398900 54710 Maint and Repairs	13398900 51093 Overtime	\$16,540.00	
13398900 52110 Furniture and Furnishings	13398900 51093 Overtime	\$5,000.00	
13398900 54634 Telephone	13398900 51093 Overtime	\$10,000.00	
14398900 52110 Furniture and Furnishings	13398900 51093 Overtime	\$5,000.00	
14398900 54313 Books & Supplements	13398900 51093 Overtime	\$6,000.00	
14398900 54317 Certification Cards	13398900 51093 Overtime	\$6,600.00	

2024 OCT 18 PM 3:54  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

\$75,000.00 ✓

24T354

20\_\_\_\_ Fiscal Impact \$ \_\_\_\_\_

20\_\_\_\_ Fiscal Impact \$ \_\_\_\_\_

\_\_\_\_\_  
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

24T354

#622

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL – FUND TRANSFER (24T355) – SOCIAL SERVICES – COMPUTER EQUIPMENT**

**WHEREAS, the Commissioner of Social Services has requested a fund transfer (24T355) to purchase Computer Equipment and Accessories for the new Director of Mental Health; and**

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

**RESOLVED, that the following fund transfer be made:**

**Decrease:**

**10431000 51000 (101)      Pers. Serv. Director of Mental Health      2,500**

**Increase:**

**10431000 52130      Mental Health Computer Equipment      2,500**

**2024 Fiscal Impact – 0 –**

**2025 Fiscal Impact – 0 –**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

**COUNTY OF PUTNAM  
FUND TRANSFER REQUEST  
2024**

*cc:all  
A+A  
Reso*

**TO: Commissioner of Finance**  
**FROM: Kristen Wunner**  
**DEPT: Department of Mental Health & Social Services**  
**DATE: October 17, 2024**

2024 OCT 18 PM 3:54  
 LEGISLATURE  
 PUTNAM COUNTY  
 CARMEL, NY

**I hereby request approval for the following transfer of funds:**

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
10431000.51000 (0101) – Personnel Svcs Dir of MH	10431000.52130 MH Computer Equipment	\$2,500.00	Reappropriate funds - purchasing needed computer equip and accessories for the new Director of Mental Health

**TOTAL: \$2,500.00**

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2024 Fiscal Impact \$   0    
 2025 Fiscal Impact \$   0  

K. Wunner                      10/17/24  
 Department Head Signature/Designee                      Date

AUTHORIZATION:

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

\_\_\_\_\_  
 Date                      County Executive/Designee: \$5,000.01 - \$10,000.00

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

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

**24T355**



### SALES QUOTE

GovConnection, Inc.  
732 Milford Road  
Merrimack, NH 03054

**Account Executive:** Timothy Vanasse  
**Phone:** (800) 800-0019 ext. 33011  
**Fax:** (603) 683-1204  
**Email:** tim.vanasse@connection.com

**# 25688938.01**  
*PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING*  
**Date:** 10/7/2024  
**Valid Through:** 11/6/2024  
**Account #:**

**Customer Contact:** AnnMarie Walz  
**Email:** annmarie.walz@putnamcountyny.g  
**Phone:** (845) 808-4000 x41117  
**Fax:** (845) 225-1421

<b>QUOTE PROVIDED TO:</b> AB#: 5418737 <b>PUTNAM COUNTY DEPT OF SOCIAL SERVICES</b> ACCOUNTS PAYABLE 110 OLD ROUTE 6 BUILDING 2 CARMEL, NY 10512 US (845) 808-1500	<b>SHIP TO:</b> AB#: 20600592 <b>PUTNAM COUNTY SOCIAL SERVICES</b> 110 Old Route 6 Bldg#2 Carmel, NY 10512 US  (845) 808-4000 x41117
--	--

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	15.00 lbs	Net 30	NCPA 01-144

Important Notice: -- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NCPA Contract # NCPA 01-144. Any Order accepted by GovConnection for the Items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1	41789311	WWMYN	Latitude 5450 Core Ultra 5/125U / 2x8GB / 512GB PCIe / 8E / BT / WC / 14" FHD / W11P	Dell Distribution Systems-Non CTO	\$ 1,159.14	\$ 1,159.14
2	1	31978773	808-3127	1-Year Next Business Day to 5-Year ProSupport for Select Latitude Models	Dell Services	\$ 329.57	\$ 329.57
3	1	31978802	808-3130	1-Year Next Business Day to 5-Year ProSupport Plus Next Business Day for Select Latitude Models	Dell Services	\$ 506.35	\$ 506.35
4	1	41426972	DELL-WD22TB4	WD22TB4 Thunderbolt 4 Dock	Dell Computers	\$ 290.27	\$ 290.27
5	1	41212992	KM5221WBKB-US	Pro Wireless Keyboard and Mouse Combo	Dell Computers	\$ 42.73	\$ 42.73
6	1	41412672	DELL-CC5623	EcoLoop Pro Briefcase	Dell Computers	\$ 42.42	\$ 42.42

<b>Subtotal</b>	\$	2,370.48
<b>Fee</b>	\$	0.00
<b>Shipping and Handling</b>	\$	0.00
<b>Tax</b>		Exempt!
<b>Total</b>	\$	2,370.48

**Connection**<sup>™</sup>  
PUBLIC SECTOR SOLUTIONS  
we solve IT<sup>™</sup>

**ORDERING INFORMATION**  
GovConnection, Inc. DBA Connection  
NCPA Contract # NCPA 01-144

Please contact your account manager with questions.

**Ordering Address**  
GovConnection, Inc.  
732 Milford Road  
Merrimack, NH 03054

**Remittance Address**  
GovConnection, Inc.  
PO Box 536477  
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

**TERMS & CONDITIONS**

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

*Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NCPA Contract # NCPA 01-144. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.*

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:  
[SLEDOPS@connection.com](mailto:SLEDOPS@connection.com)  
QUESTIONS: Call 800-800-0019  
FAX: 603.683.0374

24T355

# 6 bb

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL - SEMI-ANNUAL MORTGAGE TAX REPORT- APRIL 1, 2024 THROUGH  
SEPTEMBER 30, 2024**

**WHEREAS, upon receipt of approval of the Semi-Annual Report showing the amounts to be credited to each district of the County of the money collected during the period April 1, 2024 through September 30, 2024 from the New York State Department of Taxation and Finance, the Putnam County Audit and Administration Committee reviewed and hereby forwards same to the Putnam County Legislature; now therefore be it**

**RESOLVED, that pursuant to Section 261 of the Tax Law, the Putnam County Legislature issues tax warrants for the payment to the respective districts of the amounts so credited and authorizes and directs the Commissioner of Finance to make a payment of said amounts to the respective district in accordance with the report as follows:**

Town of Carmel		\$ 374,313.93
Town of Kent		141,604.32
Town of Patterson		128,277.80
Town of Philipstown		
	Village of Cold Spring	12,877.07
	Village of Nelsonville	3,640.55
	Town Outside	153,421.97
Town of Putnam Valley		150,458.27
Town of Southeast		
	Village of Brewster	8,743.05
	Town Outside	<u>288,341.65</u>
<b>Total</b>		<b>\$1,261,678.61</b>

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_



cc: All  
Audit Reso

Michael Lewis  
Commissioner of Finance



TRISH MCLOUGHLIN  
County Director- Real Property

Memorandum

To: Hon. Paul E. Jonke, Chairman  
Putnam County Legislature  
From: Patricia A. McLoughlin, Director of Real Property *PM*  
Date: October 11, 2024  
Subject: Mortgage Tax Apportionment of Payments – 4/1/2024 to 9/30/2024

LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

2024 OCT 15 PM 3:56

Town of Carmel	\$374,313.93
Town of Kent	\$141,604.32
Town of Patterson	\$128,277.80
Town of Philipstown	
Village of Cold Spring	\$12,877.07
Village of Nelsonville	\$3,640.55
Town Outside	\$153,421.97
Town of Putnam Valley	\$150,458.27
Town of Southeast	
Village of Brewster	\$8,743.05
Town Outside	\$288,341.65
Total	<hr/> \$1,261,678.61

Mortgage Tax Apportionment  
 2024 Final Assessment Roll Figures Total A/V  
 4/01/2024 to 9/30/2024

	<b>Philipstown</b>		\$ 2,449,910,822
	<u>Village of Cold Spring</u>	<u>Village of Nelsonville</u>	<u>Town of Philipstown</u>
Total A/V	\$ 185,640,586	\$ 52,483,444	\$ 986,831,381.00
Percentage	0.075774426	0.021422594	0.90280298
Total Mtg. Tax	\$ 169,939.59	\$ 169,939.59	\$ 169,939.59
Apportioned	\$ 12,877.07	\$ 3,640.55	\$ 153,421.97
	<b>Southeast</b>		\$ 8,842,844,678
	<u>Village of Brewster</u>	<u>Town of Southeast</u>	
Total A/V	\$ 260,240,425	\$ 4,161,181,914	
Percentage	0.029429492	0.970570508	
Total Mtg. Tax	\$ 297,084.70	\$ 297,084.70	
Apportioned	\$ 8,743.05	\$ 288,341.65	

**PART II**

Distribution Statement  
 (Columns 1 through 5) The "taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Taxation Department noted on the

Credit Statement  
 (Column 6) This column is the net amount due to each tax district for which the Board of Supervisors shall issue its warrant or warrants.

MUNICIPALITY	2 Taxes Collected	3 *Additions	4 *Deductions	5 Taxes Adj. Corr	6 Amount Due Tax District
CARMEL	400,030.53	0.00	0.00	400,030.53	374,313.93
KENT	151,333.00	0.00	0.00	151,333.00	141,604.32
PATTERSON	137,090.91	0.00	0.00	137,090.91	128,277.80
PHILIPSTOWN	181,615.00	0.00	0.00	181,615.00	169,939.59
PUTNAM VALLEY	160,795.25	0.00	0.00	160,795.25	150,458.27
SOUTHEAST	317,495.40	0.00	0.00	317,495.40	297,084.70
<b>Total Tax Districts: 6</b>	<b>1,348,360.09</b>	<b>0.00</b>	<b>0.00</b>	<b>1,348,360.09</b>	<b>1,261,678.61</b>

\*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers

NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT



COUNTY OF Putnam FOR THE PERIOD OF April 2024 THROUGH September 2024  
 CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11 TAX RATE: 0.9357134043

Months	BASIC TAX DISTRIBUTED				TREASURER				ALL OTHER TAXES DISTRIBUTED			
	1 Basic Tax Collected	2 Interest Received by Recording Officer	3 Recording Officer's Expense	4 Refunds or Adjustments	5 Amount Paid Treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest Received by Treasurer	7 Treasurers Expense	8 Tax Districts Share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special Assistance Fund	12 Special Additional Tax SONYMA
Oct												
Nov												
Dec												
Jan												
Feb												
Mar												
Apr	178,778.00	9.14	14,518.72	0.00	164,268.42	0.00	164,268.42	0.00	95,308.42	64,228.38	8,097.85	
May	160,968.50	0.00	14,550.07	0.00	146,418.43	0.00	146,418.43	0.00	84,670.62	61,427.29	2,683.35	
Jun	200,055.00	0.00	14,358.73	0.00	185,696.27	0.00	185,696.27	0.00	107,742.00	82,208.35	3,731.47	
Jul	272,612.51	6.29	14,483.01	0.00	258,135.79	0.00	258,135.79	0.00	150,018.71	103,486.23	11,206.64	
Aug	277,258.00	0.00	14,338.76	0.00	262,919.24	0.00	262,919.24	0.00	154,337.73	93,550.56	27,085.36	
Sep	258,688.08	0.00	14,447.62	0.00	244,240.46	0.00	244,240.46	0.00	142,324.07	95,840.29	13,509.38	
Totals	1,348,360.09	15.43	86,696.91	0.00	1,261,678.61	0.00	1,261,678.61	0.00	734,401.55	500,741.10	66,314.05	

Recording Officer

Treasurer



PUTNAM COUNTY CLERK'S OFFICE  
 County Office Building  
 40 Gleneida Avenue  
 Carmel, New York 10512  
 Tel. (845) 808 ~1142  
 Fax (845) 225-3953

*w/All  
 Audit*      *Reso*

MICHAEL C. BARTOLOTTI  
 County Clerk

JAMES J. MCCONNELL  
 First Deputy County Clerk

October 11, 2024

2024 OCT 11 PM 12:08  
 LEGISLATURE  
 PUTNAM COUNTY  
 CARMEL, NY

**VIA HAND DELIVERY**

Hon. Paul Jonke, Chairman  
 Putnam County Legislature  
 40 Gleneida Avenue  
 Carmel, NY 10512

Re: Semi-Annual Mortgage Tax Report, April 1, 2024 through September 30, 2024

Dear Chairman Jonke:

Enclosed you will find our Semi-Annual Mortgage Tax Report for the period from April 1, 2024 through September 30, 2024.

The report has been approved by the New York State Department of Taxation and Finance.

If you have any questions or concerns regarding this matter please do not hesitate to contact me. Thank you very much.

Sincerely,

Michael C. Bartolotti  
 Putnam County Clerk

MCB:jm

Enc. (2)



**Department of  
Taxation and Finance**

Office of Real Property Tax Services Division

October 10, 2024

Tax Article: 11  
Tax Type: Mortgage Recording  
County: Putnam  
Period: April 2024- September 2024

PUTNAM COUNTY CLERK  
C/O MICHAEL C. BARLOTTI  
40 GLENEIDA AVENUE  
CARMEL, NY 10512

**We approved your report.**

We approved your Semi-Annual Report Form AU-202, *New York State Mortgage Tax Semiannual Report*, which we received on October 10, 2024.

The net amount of \$1,261,678.61 due to the respective tax districts is approved. You may submit the report to your County Legislative Body for their action, pursuant to Tax Law §261.

**Questions?**

- Visit our website
- Call George Muller at 518-391-4565

NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT



COUNTY OF Putnam  
CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

FOR THE PERIOD OF April 2024

THROUGH September 2024

TAX RATE: 0.9357134043

Months	BASIC TAX DISTRIBUTED				TREASURER			ALL OTHER TAXES DISTRIBUTED			
	1 Basic Tax Collected	2 Interest Received by Recording Officer	3 Recording Officer's Expense	4 Refunds or Adjustments	5 Amount Paid Treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest Received by Treasurer	7 Treasurers Expense	8 Tax Districts Share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special Assistance Fund
Oct											
Nov											
Dec											
Jan											
Feb											
Mar											
Apr	178,778.00	9.14	14,518.72	0.00	164,268.42	0.00	164,268.42	0.00	95,308.42	64,228.38	8,097.85
May	160,968.50	0.00	14,550.07	0.00	146,418.43	0.00	146,418.43	0.00	84,670.62	61,427.29	2,683.35
Jun	200,055.00	0.00	14,358.73	0.00	185,696.27	0.00	185,696.27	0.00	107,742.00	82,208.35	3,731.47
Jul	272,612.51	6.29	14,483.01	0.00	258,135.79	0.00	258,135.79	0.00	150,018.71	103,486.23	11,206.64
Aug	277,258.00	0.00	14,338.76	0.00	262,919.24	0.00	262,919.24	0.00	154,337.73	93,550.56	27,085.36
Sep	258,688.08	0.00	14,447.62	0.00	244,240.46	0.00	244,240.46	0.00	142,324.07	95,840.29	13,509.38
Totals	1,348,360.09	15.43	86,696.91	0.00	1,261,678.61	0.00	1,261,678.61	0.00	734,401.55	500,741.10	66,314.05

Recording Officer

Treasurer

**PART II**

Distribution Statement  
 (Columns 1 through 5) The "taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Taxation Department noted on the

Credit Statement  
 (Column 6) This column is the net amount due to each tax district for which the Board of Supervisors shall issue its warrant or warrants.

MUNICIPALITY	2 Taxes Collected	3 *Additions	4 *Deductions	5 Taxes Adj. Corr	6 Amount Due Tax District
CARMEL	400,030.53	0.00	0.00	400,030.53	374,313.93
KENT	151,333.00	0.00	0.00	151,333.00	141,604.32
PATTERSON	137,090.91	0.00	0.00	137,090.91	128,277.80
PHILIPSTOWN	181,615.00	0.00	0.00	181,615.00	169,939.59
PUTNAM VALLEY	160,795.25	0.00	0.00	160,795.25	150,458.27
SOUTHEAST	317,495.40	0.00	0.00	317,495.40	297,084.70
<b>Total Tax Districts: 6</b>	<b>1,348,360.09</b>	<b>0.00</b>	<b>0.00</b>	<b>1,348,360.09</b>	<b>1,261,678.61</b>

\*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers



#6cc

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL - LOCAL LAW - AMEND CHAPTER 41 - CODE OF PUTNAM COUNTY - ENTITLED "DEPOSIT AND INVESTMENT POLICY"**

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

**Section 1.**

**Section 41-2 of the Putnam County Code is hereby amended to read as follows:**

**§ 41-2 Objectives.**

**The primary objectives of the Putnam County's investment activities are, in priority order:**

- A. To conform with all applicable federal, state and other legal requirements (legal).**
- B. To adequately safeguard principal (safety).**
- C. To provide sufficient liquidity to meet all operating requirements (liquidity).**
- D. To obtain a reasonable rate of return (yield).**

**To appropriately meet these objectives, The County will make investment decisions based on categories of cash with which the time horizon is continually calculated using a liquidity analysis of past and anticipated future financial requirements.**

**Section 2.**

**Section 41-3 of the Putnam County Code is hereby amended to read as follows:**

**§ 41-3 Delegation of authority and general intent of policy.**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

**A. Delegation of authority.** The administration of the investment program is delegated to the Commissioner of Finance, pursuant to § 4.02(a) of the Putnam County Charter. The Commissioner of Finance shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates and other relevant information, including dates of sale or other dispositions and amounts realized. In addition, the internal control procedures shall describe that responsibilities and levels of authority for key individuals involved in the investment program.

**B. General intent of policy.**

**(1) Prudence.**

**(a) All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in Putnam County to govern effectively.**

**(b) Investments shall be made with prudence, diligence, skill, judgment and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived. All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.**

**(2) Diversification.** It is the policy of Putnam County to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling. The Finance Officer shall establish appropriate limits for the amount of investments which can be made with each financial institution or dealer, and shall evaluate this listing at least annually.

**Section 3.**

Section 41-5 of the Putnam County Code is hereby amended to read as follows:

**§ 41-5 Designation of official depositories.**

The banks and trust companies authorized for the deposit of monies up to the maximum amounts are:

<b>Depository Name</b>	<b>Maximum Amount</b>
<b>Adirondack Bank</b>	<b>\$75,000,000</b>
<b>Bank of America</b>	<b>\$75,000,000</b>

<b>Depository Name</b>	<b>Maximum Amount</b>
Bank of Greene County	\$75,000,000
Bank United	\$75,000,000
BankOnBuffalo	\$75,000,000
C&N	\$75,000,000
Canandaigua National Bank	\$75,000,000
Capital One Bank	\$75,000,000
Citizens Bank	\$75,000,000
Community Bank	\$75,000,000
Customers Bank	\$75,000,000
Evans Bank	\$75,000,000
Fairfield County Bank	\$75,000,000
Five Star	\$75,000,000
FlagStar Bank	\$75,000,000
Flushing	\$75,000,000
Genesee Regional Bank	\$75,000,000
Glens Falls National Bank and Trust/ Saratoga National Bank and Trust	\$75,000,000
Hanover Community Bank	\$75,000,000
JP Morgan Chase Bank NA	\$75,000,000
Lyons National Bank	\$75,000,000
M&T Bank	\$75,000,000
Metropolitan Bank	\$75,000,000
Modern Bank	\$75,000,000
NBT Bank	\$75,000,000

<b>Depository Name</b>	<b>Maximum Amount</b>
Pathfinder Bank	\$75,000,000
Pioneer Bank	\$75,000,000
Putnam County National Bank	\$75,000,000
PCSB Commercial Bank subsidiary of PCSB	\$75,000,000
Raymond James Bank	\$75,000,000
RBC	\$75,000,000
Santander Bank	\$75,000,000
Solvay Bank	\$75,000,000
TD Bank	\$75,000,000
Tioga Bank	\$75,000,000
Tompkins Mahopac National Bank	\$75,000,000
Upstate National Bank	\$75,000,000
Valley Bank	\$75,000,000
Wayne Bank	\$75,000,000

**Section 4.**

**Section 41-6 of the Putnam County Code is hereby amended to read as follows:**

**§ 41-6 Collateralizing of deposits.**

**In accordance with the provisions of General Municipal Law § 10, all deposits of Putnam County, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:**

- A. By a pledge of eligible securities with an aggregate market value, as provided by General Municipal Law § 10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy;**
- B. By an eligible irrevocable letter of credit issued by a qualified bank other than the bank with the deposits in favor of Putnam County for a term not to exceed 90 days**

with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements; or

- C. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.
- D. A pledge of a pro rata portion of a pool of eligible securities, having in the aggregate a market value at least equal to the aggregate amount of deposits from all such officers within New York State at the bank or trust company.
- E. An "irrevocable letter of credit" issued in favor of Putnam County by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any.

#### Section 5.

Section 41-7 of the Putnam County Code is hereby amended to read as follows:

#### § 41-7 Safekeeping and collateralization.

- A. Eligible securities used for collateralizing deposits, made by the Finance Officer of Putnam County, shall be held by a third-party bank or trust company (for purposes of this policy, a trust company is deemed to be a third-party if it is a separately chartered corporation than a bank) subject to security and custodial agreements approved by the County Attorney.
- B. The security agreement shall provide that the eligible securities are being pledged to secure Putnam County deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default.
- C. The custodial agreement shall include all provisions necessary to provide Putnam County a perfected security interest in the securities pledged as collateral and shall provide the following:
  - (1) The securities held by the authorized bank or trust company as agent of and custodian for Putnam County will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the security for any other deposit or other liabilities.
  - (2) The custodian shall confirm the receipt, substitution or release of the securities held on behalf of Putnam County.

- (3) The frequency of revaluation of eligible securities and the substitution of collateral when a change in the rating of a security may cause ineligibility must be provided.
- (4) The types of collateral used to secure County deposits must be in accordance with the most current legislation authorizing various types of collateral and approved by the County.
- (5) The County requires a margin of maintenance of 102% of the uninsured portion of deposits collateralized.
- (6) The County prefers written consent from the Commissioner of Finance (but will accept a telephone call and subsequent confirmation by the Commissioner of Finance) for the release and substitution of securities affecting the County's custodial account.
- (7) The County requires the banking depository to provide blank assignment forms of the pledged collateral to the custodial bank in the event that the depository bank defaults.
- (8) The County requires a monthly (quarterly if approved by the Commissioner of Finance) update on third party collateral security (end of month statement).
- (9) The County requires that there be no subcustodian.

#### Section 6.

Section 41-8 of the Putnam County Code is hereby amended to read as follows:

#### § 41-8 Permitted investments.

- A. As authorized by General Municipal Law § 11, Putnam County authorizes the Commissioner of Finance to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:
- (1) Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in New York State;
  - (2) Through a deposit placement program, certificates of deposit in one or more "banking institutions," as defined in Banking Law Section 9-r;
  - (3) Obligations of the United States of America;
  - (4) Obligations guaranteed by agencies of the United States of America, where the payment of principal and interest are guaranteed by the United States of America;
  - (5) Obligations of the state: With the approval of the state comptroller, obligations issued pursuant to Local Finance Law Section 24.00 or 25.00 (i.e., Tax Anticipation

Notes and Revenue Anticipation Notes) by any municipality, school district, or district corporation in New York State other than the County of Putnam;

- (6) General obligation bonds and notes of any state other than New York State, provided that such bonds and notes receive the highest rating of at least one independent rating agency designated by the state comptroller;
- (7) Obligations of any corporation organized under the laws of any state in the United States maturing within 270 days, provided that such obligations receive the highest rating of two independent rating services designated by the state comptroller, and that the issuer of such obligations has maintained such ratings on similar obligations during the preceding six months; provided, however, that the issuer of such obligations need not have received such rating during the prior six month period if such issuer has received the highest rating of two independent rating services designated by the state comptroller and is the successor or wholly-owned subsidiary of an issuer that has maintained such ratings on similar obligations during the preceding six month period, or if the issuer is the product of a merger of two or more issuers, one of which has maintained such ratings on similar obligations during the preceding six-month period; provided, however, that no more than \$250,000,000 may be invested in such obligations of any one corporation;
- (8) Bankers' acceptances maturing within 270 days which are eligible for purchase in the open market by federal reserve banks and which have been accepted by a bank or trust company which is organized under the laws of the United States or of any state thereof, and which is a member of the federal reserve system and whose short-term obligations meet the criteria outlined in Subsection A(7) of this section; provided, however, that no more than \$250,000,000 may be invested in such bankers' acceptances of any one bank or trust company;
- (9) Obligations of, or instruments issued by, or fully guaranteed as to principle and interest by, any agency or instrumentality of the United States acting pursuant to a grant of authority from the Congress of the United States, including but not limited to, any federal home loan bank or banks, the Tennessee Valley Authority, the federal national mortgage association, the federal home loan mortgage corporation, and the United States postal service; provided, however, that no more than \$250,000,000 may be invested in such obligations of any one agency;  
or
- (10) No-load money market mutual funds registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, provided that such funds are limited to investments in obligations issued or guaranteed by the United States of America, or in obligations of agencies or instrumentalities of the United States of America, where the payment of principal and interest are guaranteed by the United States of America (including contracts for the sale and repurchase of any such obligations) and are rated in the highest rating category by at least one nationally recognized statistical rating organization; provided, however, that no more than \$250,000,000 may be invested in such funds.

- B. All investment obligations shall be redeemable on respective maturity dates as determined by the Putnam County Commissioner of Finance in order to meet expenditure obligations for purposes for which the moneys were provided.**

**Section 7.**

Section 41-10 of the Putnam County Code is hereby amended to read as follows:

**§ 41-10 Purchase of investments.**

- A. The Commissioner of Finance is authorized to contract for the purchase of investments.**
  - (1) By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller's Opinion No. 88-46, and the specific program has been approved by the Putnam County Legislature.**
  - (2) By utilizing eligible cash management program(s), approved by the Putnam County Legislature in which can be invested a maximum amount of \$75,000,000 in each program.**
- B. All purchased obligations, unless registered or inscribed in the name of Putnam County, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed, in writing, to Putnam County by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law § 10.**
- C. The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, Putnam County, will be kept separate and apart from the general assets of the custodial bank or trust company, and will not in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of securities. Such agreement shall include all provisions necessary to provide Putnam County a perfected interest in the securities.**

**Section 8.**

This Local Law shall take effect immediately.



MICHAEL J. LEWIS  
Commissioner of Finance



cc:all  
A+A

SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

**MEMORANDUM**

To: Joseph Castellano, Chairman Audit & Administration Committee  
From: Michael J. Lewis., Commissioner of Finance  
RE: Investment Policy - Update  
Date: October 21, 2024

2024 OCT 21 AM 11:37  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

Please find enclosed proposed updates to the County's Deposit and Investment Policy (County Code Chapter 41). Adopted in 1993, this periodic update deals specifically with four sections; section 41.3 Delegation of authority, section 41.5 Designation of Official Depositories, 41.6 Collateralization of deposits, and Section 41.10 Purchase of Investments.

Amendments to section 41.3 address the fiduciary responsibility of the financial officer when making such investments on behalf of the County. Amendments to section 41.5 address the changes in the banking industry (such as mergers and acquisitions), as well as the increased amounts of cash available for investment. Amendments to section 41.6 address the collateralization of deposits in accordance with General Municipal Law. Amendments to Section 41.10 specifically identify eligible cash management programs invested in and backed by Government Securities that are designed to maximize County yield emphasizing safety and address the increased amounts of cash available for investment.

**Section 41.5 Designation of Official Depositories: Now to Read.**

**Section 41.10 Section (A) Paragraph (2)** is amended to change the maximum amount of \$50,000,000 to read **the maximum amount of \$75,000,000.**

APPROVAL/LOCAL LAW/AMEND CHAPTER 41/CODE OF PUTNAM COUNTY/  
ENTITLED "DEPOSIT AND INVESTMENT POLICY"

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

**Section 1.**

Section 41-2 of the Putnam County Code is hereby amended to read as follows:

§ 41-2 Objectives.

The primary objectives of the Putnam County's investment activities are, in priority order:

- A. To conform with all applicable federal, state and other legal requirements (legal).
- B. To adequately safeguard principal (safety).
- C. To provide sufficient liquidity to meet all operating requirements (liquidity).
- D. To obtain a reasonable rate of return (yield).

To appropriately meet these objectives, The County will make investment decisions based on categories of cash with which the time horizon is continually calculated using a liquidity analysis of past and anticipated future financial requirements.

**Section 2.**

Section 41-3 of the Putnam County Code is hereby amended to read as follows:

§ 41-3 Delegation of authority and general intent of policy.

- A. Delegation of authority. The administration of the investment program is delegated to the Commissioner of Finance, pursuant to § 4.02(a) of the Putnam County Charter. The Commissioner of Finance shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates and other relevant information, including dates of sale or other dispositions and amounts realized. In addition, the internal control procedures shall describe that responsibilities and levels of authority for key individuals involved in the investment program.
- B. General intent of policy.
  - (1) Prudence.

- (a) All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in Putnam County to govern effectively.
- (b) Investments shall be made with prudence, diligence, skill, judgment and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived. All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

(2) Diversification. It is the policy of Putnam County to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling. The Finance Officer shall establish appropriate limits for the amount of investments which can be made with each financial institution or dealer, and shall evaluate this listing at least annually.

**Section 3.**

Section 41-5 of the Putnam County Code is hereby amended to read as follows:

§ 41-5 Designation of official depositories.

The banks and trust companies authorized for the deposit of monies up to the maximum amounts are:

<b>Depository Name</b>	<b>Maximum Amount</b>
Adirondack Bank	\$75,000,000
Bank of America	\$75,000,000
Bank of Greene County	\$75,000,000
Bank United	\$75,000,000
BankOnBuffalo	\$75,000,000
C&N	\$75,000,000
Canandaigua National Bank	\$75,000,000
Capital One Bank	\$75,000,000
Citizens Bank	\$75,000,000
Community Bank	\$75,000,000
Customers Bank	\$75,000,000
Evans Bank	\$75,000,000
Fairfield County Bank	\$75,000,000

<b>Depository Name</b>	<b>Maximum Amount</b>
Five Star	\$75,000,000
FlagStar Bank	\$75,000,000
Flushing	\$75,000,000
Genesee Regional Bank	\$75,000,000
Glens Falls National Bank and Trust/ Saratoga National Bank and Trust	\$75,000,000
Hanover Community Bank	\$75,000,000
JP Morgan Chase Bank NA	\$75,000,000
Lyons National Bank	\$75,000,000
M&T Bank	\$75,000,000
Metropolitan Bank	\$75,000,000
Modern Bank	\$75,000,000
NBT Bank	\$75,000,000
Pathfinder Bank	\$75,000,000
Pioneer Bank	\$75,000,000
Putnam County National Bank	\$75,000,000
PCSB Commercial Bank subsidiary of PCSB	\$75,000,000
Raymond James Bank	\$75,000,000
RBC	\$75,000,000
Santander Bank	\$75,000,000
Solvay Bank	\$75,000,000
TD Bank	\$75,000,000
Tioga Bank	\$75,000,000
Tompkins Mahopac National Bank	\$75,000,000
Upstate National Bank	\$75,000,000
Valley Bank	\$75,000,000
Wayne Bank	\$75,000,000

**Section 4.**

Section 41-6 of the Putnam County Code is hereby amended to read as follows:

§ 41-6 Collateralizing of deposits.

In accordance with the provisions of General Municipal Law § 10, all deposits of Putnam County, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

- A. By a pledge of eligible securities with an aggregate market value, as provided by General Municipal Law § 10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy;
- B. By an eligible irrevocable letter of credit issued by a qualified bank other than the bank with the deposits in favor of Putnam County for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements; or
- C. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.
- D. A pledge of a pro rata portion of a pool of eligible securities, having in the aggregate a market value at least equal to the aggregate amount of deposits from all such officers within New York State at the bank or trust company.
- E. An "irrevocable letter of credit" issued in favor of Putnam County by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any.

**Section 5.**

Section 41-7 of the Putnam County Code is hereby amended to read as follows:

§ 41-7 Safekeeping and collateralization.

- A. Eligible securities used for collateralizing deposits, made by the Finance Officer of Putnam County, shall be held by a third-party bank or trust company (for purposes of this policy, a trust company is deemed to be a third-party if it is a separately chartered corporation than a bank) subject to security and custodial agreements approved by the County Attorney.
- B. The security agreement shall provide that the eligible securities are being pledged to secure Putnam County deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default.
- C. The custodial agreement shall include all provisions necessary to provide Putnam County a perfected security interest in the securities pledged as collateral and shall provide the following:

- (1) The securities held by the authorized bank or trust company as agent of and custodian for Putnam County will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the security for any other deposit or other liabilities.
- (2) The custodian shall confirm the receipt, substitution or release of the securities held on behalf of Putnam County.
- (3) The frequency of revaluation of eligible securities and the substitution of collateral when a change in the rating of a security may cause ineligibility must be provided.
- (4) The types of collateral used to secure County deposits must be in accordance with the most current legislation authorizing various types of collateral and approved by the County.
- (5) The County requires a margin of maintenance of 102% of the uninsured portion of deposits collateralized.
- (6) The County prefers written consent from the Commissioner of Finance (but will accept a telephone call and subsequent confirmation by the Commissioner of Finance) for the release and substitution of securities affecting the County's custodial account.
- (7) The County requires the banking depository to provide blank assignment forms of the pledged collateral to the custodial bank in the event that the depository bank defaults.
- (8) The County requires a monthly (quarterly if approved by the Commissioner of Finance) update on third party collateral security (end of month statement).
- (9) The County requires that there be no subcustodian.

**Section 6.**

Section 41-8 of the Putnam County Code is hereby amended to read as follows:

§ 41-8 Permitted investments.

A. As authorized by General Municipal Law § 11, Putnam County authorizes the Commissioner of Finance to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- (1) Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in New York State;

- (2) Through a deposit placement program, certificates of deposit in one or more "banking institutions," as defined in Banking Law Section 9-r;
- (3) Obligations of the United States of America;
- (4) Obligations guaranteed by agencies of the United States of America, where the payment of principal and interest are guaranteed by the United States of America;
- (5) Obligations of the state: With the approval of the state comptroller, obligations issued pursuant to Local Finance Law Section 24.00 or 25.00 (i.e., Tax Anticipation Notes and Revenue Anticipation Notes) by any municipality, school district, or district corporation in New York State other than the County of Putnam;
- (6) General obligation bonds and notes of any state other than New York State, provided that such bonds and notes receive the highest rating of at least one independent rating agency designated by the state comptroller;
- (7) Obligations of any corporation organized under the laws of any state in the United States maturing within 270 days, provided that such obligations receive the highest rating of two independent rating services designated by the state comptroller, and that the issuer of such obligations has maintained such ratings on similar obligations during the preceding six months; provided, however, that the issuer of such obligations need not have received such rating during the prior six month period if such issuer has received the highest rating of two independent rating services designated by the state comptroller and is the successor or wholly-owned subsidiary of an issuer that has maintained such ratings on similar obligations during the preceding six month period, or if the issuer is the product of a merger of two or more issuers, one of which has maintained such ratings on similar obligations during the preceding six-month period; provided, however, that no more than \$250,000,000 may be invested in such obligations of any one corporation;
- (8) Bankers' acceptances maturing within 270 days which are eligible for purchase in the open market by federal reserve banks and which have been accepted by a bank or trust company which is organized under the laws of the United States or of any state thereof, and which is a member of the federal reserve system and whose short-term obligations meet the criteria outlined in Subsection A(7) of this section; provided, however, that no more than \$250,000,000 may be invested in such bankers' acceptances of any one bank or trust company;
- (9) Obligations of, or instruments issued by, or fully guaranteed as to principle and interest by, any agency or instrumentality of the United States acting pursuant to a grant of authority from the Congress of the United States, including but not limited to, any federal home loan bank or banks, the Tennessee Valley Authority, the federal national mortgage association, the federal home loan mortgage corporation, and the United States postal service; provided, however, that no more than \$250,000,000 may be invested in such obligations of any one agency; or

(10) No-load money market mutual funds registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, provided that such funds are limited to investments in obligations issued or guaranteed by the United States of America, or in obligations of agencies or instrumentalities of the United States of America, where the payment of principal and interest are guaranteed by the United States of America (including contracts for the sale and repurchase of any such obligations) and are rated in the highest rating category by at least one nationally recognized statistical rating organization; provided, however, that no more than \$250,000,000 may be invested in such funds.

B. All investment obligations shall be redeemable on respective maturity dates as determined by the Putnam County Commissioner of Finance in order to meet expenditure obligations for purposes for which the moneys were provided.

### **Section 7.**

Section 41-10 of the Putnam County Code is hereby amended to read as follows:

§ 41-10 Purchase of investments.

A. The Commissioner of Finance is authorized to contract for the purchase of investments.

(1) By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller's Opinion No. 88-46, and the specific program has been approved by the Putnam County Legislature.

(2) By utilizing eligible cash management program(s), approved by the Putnam County Legislature in which can be invested a maximum amount of \$75,000,000 in each program.

B. All purchased obligations, unless registered or inscribed in the name of Putnam County, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed, in writing, to Putnam County by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law § 10.

C. The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, Putnam County, will be kept separate and apart from the general assets of the custodial bank or trust company, and will not in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of securities.



Such agreement shall include all provisions necessary to provide Putnam County a perfected interest in the securities.

**Section 8.**

This Local Law shall take effect immediately.

APPROVAL/LOCAL LAW/AMEND CHAPTER 41/CODE OF PUTNAM COUNTY/  
ENTITLED "DEPOSIT AND INVESTMENT POLICY"

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

**Section 1.**

Section 41-2 of the Putnam County Code is hereby amended to read as follows:

§ 41-2 Objectives.

The primary objectives of the Putnam County's investment activities are, in priority order:

- A. To conform with all applicable federal, state and other legal requirements (legal).
- B. To adequately safeguard principal (safety).
- C. To provide sufficient liquidity to meet all operating requirements (liquidity).
- D. To obtain a reasonable rate of return (yield).

To appropriately meet these objectives, The County will make investment decisions based on categories of cash with which the time horizon is continually calculated using a liquidity analysis of past and anticipated future financial requirements.

**Section 2.**

Section 41-3 of the Putnam County Code is hereby amended to read as follows:

§ 41-3 Delegation of authority and general intent of policy.

A. Delegation of authority. The administration of the investment program is delegated to the Commissioner of Finance, pursuant to § 4.02(a) of the Putnam County Charter. The Commissioner of Finance shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates and other relevant information, including dates of sale or other dispositions and amounts realized. In addition, the internal control procedures shall describe that responsibilities and levels of authority for key individuals involved in the investment program, and regulate the activities of subordinate employees.

B. General intent of policy.

(1) Prudence.

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(a) All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in Putnam County to govern effectively.

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(b) Investments shall be made with prudence, diligence, skill, judgment and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived. All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

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(2) Diversification. It is the policy of Putnam County to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling. The Finance Officer shall establish appropriate limits for the amount of investments which can be made with each financial institution or dealer, and shall evaluate this listing at least annually.

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### Section 3.

Section 41-5 of the Putnam County Code is hereby amended to read as follows:

§ 41-5 Designation of official depositories.

The banks and trust companies authorized for the deposit of monies up to the maximum amounts are:

Depository Name	Maximum Amount
<u>Adirondack Bank</u>	<u>\$75,000,000</u>
<u>Bank of America</u>	<u>\$75,000,000</u>
<u>Bank of Greene County</u>	<u>\$75,000,000</u>
<u>Bank United</u>	<u>\$75,000,000</u>
<u>BankOnBuffalo</u>	<u>\$75,000,000</u>
<u>C&amp;N</u>	<u>\$75,000,000</u>
<u>Canandaigua National Bank</u>	<u>\$75,000,000</u>
<u>Capital One Bank</u>	<u>\$75,000,000</u>
<u>Citizens Bank</u>	<u>\$75,000,000</u>
<u>Community Bank</u>	<u>\$75,000,000</u>
<u>Customers Bank</u>	<u>\$75,000,000</u>
<u>Evans Bank</u>	<u>\$75,000,000</u>
<u>Fairfield County Bank</u>	<u>\$75,000,000</u>

<b>Depository Name</b>	<b>Maximum Amount</b>
<u>Five Star</u>	\$75,000,000
<u>FlagStar Bank</u>	\$75,000,000
<u>Flushing</u>	\$75,000,000
<u>Genesee Regional Bank</u>	\$75,000,000
<u>Glens Falls National Bank and Trust/ Saratoga National Bank and Trust</u>	\$75,000,000
<u>Hanover Community Bank</u>	\$75,000,000
JP Morgan Chase Bank NA	\$4075,000,000
<u>Key Bank</u>	\$40,000,000
<u>Lyons National Bank</u>	\$75,000,000
M&T Bank	\$4075,000,000
<u>Metropolitan Bank</u>	\$75,000,000
<u>Modern Bank</u>	\$75,000,000
<u>NBT Bank</u>	\$75,000,000
<u>Pathfinder Bank</u>	\$75,000,000
<u>Pioneer Bank</u>	\$75,000,000
Putnam County National Bank	\$2075,000,000
PCSB Commercial Bank subsidiary of PCSB	\$3075,000,000
<u>Raymond James Bank</u>	\$75,000,000
<u>RBC</u>	\$75,000,000
<u>Santander Bank</u>	\$75,000,000
<u>Solvay Bank</u>	\$75,000,000
TD Bank	\$4075,000,000
<u>Tioga Bank</u>	\$75,000,000
Tompkins Mahopac National Bank	\$3075,000,000
<u>Upstate National Bank</u>	\$75,000,000
<u>Valley Bank</u>	\$75,000,000
<u>Wayne Bank</u>	\$75,000,000
<u>Webster</u>	\$40,000,000

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**Section 4.**

Section 41-6 of the Putnam County Code is hereby amended to read as follows:

§ 41-6 Collateralizing of deposits.

In accordance with the provisions of General Municipal Law § 10, all deposits of Putnam

County, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

- A. By a pledge of eligible securities with an aggregate market value, as provided by General Municipal Law § 10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy;
- B. By an eligible irrevocable letter of credit issued by a qualified bank other than the bank with the deposits in favor of Putnam County for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements; or
- C. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

D. A pledge of a pro rata portion of a pool of eligible securities, having in the aggregate a market value at least equal to the aggregate amount of deposits from all such officers within New York State at the bank or trust company.

E. An "irrevocable letter of credit" issued in favor of Putnam County by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any.

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#### **Section 5.**

Section 41-7 of the Putnam County Code is hereby amended to read as follows:

§ 41-7 Safekeeping and collateralization.

- A. Eligible securities used for collateralizing deposits, made by the Finance Officer of Putnam County, shall be held by a third-party bank or trust company (for purposes of this policy, a trust company is deemed to be a third-party if it is a separately chartered corporation than a bank) subject to security and custodial agreements approved by the County Attorney.
- B. The security agreement shall provide that the eligible securities are being pledged to secure Putnam County deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default.

C. The custodial agreement shall include all provisions necessary to provide Putnam County a perfected security interest in the securities pledged as collateral and shall provide the following:

- (1) The securities held by the authorized bank or trust company as agent of and custodian for Putnam County will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the security for any other deposit or other liabilities.
- (2) The custodian shall confirm the receipt, substitution or release of the securities held on behalf of Putnam County.
- (3) The frequency of revaluation of eligible securities and the substitution of collateral when a change in the rating of a security may cause ineligibility must be provided.
- (4) The types of collateral used to secure County deposits must be in accordance with the most current legislation authorizing various types of collateral and approved by the County.
- (5) The County requires a margin of maintenance of 102% of the uninsured portion of deposits collateralized.
- (6) The County prefers written consent from the Commissioner of Finance (but will accept a telephone call and subsequent confirmation by the Commissioner of Finance) for the release and substitution of securities affecting the County's custodial account.
- (7) The County requires the banking depository to provide blank assignment forms of the pledged collateral to the custodial bank in the event that the depository bank defaults.
- (8) The County requires a monthly (quarterly if approved by the Commissioner of Finance) update on third party collateral security (end of month statement).
- (9) The County requires that there be no subcustodian.

**Section 6.**

Section 41-8 of the Putnam County Code is hereby amended to read as follows:

§ 41-8 Permitted investments.

- A. As authorized by ~~General~~ Municipal Law § 11, Putnam County authorizes the Commissioner of Finance to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- (1) Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in New York State;
- (2) Through a deposit placement program, certificates of deposit in one or more "banking institutions," as defined in Banking Law Section 9-r;
- (3) Obligations of the United States of America;
- (4) Obligations guaranteed by agencies of the United States of America, where the payment of principal and interest are guaranteed by the United States of America;
- (5) Obligations of the state: With the approval of the state comptroller, obligations issued pursuant to Local Finance Law Section 24.00 or 25.00 (i.e., Tax Anticipation Notes and Revenue Anticipation Notes) by any municipality, school district, or district corporation in New York State other than the County of Putnam;
- (6) General obligation bonds and notes of any state other than New York State, provided that such bonds and notes receive the highest rating of at least one independent rating agency designated by the state comptroller;
- (7) Obligations of any corporation organized under the laws of any state in the United States maturing within 270 days, provided that such obligations receive the highest rating of two independent rating services designated by the state comptroller, and that the issuer of such obligations has maintained such ratings on similar obligations during the preceding six months; provided, however, that the issuer of such obligations need not have received such rating during the prior six month period if such issuer has received the highest rating of two independent rating services designated by the state comptroller and is the successor or wholly-owned subsidiary of an issuer that has maintained such ratings on similar obligations during the preceding six month period, or if the issuer is the product of a merger of two or more issuers, one of which has maintained such ratings on similar obligations during the preceding six-month period; provided, however, that no more than \$250,000,000 may be invested in such obligations of any one corporation;
- (8) Bankers' acceptances maturing within 270 days which are eligible for purchase in the open market by federal reserve banks and which have been accepted by a bank or trust company which is organized under the laws of the United States or of any state thereof, and which is a member of the federal reserve system and whose short-term obligations meet the criteria outlined in Subsection A(7) of this section; provided, however, that no more than \$250,000,000 may be invested in such bankers' acceptances of any one bank or trust company;
- (9) Obligations of, or instruments issued by, or fully guaranteed as to principle and interest by, any agency or instrumentality of the United States acting pursuant to a grant of authority from the Congress of the United States, including but not limited to, any federal home loan bank or banks, the Tennessee Valley Authority, the federal national mortgage association, the federal home loan mortgage corporation, and the United States postal

service; provided, however, that no more than \$250,000,000 may be invested in such obligations of any one agency; or

- (10) No-load money market mutual funds registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, provided that such funds are limited to investments in obligations issued or guaranteed by the United States of America, or in obligations of agencies or instrumentalities of the United States of America, where the payment of principal and interest are guaranteed by the United States of America (including contracts for the sale and repurchase of any such obligations) and are rated in the highest rating category by at least one nationally recognized statistical rating organization; provided, however, that no more than \$250,000,000 may be invested in such funds.

- B. All investment obligations shall be redeemable on respective maturity dates as determined by the Putnam County Commissioner of Finance in order to meet expenditure obligations for purposes for which the moneys were provided.

#### Section 7.

Section 41-10 of the Putnam County Code is hereby amended to read as follows:

§ 41-10 Purchase of investments.

- A. The Commissioner of Finance is authorized to contract for the purchase of investments.

(1) By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller's Opinion No. 88-46, and the specific program has been approved by the Putnam County Legislature.

(2) By utilizing eligible cash management program(s), approved by the Putnam County Legislature in which can be invested a maximum amount of ~~\$5075,000,000~~ **Approved Cash Management programs include: in each program.**

~~(a) New York Liquid Asset Fund (NYLAF) — PMA Financial Network, LLC.~~

~~(b) NYCLASS (New York Cooperative Liquid Assets Security System).~~

~~(c) J.P. Morgan Securities LLC.~~

~~(d) NY Muni Trust.~~

- B. All purchased obligations, unless registered or inscribed in the name of Putnam County, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or



trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed, in writing, to Putnam County by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law § 10.

- C. The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, Putnam County, will be kept separate and apart from the general assets of the custodial bank or trust company, and will not in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of securities. Such agreement shall include all provisions necessary to provide Putnam County a perfected interest in the securities.

**Section 8.**

This Local Law shall take effect immediately.

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Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL - DESIGNATION - COUNTY OF PUTNAM - TOURIST PROMOTION AGENCY**

**WHEREAS, pursuant to Sections 162 and 163 of the New York State Economic Development Law, the Putnam County Legislature may designate any not-for-profit corporation or other non-profit organizations, associations, or agencies as the Tourist Promotion Agency of the County of Putnam and authorize such agency to make application for and receive grants for the purposes specified in the New York State Tourism Promotion Act; and**

**WHEREAS, the County of Putnam previously designated itself as the Tourist Promotion Agency for Putnam County; and**

**WHEREAS, the County of Putnam has established a Department of Tourism and appointed a Director of Tourism for the purposes of promoting tourism throughout Putnam County; and**

**WHEREAS, as the lead agency in the promoting of Putnam County, the County of Putnam is qualified to be designated as the Tourist Promotion Agency for Putnam County; now therefore be it**

**RESOLVED, that the Putnam County Legislature hereby designates the County of Putnam as the Tourist Promotion Agency for the County of Putnam; and be it further**

**RESOLVED, that this designation shall be effective immediately upon adoption and shall remain in effect until December 31, 2025; and be it further**

**RESOLVED, that the Putnam County Legislature approves and authorizes the Tourist Promotion Agency to make applications for and receive grants for the purpose specified in the New York State Tourism Promotion Act.**

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

**Diane Schonfeld**

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**From:** Tara Keegan  
**Sent:** Wednesday, October 2, 2024 5:06 PM  
**To:** Diane Schonfeld  
**Cc:** Edward Gordon; Tracey Walsh  
**Subject:** RE: Reminder Notice: 2024 Tourism Matching Funds- Resolutions

**Importance:** High

Good Afternoon Diane,

As discussed, I need the yearly resolution passed for the Tourism Department for the I Love NY grant process as soon as possible.  
It is a time sensitive matter.

The only change to the resolution language is the effect until date.

I would like to request that the resolution to be presented at the upcoming Audit Meeting on Monday, October 28<sup>th</sup>, if possible.

If you have any questions, please do not hesitate to contact me.

Thank you and have a nice day:

Sincerely,

*Tara Keegan*



**Tara Keegan**

Director • Putnam County Tourism

**PHONE | 845.808.1015 Ext. 49394 • WEBSITE | [visitputnam.org](http://visitputnam.org)**

PUTNAM COUNTY GOVERNMENT NEW YORK

**"Empowering Putnam County through dedicated service."**

**#DiscoverPutnam**

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# 6 ee

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL - AUTHORIZATION TO EXECUTE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) URBAN MASTER AGREEMENT - SUPPLEMENTS FOR TRANSPORTATION RELATED PROJECTS**

WHEREAS, pursuant to New York State Finance Law Section 89-c, the Dedicated Mass Transportation Trust Fund (the "DMTTF") was established following appropriation by the State Legislature monies to be utilized for the design, construction, reconstruction, replacement, purchase, modernization, improvement, reconditioning, preservation and maintenance of mass transit facilities, vehicles and rolling stock; and

WHEREAS, pursuant to appropriation or re-appropriation from the DMTTF, the State Legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by, among others, municipalities; and

WHEREAS, pursuant to Resolutions #193 of 2021, #265 of 2023 and #266 of 2023, the County Legislature approved, among other things, the award of certain grant funds from New York State pertaining to Putnam County (the "County") projects, including, without limitation, Maybrook Bikeway II Phase A, and authorized the County Executive to execute supplemental grant agreements to Mass Transportation Capital Project Agreement (Contract No. K007017); and

WHEREAS, pursuant to Resolutions #59 of 2020, #302 of 2021, #277 of 2022, #192 of 2023, the County Legislature approved the County's proposed rehabilitation of the County Transit Facility Projects which included other capital improvements to the Transit Facility and authorized the County to accept funds allocated to it by New York State, by and through the Modernization Enhancement Program, and authorized the County Executive to execute a Mass Transportation Capital Project Agreement pertaining to the aforesaid rehabilitation of Putnam County Transit Facility Project and Transit Vehicles Purchase; and

WHEREAS, the County's aforesaid Projects, including Project Administration costs, qualify for funding pursuant to the foregoing appropriations or re-appropriations by the DMTTF, the programmatic criteria and guidelines therefor, with the approval of the Commissioner of the New York State Department of Transportation in a program of mass transportation capital projects; now therefore be it

RESOLVED, that the Putnam County Legislature hereby authorizes the County to pay in the first instance 100% of the Federal and non-Federal shares of the costs associated with the aforesaid Projects, including Project Administration costs; and be it further

RESOLVED, that the County Executive, together with the County Legislature, supports the County's Projects as aforesaid and the County Executive is hereby authorized to execute Attachment 1 to Urban Master Grant Agreement (Contract No. K007559), annexed hereto and made a part hereof; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

cc:all  
ATA

**APPROVAL/AUTHORIZATION TO EXECUTE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) URBAN MASTER AGREEMENT/SUPPLEMENTS FOR TRANSPORTATION RELATED PROJECTS**

WHEREAS, pursuant to New York State Finance Law Section 89-c, the Dedicated Mass Transportation Trust Fund (the "DMTTF") was established following appropriation by the State Legislature monies to be utilized for the design, construction, reconstruction, replacement, purchase, modernization, improvement, reconditioning, preservation and maintenance of mass transit facilities, vehicles and rolling stock; and

WHEREAS, pursuant to appropriation or re-appropriation from the DMTTF, the State Legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by, among others, municipalities; and

WHEREAS, pursuant to Resolutions #193 of 2021, #265 of 2023 and #266 of 2023, the County Legislature approved, among other things, the award of certain grant funds from New York State pertaining to Putnam County (the "County") projects, including, without limitation, Maybrook Bikeway II Phase A, and authorized the County Executive to execute supplemental grant agreements to Mass Transportation Capital Project Agreement (Contract No. K007017); and

WHEREAS, pursuant to Resolutions #59 of 2020, #302 of 2021, #277 of 2022, #192 of 2023, the County Legislature approved the County's proposed rehabilitation of the County Transit Facility Projects which included other capital improvements to the Transit Facility and authorized the County to accept funds allocated to it by New York State, by and through the Modernization Enhancement Program, and authorized the County Executive to execute a Mass Transportation Capital Project Agreement pertaining to the aforesaid rehabilitation of Putnam County Transit Facility Project and Transit Vehicles Purchase; and

WHEREAS, the County's aforesaid Projects, including Project Administration costs, qualify for funding pursuant to the foregoing appropriations or re-appropriations by the DMTTF, the programmatic criteria and guidelines therefor, with the approval of the Commissioner of the New York State Department of Transportation in a program of mass transportation capital projects; now therefore be it

RESOLVED, that the Putnam County Legislature hereby authorizes the County to pay in the first instance 100% of the Federal and non-Federal shares of the costs associated with the aforesaid Projects, including Project Administration costs; and be it further

RESOLVED, that the County Executive, together with the County Legislature, supports the County's Projects as aforesaid and the County Executive is hereby authorized to execute Attachment 1 to Urban Master Grant Agreement (Contract No. K007559), annexed hereto and made a part hereof; and be it further

RESOLVED, that this Resolution shall take effect immediately.

2024 OCT 23 AM 11:27  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL NY

**Diane Schonfeld**

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**From:** Michele Alfano-Sharkey  
**Sent:** Tuesday, October 22, 2024 4:53 PM  
**To:** Diane Schonfeld  
**Subject:** FW: Resolution for Audit  
**Attachments:** K007559\_Putnam\_Urban Master Mass Transit Capital Project Agreement\_FINAL\_101124.pdf; Reso-NYSDOT Mass Transp Cap Projects K007559-Oct 2024.docx

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**From:** Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>  
**Sent:** Tuesday, October 22, 2024 1:00 PM  
**To:** Jennifer Nygard <Jennifer.Nygard@putnamcountyny.gov>; Compton Spain <Compton.Spain@putnamcountyny.gov>  
**Cc:** Carrie DeMarchi <Carrie.DeMarchi@putnamcountyny.gov>; Jennifer Caruso <jennifer.caruso@putnamcountyny.gov>; Michael Lewis <Michael.Lewis@putnamcountyny.gov>; Michele Alfano-Sharkey <Michele.Alfano-Sharkey@putnamcountyny.gov>  
**Subject:** Resolution for Audit

Good Afternoon,

Can you please assign an attorney to review the attached resolution? It will be going to the Legislature for consideration at next Monday's Audit subcommittee meeting.

Thank you,  
Barbara

*10/23/24 - Per Barbara, Conrad in the Law Dept. approved the resolution.*



**Barbara Barosa, AICP**

Commissioner • Department of Planning, Development & Public Transportation •

PHONE | 845.878-3480 • WEBSITE | [PUTNAMCOUNTYNY.COM](http://PUTNAMCOUNTYNY.COM)

PUTNAM COUNTY NEW YORK GOVERNMENT

"Empowering Putnam County through dedicated service."

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**MASS TRANSPORTATION CAPITAL PROJECT AGREEMENT**

COMPTROLLER'S CONTRACT NO. **K007559**

Contract Period: **4/1/2023 – 3/31/2028**

This Agreement is made by and between the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State"),  
and the  
**Putnam County** (the Grantee) with its offices at  
**40 Gleneida Avenue, Carmel, New York 10512-1705**

This agreement identifies the party responsible for administration, and establishes the method or provision for funding, of applicable phases of mass transportation capital project(s) to support public transportation systems, as more fully described by Schedule A annexed to this agreement, or one or more duly executed and approved Supplemental Schedules A to this agreement. The amount of NYSDOT's grant pursuant to this agreement shall be limited to reimbursement of Project Eligible Costs actually incurred, in no event to exceed **\$2,025,561** (the "Grant")

WITNESSETH:

WHEREAS, the following appropriation by the legislature moneys therein shall be utilized for the design, construction, reconstruction, replacement, purchase, modernization, improvement, reconditioning, preservation and maintenance of mass transit facilities, vehicles and rolling stock; and

WHEREAS, pursuant to appropriation or reappropriation the legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by Grantees, regional public transportation authorities, and mass transit systems;

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Grantee are desirous of progressing the Project(s);

WHEREAS, the Grantee by duly adopted Resolution approved the Project(s), the Grantee's entry into this Agreement and authorized the appropriate official of the Grantee to execute this Agreement and the applicable Schedule A on behalf of the Grantee (a copy of such Resolution is attached hereto and made a part of this Agreement);

*Check if your municipality has received a Pro-Housing Community Program Certification from the Division of Housing and Community Renewal :*

WHEREAS, pursuant to Executive Order 30 NYSDOT must give priority among for funding to those applications made by Certified Localities and further prioritize among Certified Localities based upon their tier of Pro-House Community Program Certification; and

*Check if State-administered Federal Aid (§5311) is applicable :*

WHEREAS, pursuant to Highway Law §80(1) NYSDOT may, in accordance with State appropriations therefore, use federal aid for the purchase of buses or any other passenger equipment, the construction of exclusive or preferential bus passenger loading areas and facilities (including shelters) and for any mass transit purpose as is allowed by federal law respecting such funds; and

WHEREAS, the State has appropriated or reappropriated federal aid monies for the Project(s)

Check if Rebuild and Renew New York Transportation Bond Act of 2005 is applicable :

WHEREAS, Article 22 of the Transportation Law authorizes the NYSDOT Commissioner to implement the Rebuild and Renew New York Transportation Bond Act of 2005 which funds the Transit Clean Fuel Vehicle Initiative; and

WHEREAS, pursuant to appropriation or reappropriation from the Rebuild and Renew New York Transportation Bond Act of 2005, the legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by municipalities and mass transit systems; and

WHEREAS, the Sponsor attests that the Project has a useful service life of at least 10 years, and

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement Form - this document titled "Mass Transportation Capital Project Agreement";
- Schedule A - Project(s) Description, Funding and Development Schedule;
- Exhibit A - Work Requirements
- Exhibit B - Grantee Record Keeping Guidelines
- Exhibit C (if applicable) - FTA Circular C 4220.1F - Third Party Contracting (included by reference)
- Appendix A - Standard Clauses for All New York State Contracts
- Appendix A-1 Supplemental Title VI Provisions (Civil Rights Act)
- Appendix B - U.S. Government (FTA) Required Clauses
- Grantee Resolution (if applicable) - duly adopted grantee resolution(s) authorizing the appropriate official of the Grantee to execute this Agreement on behalf of the Grantee and appropriating or otherwise providing the funding required therefor.
- If Pro-Housing Community Program Certification is applicable, as designated on page 1, then the Division of Housing and Community Renewal certification, documentation and requirements are incorporated by reference.
- If State-Administered Federal Aid (§5311) is applicable, as designated on page 1, then the Federal §5311 Capital Project Application, approved by NYSDOT, and respective Federal Eligibility Requirements, are incorporated by reference.
- If "Rebuild and Renew New York Transportation Bond Act of 2005" is applicable, as designated on page 2, then the final approved Bond Application and State

Requirements are incorporated by reference.

2. *Work, Maintenance and Operation.* Grantee shall render all services and furnish all materials and equipment necessary to complete the Project described in Schedule A, and shall fund all costs attendant such completion. Grantee shall perform its work in accordance with the Work Requirements set forth in Exhibit A annexed hereto. Upon Project completion, Grantee will operate and maintain the Project at no expense to NYSDOT and, during the useful life of the Project according to federal guidelines, Grantee shall not discontinue operation, or dispose of the Project without the prior written approval of NYSDOT.

3. *State-Aid.* NYSDOT will reimburse the State-Aid portion described in Schedule A in the manner described below.

3.1.1 *State Aid-Eligible Costs.* State Aid-Eligible Project costs include costs of design, engineering, acquisition, demolition, construction, repair, reconstruction, renovation, equipment and other directly related Project costs identified for such State aid in Schedule A hereof.

3.1.2 *Participating Items.* NYSDOT shall apply state funds only for that work and those items that are eligible for State participation under the State Finance Law §89-c. Included among the participating items are the actual cost of Grantee employee personal services, leave and fringe benefit additives directly related to performing the project Other participating costs include fees to consultants and professionals retained by the Grantee for planning, designing, managing, and performing the Project.

3.1.3 *Periodic Reimbursement.* Except where the Grantee proceeds or has proceeded without an agreement with NYSDOT, if the Grantee finds it desirable to have reimbursement made periodically, upon the request and certification therefor by the Grantee, NYSDOT may make progress payments based on billings prepared and submitted by the Grantee in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project, with adjustments to be made after audit by NYSDOT or FTA. The



Grantee must certify as part of each grantee payment request that the payment requested does not duplicate reimbursement of costs and services received from other sources or previous payment requests. These payments shall be made as moneys become available therefor.

3.2 *State Administered Federal Aid Eligible Project Costs.* Where the State administers Federal aid to the Grantee as set forth in Schedule A, or one or more supplemental Schedules A, consistent with the provisions of FTA Circular 9040.1G and State policy governing the administration of the FTA Section 5311 Program, eligible reimbursable Federal share of eligible facilities and equipment shall not exceed 80% of the net project cost, except for bicycle facilities projects and facility construction or rehabilitation required to comply with the Americans with Disability Act of 1990 or the Clean Air Act, which may have up to a 90 percent Federal share. For work performed by or through the Grantee, NYSDOT will reimburse federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

3.3 *Debt Service.* Federal aid or State aid funds shall **not** be used to pay for interest, issuance costs or reserves in connection with the issuance of debt to fund the Project, but may repay principal indebtedness incurred to fund Eligible Project costs, which debt shall then be retired, redeemed or deceased in the amount of such repayment(s) by the issuer thereof.

3.4 In no event shall this Agreement create any obligation to the Grantee for funding or reimbursement of any amount in excess of the amount stated in Schedule A or duly executed Supplemental Schedules A for the State Share and any applicable Federal aid funded under this Agreement (Schedule A may show State, local or other funds required for the project that are not funded under this Agreement, and are otherwise the responsibility of the Grantee to provide to the Project).

3.5 All items included by the Grantee in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT (See **EXHIBIT B**) and the FTA. Such items shall be subject to audit by the State and the FTA.

3.6 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect, such payment the reimbursement to the Grantee provided for in 3 may be reduced by NYSDOT by the amounts thereof.

4. *Supplemental Agreement or Supplemental Schedules.* Supplemental Agreements or Supplemental Schedules under a NYSDOT Supplemental Cover Agreement may be entered by the parties, and must be approved in the manner required for a State contract. Supplemental Schedule shall be defined as "a schedule that increases the maximum amount of the Agreement stated on Page 1", and must be approved in the manner required for a State contract. Any attachment(s) to Schedule A shall be

defined as "fund allocation not in excess of the maximum amount for the Agreement stated on Page 1." An Attachment to Schedule A is not subject to the approval in the manner required for a State contract.

5. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Grantee any moneys paid to the Grantee pursuant to this Agreement which are subsequently determined to be ineligible for State Aid or applicable Federal Aid hereunder.

6. *Failure to Diligently Progress Project or Loss of State or Federal Participation.* If NYSDOT determines that the Grantee has failed to diligently progress the project, or in the event the Grantee withdraws its approval of the project, or the Grantee suspends or delays work on the Project such that it can not be reasonably completed, or takes other action that results in the loss of state participation and/or federal participation, including the loss of State administration of Federal aid to the Grantee, for the costs incurred pursuant to this agreement, the Grantee shall refund to the State all reimbursements received from or through the State. The State may offset any other State aid due to the Grantee by such amount and apply such offset to such repayment obligation of the Grantee.

7. *Grantee Liability.*

7.1 If the Grantee performs work under this agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Grantee, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Grantee specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

7.2 The Grantee shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Grantee by its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the Grantee's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8. *Project Maintenance and Operation: No Charter or Exclusive School Bus Use.* Upon Project completion the **Grantee** shall provide for the maintenance and operation of the Project facilities and equipment for the purpose of providing safe and efficient public transportation, and such operation and maintenance shall not be terminated without prior written authorization from **NYSDOT**. Project equipment shall not be used in charter bus service in competition with private bus operators or for exclusive school bus use, except as provided by **NYSDOT** and/or FTA rules and regulations.

8.1 Disposition or Encumbrance of Project. Grantee will not dispose of or encumber the Project or cause the Project to be withdrawn from mass transportation service during its useful life, as defined in Schedule A, without the prior approval of NYSDOT, which approval is reserved for the purposes of assuring compliance with: NYSDOT or Grantee assurances or certifications to the FTA in connection with any FTA funding of the Project(s) made hereunder; and/or Project restrictions that may apply should the State funding of this agreement be made from the proceeds of debt obligations. For any State administered Project with FTA funding, any such NYSDOT approved disposition shall be consistent with Federal Law and FTA rules, regulations, circulars and guidance relating to disposition or encumbrance of Federally-funded projects. For any agreement, or portion of any agreement, funded with appropriations which are based solely on matching Federal transportation funding, NYSDOT will approve such disposition or encumbrance consistent with the actions taken by the FTA and/or Federal Highway Administration. For any project funded solely with State funds, NYSDOT actions regarding disposition or encumbrance shall be consistent with State laws, regulations and procedures.

9. *Independent Contractor.* The officers and employees of the Grantee, in accordance with the status of the Grantee as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

10. *Contract Executory.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purposes hereof.

11. *Assignment or Other Disposition of Agreement.* The Grantee agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

12. *Term of Agreement.* As to the Project and phase(s) described in Schedule(s) A executed herewith, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect as to the Project and phase(s) established in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall remain in effect for the contract period as first written above so long as the State aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or

availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefore are eventually enacted.

13. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Grantee assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this agreement.

14. *Ethics Considerations.* In addition to Grantee's conforming with the any applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the grant made hereunder, no member of Grantee's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the grant unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Grantee shall disclose such relationship to NYSDOT and shall obtain prior written approval therefor from NYSDOT.

15. *NYSDOT Performance Review.* The Commissioner may review the Grantee's performance of this agreement in such manner and at such times as the Commissioner shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Grantee. Grantee shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Grantee's performance of the Project, its use and operation.

16. *Notice of Governmental Audit.* Grantee shall notify NYSDOT of any audit by any governmental agency of any projects, operations or reports of Grantee within five (5) days of receiving information relating thereto.

17. *Inspection and Audit.* Grantee shall permit the authorized representative of NYSDOT and/or the State Comptroller to inspect and audit all books, records and accounts of Grantee pertaining to the Project under this Agreement. Grantee shall maintain records relating to this Agreement in accordance with the Records requirements of Appendix A.

18. *SEQRA.* Grantee shall comply with the requirements

of the State Environmental Quality Review Act ("SEQRA"). **Grantee**, if a unit of government, shall be the "lead agency" for SEQRA purposes. If **Grantee** is not a unit of government, a governmental unit with jurisdiction shall be the "lead agency" or, on the application of **Grantee** and agreement to pay the costs thereof, **NYS DOT** may elect to be "lead agency".

19 *Required Clauses.* Attached hereto and made a part of this agreement, as if set forth fully herein as Appendix A, Standard Clauses For All New York State Contracts and Appendix B, U.S. Government Required Clauses. For State administered Federal aid projects funded through this Agreement, the Grantee will fulfill and comply with the requirements of the Final Approved Federal §5311 Capital Project Application, inclusive of provisions required in connection with Federal aid.

## 20. NOTICES

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

### State of New York Department of Transportation

**Name: Public Transportation Bureau**

**Address: POD 5-4, 50 Wolf Rd, Albany NY 12232**

**Telephone Number: 518-457-8335**

**E-Mail Address: PublicTransportation@dot.ny.gov**

### Putnam County

**Name: Honorable Kevin M. Byrne**

**Title: County Executive**

**Agency: Putnam County Executive Office**

**Address: 40 Gleneida Avenue, Carmel, New York 10512-1705**

**Telephone Number: (845) 808-1000**

**Unique Entity ID: GLN9KUJQKBB8**

**E-Mail Address: kevin.byrne@putnamcountyny.gov**

2. Any such 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 email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

## 21. CONTRACT PAYMENTS

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index/htm](http://www.osc.state.ny.us/epay/index/htm), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials as of the date first above written.

<p>GRANTEE:</p> <p>By: _____</p> <p>Title: _____</p> <p>Print Name: _____</p> <p>Date: _____</p>	<p>NYSDOT:</p> <p>By: _____</p> <p>For Commissioner of Transportation</p> <p>Agency Certification: In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract.</p> <p>Date: _____</p>
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<p>APPROVED AS TO FORM:</p> <p>State of New York Attorney General</p> <p>By: _____</p> <p>Date: _____</p>	<p>APPROVED:</p> <p>Comptroller</p> <p>By: _____</p> <p>Date: _____</p> <p style="text-align: center;">Pursuant to State Finance Law §112.</p>
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**CONTRACT No: K007559**

STATE OF NEW YORK                    )  
   ) ss.:  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation; and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
 Notary Public

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**PROJECT AGREEMENT  
SCHEDULE A Dated**

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:

**Putnam County**

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

AGREEMENT PURPOSE:  Main Agreement  Supplemental Schedule  Administrative Correction

**GENERAL PROJECT DESCRIPTION**

SFY 2324 Urban Master Grant Agreement

**PROJECT LOCATION/JURISDICTION or SERVICE AREA**

**Putnam County**

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

\* With NYS DOT 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.

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**EXHIBIT A**  
**Work Requirements for Mass Transportation Capital Project Agreement**

The work of the project shall be performed in accordance with the following requirements:

1. Plans, Specifications and Estimates, Contracts, and Construction
  - a. The Grantee shall comply with all applicable statutes, permits, ordinances, rules and regulations relative to the development of the project including those for projects which may have a significant effect on the environment (e.g. the National Environmental Policy Act ("NEPA") and State Environmental Quality Review Act, significant effect on agricultural districts (Agriculture and Markets Law, Article 25AA), the preservation of historic structures, the quality of water and potential for flood hazards and losses (Environmental Conservation Law, Articles 8 and 36) and certify such compliance in a form acceptable to NYSDOT.
  - b. Contract work with any person, firm, corporation or agency, either governmental or private, to accomplish the Project will be in accordance with applicable State and Federal law.
  - c. The Grantee shall design and construct the Project, or cause it to be designed and constructed, in accordance with Federal and State design standards and conditions under the supervision of a professional engineer, or architect or other professional.
  - d. All construction work shall be performed with construction materials and construction methods in accordance with contract specifications contained in bid package, contract award package, and any and all approved contract modifications. Construction supervision work shall be performed by the Grantee or by contract.
  - e. The record sampling program, independent testing and quality assurance procedures applicable to federal-aid Projects performed by the Grantee shall be in accordance with the Project specifications whether or not such procedures are required for the receipt of Federal-Aid.
  - f. Any contract plans and specifications shall be stamped with the seal of a professional engineer licensed in this State and shall be signed by such professional engineer, or shall be signed by such other professional licensed in this State. The plans and specifications shall be filed with NYSDOT. The plans, specifications and estimate package for the project shall be submitted to NYSDOT for review, comment and notice to the Grantee to proceed to letting construction of the project.
  - g. The Grantee shall submit plans, specifications, designs, estimates, contract modifications, contract award documents, and other project related documents and information in a manner consistent with the NYSDOT *Design and Construction Oversight Process* for mass transportation capital construction projects.
  - h. The contract between the Grantee and its contractor(s) must comply in every way with applicable Federal laws, rules, regulations and, whether or not otherwise required for federal aid for the Project, the Federal-Aid Policy Guide (FPG) NYSDOT shall not be a party to any such third party contract.
2. Procurement: Whether or not otherwise required for federal aid for the Project, the Grantee must adhere to the requirements of Federal Transit Administration Circular FTA C 4220.1D as reproduced below, or as revised, for the solicitation, award and administration of its' third party contracts.
3. Contract Letting and Award: As required by law construction contract lettings, construction contract awards, and any and all third party contract awards funded as part of this Project shall be based on a competitive process, and shall require prior approval of NYSDOT in the following manner:
  - a. Prior to advertising for bids, one copy each of the proposed construction contract, plans, specifications and all related bidding documents shall be submitted upon request to NYSDOT for its approval prior to such advertisement. The bid invitation and the contract to be let shall contain a statement that the contract will be awarded by the Grantee subject to the approval of NYSDOT.
  - b. Advertisement must be placed in newspapers, bulletins, trade journals and/or minority publications for a minimum of three weeks to insure free and open competition, unless a different period is approved, in writing, by NYSDOT.
  - c. After the bid opening and before award, the following contract award package shall be maintained, and shall be submitted to NYSDOT for their approval upon request:
    - (1) Proof of publication of advertising for bids.
    - (2) Certification of all bids received with tabulation of up to six lowest.
    - (3) Copy of the proposal signed by the bidder selected for award of the contract.
    - (4) If the award is not to be made to the lowest bidder, a statement of explanation.

**EXHIBIT A**

**Work Requirements for Mass Transportation Capital Project Agreement**

- (5) Bid amount broken down by fiscal shares.
- (6) Competitive bidding statement.
- (7) Recommendations for award.
- (8) Analysis of low bid, including identification of unbalanced bids.
- (9) Certification of quantities of items bid 25% or greater over the engineer's estimate.
- (10) Non-collusive Bidding Certification.
- (11) Bidder Debarment History Certification.
- (12) For contracts over \$500,000 or as otherwise required:
- (13) Schedule of proposed DBE participation; and
- (14) NYS Uniform Contracting Questionnaire (CCA-1).

The Grantee shall award the contract and file an executed copy thereof with NYSDOT.

- 4. Contract Modification: The Grantee shall provide, in a manner determined by NYSDOT, any and all contract modification documentation and requests for NYSDOT review and approval. NYSDOT approval of any contract modification is required for the Grantee to receive State funding, and/or State-administered Federal Aid as applicable, for any cost increase contained in such contract modification.

**EXHIBIT B**  
**Grantee Record Keeping Guidelines**

The work of the project shall be performed in accordance with the following requirements:

1. *Progress Billings.* After approval of the Agreement, the Grantee may submit progress billings to NYSDOT for the State funding, and any applicable State-administered Federal share of approved costs shall be supported as follows:
  - a) *Contracts/Consultant Agreements* - Separate invoices or billings are required for each contract, each consultant agreement, and for work performed by Grantee employees. Billings for payments made on contracts or consultant agreements will be made on NYSDOT's Form A, as it may be amended, or other form or manner as acceptable to NYSDOT, and shall be supported by a copy of the applicable payment estimate(s) for contracts or consultant agreements.
  - b) *Work by Grantee Employees* - Billings for Grantee employees will be on NYSDOT's Form A, as it may be amended, or other form or manner as acceptable to NYSDOT, and shall be supported by an Engineer's Payroll Abstract for the period(s) covered by the billings, copies of payroll time sheets for the applicable billing period and copies of paid invoices or supporting documents for all non-personal service cost items in excess of \$250. Only those direct Project costs as defined in applicable regulations can be included in billings. The supporting documents for personal service and non-personal service costs are to include payroll time sheets, engineer=s payroll abstract leave and fringe benefit additives, and documented non-personal service costs.
  - c) NYSDOT will reimburse Grantee personal service, fringe benefits, non-personal service and related costs which are clearly identifiable to a specific project.
2. *Project Detail Ledgers.* For audit purposes, a Project Detail Ledger is required as the official accounting record of the Grantee to record and accumulate all cost transactions applicable to the Project. All costs recorded on the Project Detail Ledger should be for 100% of such costs without reduction for the non-Federal share, State funding, and for any applicable Federal share.

Every transaction listed on the Project Detail Ledger will be recorded in the same level of detail as the total from each supporting source document (no summarization of source document amounts). All transactions listed on the detail ledger will identify the source document for the transaction by referencing contract/estimate numbers, social security numbers (for time sheets and employee reimbursements), vendor or payee numbers for vouchers, etc. The applicable accounting system record date will also be included for each transaction, i.e. - pay period dates for time sheets, or voucher approval or date paid for payments to the consultant, employee reimbursements, etc.

The ledgers for the Project will include totals for all transactions recorded during: (1) each accounting month, (2) the fiscal year of the Grantee, and (3) for the Project life to date.
3. *Source Documents.* The Grantee will retain an official copy of consultant estimates, payroll time sheets, employee travel claims and all other original source documents for transactions listed on the Project Detail Ledger. These will be systematically filed in an order that will facilitate retrieval. All expenditure vouchers or other cost documents must also be traceable through the Grantee's disbursement process to copies of warrants or checks issued and to corresponding documentation maintained in the official accounting records of the Grantee's central finance office.
4. *Audit/Disallowances.* Project costs claimed or previously reimbursed that cannot be supported as outlined herein, are subject to audit disallowance by NYSDOT, the State Comptroller, Federal Transit Administration, and/or the U.S. Department of Transportation, Officer of the Inspector General. Amounts paid to the Grantee by NYSDOT that are subsequently disallowed by the Federal Government are subject to recovery by NYSDOT from the Grantee, or at the option of the State, will be offset or reduced against current or future reimbursement claims on the same or other Project

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

June 2023

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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 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](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

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

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

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

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

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

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

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

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

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

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

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

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

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

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

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

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

## APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

### U.S. GOVERNMENT (FTA) REQUIRED CLAUSES

For any conditions imposed upon a “contractor” or “subcontractor”, it shall be the recipient’s responsibility to notify and impose applicable requirements upon any such contractor or subcontractor. Notwithstanding the foregoing, other requirements applicable to the recipient or subrecipient may also apply to a contractor or subcontractor, or any other third party, for which the recipient or subrecipient shall also be responsible for imposing any such condition.

Any use of “recipient” or “subrecipient” shall mean the grant recipient of the associated agreement to which this appendix is incorporated and applies. Such terms are interchangeable and may be used contemporaneously. A recipient or subrecipient shall impose any requirements of this appendix, or associated agreement, to any sub-awardee.

Any use of “Sub-agreement” or “Sub-grant” shall mean an agreement through which the Recipient awards federal assistance to a Sub-grantee(s) to support or stimulate any of the Recipient’s or Sub-grantee(s) Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third-party contract, third-party subcontract, or lease.

Any use of “Sub-awardee” shall mean any entity or person that receives federal assistance from the FTA through an associated agreement, but is not a direct recipient of fund from, or a direct party to this agreement with, the State. Sub-awardee shall not include a Third-Party Contractor, Third Party Subcontractor, or Lessee.

Any use of “Third Party”, “Third-Party Participant”, or variations thereof, shall mean a grant recipient, sub-awardee – and contractor(s), subcontractor(s), or suppliers, thereof – whose work under the associated agreement is supported with FTA funding, eligible non-federal share dedicated to the Project, or is dedicated as an in-kind contribution eligible for as a non-federal share. Such terms are interchangeable and may be used contemporaneously.

**Fly America Requirements** – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

**Buy America Requirements** – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Build America, Buy America Act** – Applicability – all

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

**Charter Bus Requirements** – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference. If a Recipient or any Third-Party Participant that has operated a chart bus in violation of federal laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third-Party Participant from receiving Federal transit funds.

**School Bus Requirements** – School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school

bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third-Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third-Party Participant from receiving Federal transit funds.

**Cargo Preference** - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Recipient shall:

- a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels;
- b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.)
- c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

**Seismic Safety** – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

**Energy Conservation** – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**Clean Water** – Applicability – All Contracts and Subcontracts over \$250,000.

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

**Safe Operation of Motor Vehicles-** Applicability – All

- a. **Seat Belt Use.** The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:
  - Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.
- b. **Distracted Driving, Including Text Messaging While Driving.** The Recipient agrees to comply with:
  - (1) **Safety.** The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,
  - (2) **Recipient Size.** The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and
  - (3) **Extension of Provision.** The Recipient is encouraged to include the immediately preceding Provision of section (1) – (2) in each third party sub-agreement (if applicable) at each tier supported with federal assistance.

**Bus Testing** – Applicability – Rolling Stock/Turnkey

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall **provide a copy of the final test report** to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report,

which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**Pre-Award & Post-Delivery Audit Requirements** - Applicability – Rolling Stock/Turnkey  
Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
  - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
  - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
  - C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
  - D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

**Lobbying** – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$250,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$250,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

**Trafficking in Persons**



- (1) Legal Authorities. The Recipient and subrecipient agrees to comply with federal requirements and guidance, including:
  - (a) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and
  - (b) The terms of this section, which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 C.F.R. part 175, per U.S. OMB’s direction.
- (2) Definitions. The Recipient agrees that *for purposes of this section*:
  - (a) Employee means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient’s Underlying Agreement.
  - (b) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - (c) Private entity means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 C.F.R. § 175.25(b).
  - (d) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
  - (e) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
  - (f) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
  - (g) Recipient or Direct Recipient means a non-federal entity that receives an award directly from the State of New York to carry out an activity under a federal program. The term “Recipient” does not include a Subrecipient.
  - (h) Subrecipient or Sub-grantee means any entity or person that receives federal assistance provided by the State instead of from the State directly, but does not include a Third-Party Contractor, Third Party Subcontractor, or Lessee.
  - (i) Sub-agreement or Sub-grant means an agreement through which the Recipient awards federal assistance to its Subrecipient(s) to support or stimulate any of the Recipient’s or Subrecipient’s Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third-party contract, third party subcontract, or lease.
  - (j) “This Section” any references to “this section” shall mean and refer to the section titled, “**Trafficking in Persons**”.
- (3) Provisions Applicable to All Recipients. The Recipient agrees to and assures that it,

and any Subrecipients, will:

- (a) Provide Information. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this section, and
- (b) Sub-agreement Provision. Certify and include the following provision in any sub-agreement it enters with a private entity as defined above in section (2)(c) of this section:

*Recipient, or sub recipient, agrees that it and its employees that participate in the Recipient's Award, may not:*

- 1. *Engage in severe forms of trafficking in persons during the period that the Recipient's Award is in effect,*
- 2. *Procure a commercial sex act during the period that the Recipient's Award is in effect, or*
- 3. *Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.*

- (4) Provisions Applicable to a Private Entity Recipient. If the Recipient is a private entity, it agrees that:

- (a) Prohibitions. It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:

- 1 Engage in severe forms of trafficking in persons during the period that the Recipient's or Subrecipient's Underlying Agreement is in effect,
- 2 Procure a commercial sex act during the period that the Recipient's or Subrecipient's Underlying Agreement is in effect, or
- 3 Use forced labor in the performance of the Recipient's or Subrecipient's Underlying Agreement or sub-agreements.

- (b) Termination of Federal Assistance. Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, provide FTA and the State of New York, through receipt of federal funds, the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government or the State of New York, if FTA or the State of New York determines that the private entity Recipient or its Subrecipient:

- 1 Has violated a prohibition described above in section (4)(a) of this Section, or
- 2 Has an employee whose conduct is determined to have violated a prohibition described above in section (4)(a) of this Section because that employee's conduct is either:
  - a Associated with the performance of the Recipient's Underlying Agreement, or
  - b Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:
    - (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, or
    - (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension

(Nonprocurement),” 2 C.F.R. part 180.

- (5) Provisions Applicable to a Recipient That is Not a Private Entity. A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. §7104(g), and U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 C.F.R. part 175, provides FTA, and consequently the State, the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government or the State of New York, for a violation of that Act if FTA, or the State of New York, determines that:
- (a) A private entity that is the Recipient or Subrecipient is determined to have engaged in severe forms of trafficking in persons during the period that the Recipient’s or Subrecipient’s Underlying Agreement is in effect; procured a commercial sex act during the period that the Recipient’s or Subrecipient’s Underlying Agreement is in effect; or used forced labor in the performance of the Recipient’s or Subrecipient’s Underlying Agreement or sub-agreements thereunder; or
  - (b) An employee of a private entity that is the Recipient or Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient’s or Subrecipient’s Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient’s or Subrecipient’s Underlying Agreement is in effect; or used forced labor in the performance of the Recipient’s or Subrecipient’s Underlying Agreement or sub-agreements thereunder, and whose conduct described above is associated with the performance of the Recipient’s or Subrecipient’s Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, and U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200.
- (6) Remedies Other Than Termination of Federal Assistance. The Recipient or Subrecipient agrees that FTA’s right to terminate federal assistance as provided in the TVPA and in sections (4)(b) and (5) are in addition to all other remedies for noncompliance available to the State and Federal Government under the associated grant agreement.

**Access to Records and Reports**– Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)  
The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an recipient, subrecipient, or a sub-grantee of an FTA recipient, and in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)(1)) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto, as provided by 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

**Federal Changes** – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract, to the extent that such are publicly available. Contractor's failure to comply shall constitute a material breach of the contract.

**Bonding Requirements** – Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and

requirements of the recipient, provided they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
  - (1) 50% of the contract price if the contract price is not more than \$1 million;
  - (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (3) \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

#### Bid Bond Requirements (Construction)

- (a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.
- (b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified

Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.  
Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

#### Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

#### Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

#### Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

**Clean Air** – Applicability – All contracts over \$150,000.

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**Recycled Products** – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**Davis-Bacon and Copeland Anti-Kickback Acts** – Applicability -Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

**(1) Minimum wages** –

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the



contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Responsibilities

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to

the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iv) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (v) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
- (vi) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe

benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v)(B) or (1)(v)(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(ii)(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

- (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training,

or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the

wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may, by appropriate instructions, require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

**Contract Work Hours & Safety Standards Act** – Applicability – Contracts over \$250,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract

work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**Awards Involving Commerce.** The Recipient agrees to comply, and assures that each Third-Party Participants will comply, with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.* to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, or as the Federal Government otherwise determines applicable.

**No Government Obligation to Third Parties** - Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part

with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements or Related Acts** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Civil Fraud. The Recipient acknowledges and agrees that:

- (i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31.
- (ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
- (iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

(2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Termination** – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effectuated by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for



supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions.

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach If the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth

in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an

equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

**Government-wide Debarment and Suspension (Nonprocurement)** – Applicability – Contracts over \$25,000

The Recipient/subrecipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third-Party Participant that is debarred or suspended except as authorized by:

(i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200,

(ii) U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and

(iii) Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if

required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third-Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (i) Will comply with Federal debarment and suspension requirements, and
- (ii) Reviews the “System for Award Management” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and
- (iii) If the Recipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:
  - (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
  - (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or
  - (c) FTA Chief Counsel,

**Contracts Involving Federal Privacy Act Requirements** – Applicability - When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**Civil Rights Requirements**– Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian

Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third-Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

- (1) FTA's "Nondiscrimination" statute prohibiting discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and
- (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,
- (3) Except as FTA determines otherwise in writing:
  - (a) General. Follow:
    - (i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and
    - (ii) Other applicable Federal guidance that may be issued, but
  - (b) for the exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program;

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third-Party Participant will:

- (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin,
- (2) Comply with:
  - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,
  - (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
  - (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and
- (3) Except as FTA determines otherwise in writing, follow:
  - (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance.
  - (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
  - (c) Other applicable Federal guidance that may be issued;

c. Equal Employment Opportunity.

(1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third-Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,

(b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

(c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and

(d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing.

(2) General. The Recipient agrees to:

(a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: (1) Race, (2) Color, (3) Religion, (4) Sex, (5) Disability, (6) Age, or (7) National origin,

(b) Take affirmative action that includes, but is not limited to: (1) Recruitment advertising, (2) Recruitment, (3) Employment, (4) Rates of pay, (5) Other forms of compensation, (6) Selection for training, including apprenticeship, (7) Upgrading, (8) Transfers, (9) Demotions, (10) Layoffs, and (11) Terminations, with the exception of Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third-Party Participant, with:

(a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and

(b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise.

(1) To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project, and Recipient agrees to comply with:

(a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note,

(b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and

(c) Federal transit law, specifically 49 U.S.C. § 5332,

(2) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26,

(3) Assurance. As required by 49 C.F.R. § 26.13(a),

(4) The Recipient provides assurance that:

(a) The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26.

(b) The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

(c) Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

(d) Upon notification to the Recipient of its failure to abide by DBE requirements, the Federal Government may impose sanctions as provided for in 49 C.F.R. part 26, as implemented by the State through this agreement, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(5) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation.

e. Nondiscrimination on the Basis of Sex

The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age

The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:

(1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,

(2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA,

(3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds,

(4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and

(5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability

The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:

(1) Federal laws, including:

- (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,
- (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,”
- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
- (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
- (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities,

(2) Federal regulations, including:

- (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
- (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
- (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
- (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,
- (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,
- (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
- (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
- (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,
- (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and
- (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and

(3) Other applicable Federal civil rights and nondiscrimination guidance,



h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:

- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.,
- (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and
- (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:

- (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and
- (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to:

- (1) Comply with other applicable Federal nondiscrimination laws and regulations, and
- (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

**Breaches and Dispute Resolution** – Applicability – All contracts over \$250,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights

and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Patent and Rights Data –**

Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000).

**Patent Rights**

A. General. The Recipient agrees that:

- (1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third-Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery,
- (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and
- (3) When a patent is issued or patented information becomes available as described in Patent Rights Section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights.

The Recipient agrees that:

- (1) Its rights and responsibilities, and the rights and responsibilities of each Third-Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and
- (2) Unless the Federal Government determines otherwise in writing – irrespective of the Recipient's status or the status of any Third-Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual – the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in:
  - (a) 35 U.S.C. § 200 et seq., and
  - (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

- (1) License fees and royalties for patents, patent applications, and inventions derived from the

Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:

- (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and
- (b) As FTA determines otherwise in writing.

#### Rights in Data and Copyrights

A. Definition of “Subject Data” means recorded information, subject to (1) Copyright, whether or not copyrighted, and (2) Delivery, that which is delivered or specified to be delivered under the Underlying Agreement.

B. Examples of “Subject Data.” Examples of “subject data” include, but are not limited to:

- (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but do not include: (1) Financial reports, (2) Cost analyses, or (3) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient’s Project supported by the Underlying Agreement:

(1) Prohibitions. The Recipient may not:

- (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or
- (b) Permit others to do so, but

(2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to:

- (a) Publications or reproductions for the Recipient’s own internal use,
- (b) An institution of higher learning,
- (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or
- (d) The portion of data that has the Federal Government’s prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that:

(1) License Rights. The Recipient must provide a license to its “subject data” to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable,

(2) Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third-Party Participants, therefore, the Recipient agrees that:

- (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,
- (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,
- (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third-Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,
- (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,
- (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but
- (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both:
  - (a) For the Recipient's use, and
  - (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

- (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and
- (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:
  - (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and
  - (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

- (1) Violation by Recipient.
  - (a) If it willfully or intentionally violates any:
    - (1) Proprietary rights, (2) Copyrights, or (3) Right of privacy, and
  - (b) Its violation occurs from any of the following uses of Project data:
    - (1) Publication, (2) Translation, (3) Reproduction, (4) Delivery, (5) Use, or (6) Disposition, then
  - (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of:
    - (1) The Federal Government's officers acting within the scope of their official duties,
    - (2) The Federal Government's employees acting within the scope of their official duties, and
    - (3) Federal Government's agents acting within the scope of their official duties, but
- (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights Section G(1) if:
  - (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or
  - (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section

pertaining to rights in data either:

- (1) Implies a license to the Federal Government under any patent, or
- (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:

- (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and
- (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

- (1) The Freedom of Information Act, 5 U.S.C. § 552,
- (2) Another applicable Federal law requiring access to Project records,
- (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or
- (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

**Transit Employee Protective Provisions** – Applicability – Contracts for transit operations except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

**Public Transportation Employee Protective Arrangements**

The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

1. **U.S. DOL Certification** When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that:
  - (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project,
  - (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto,

- (c) It will follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,
- (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including:
  - (1) Alternative comparable arrangements U.S. DOL has specified for the Project,
  - (2) Any revisions U.S. DOL has specified for the Project, or
  - (3) Both, and
- (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project:

- (1) The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement,
- (2) The documents cited in that U.S. DOL certification for the Project,
- (3) Any alternative comparable arrangements that U.S. DOL has specified for the Project, and
- (4) Any revisions that U.S. DOL has specified for the Project,

2. Special Warranty When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that:

- (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),
- (b) Follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,
- (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: (1) Any alternative comparable arrangements U.S. DOL has specified for the Project, (2) Any revisions U.S. DOL has specified for the Project, or (3) Both, and
- (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement:
  - 1. The U.S. DOL Special Warranty for its Project,
  - 2. Documents cited in that Special Warranty,
  - 3. Alternative comparable arrangements U.S. DOL specifies for the Project, and
  - 4. Any revisions that U.S. DOL has specified for the Project, and

3. Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public

transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions:

- (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and
- (b) FTA reserves the right to make other exceptions as it deems appropriate.

**Disadvantaged Business Enterprise (DBE)** – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

**Prompt Payment** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

**Incorporation of Federal Transit Administration (FTA) Terms** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

**Drug & Alcohol Abuse and Testing** – Applicability – Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations:

- (a) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182,
- (b) Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

**Other Federal Requirements:**

**Full and Open Competition** – In accordance with 49 U.S.C. § 5325, all procurement transactions shall be conducted in a manner that provides full and open competition.

**Prohibition Against Exclusionary or Discriminatory Specifications** – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**Conformance with ITS National Architecture** – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January



8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**Safeguarding Protected Personally Identifiable Information (PPI)**

U.S. DOT Common Rules requires Recipient to implement, and require any sub-grantee, if any, to implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

**Access Requirements for Persons with Disabilities** – Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Notification of Federal Participation** – To the extent required by law, in the announcement of any third-party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third-party contract.

**Interest of Members or Delegates to Congress** - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**Ineligible Contractors and Subcontractors** - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**Other Contract Requirements** - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

**Compliance with Federal Regulations** – Any of Recipient's contracts shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including,

without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Real Property** - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Recipient and any third-party participant(s) shall comply with 49 U.S.C. § 303, 23 C.F.R part 774, 54 U.S.C. §306108, 54 U.S.C. 312501 *et. seq.*, 36 C.F.R. part 800, 42 U.S.C. §1996, §3161 note and Executive Order No. 13007 as such actions may relate to: Parks, Recreation Areas, Wildlife and Waterfowl Refuges; Historic Sites, Archeological and Historic Preservation, Protection of Historic Properties; preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act; compliance with environmental mitigation measures related to environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.

**Access to Services for Persons with Limited English Proficiency** - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**Environmental Justice** - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:

- (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and
- (2) DOT Order 5610.2, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and
- (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

**Environmental Protections** – Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: The National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions

with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**Geographic Information and Related Spatial Data** – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**Geographic Preference**

All project activities must be advertised without geographic preference, except as permitted by federal law, regulation, requirement or guidance. Such exception may include, but may not be limited to, A/E contracts under certain circumstances and preference for hiring veterans on transit construction projects.

**Organizational Conflicts of Interest**

The Recipient and subrecipient, if any, agrees that it will not enter a procurement that involves a real or apparent organizational conflict of interest described as follows:

- (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
  - (a) To that Third-Party Participant or another Third-Party Participant performing the Project work, and
  - (b) That impairs that Third Party Participant's objectivity in performing the Project work, or
- (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,
- (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:
  - (a) Any instances of organizational conflict of interest, or
  - (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and
- (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

**Ethics**

Standards of Conduct. At a minimum, the Recipient / Subrecipients will establish and maintain written Standards of Conduct covering conflicts of interest that:

- (1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third-party contract or subcontract:
  - (a) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any third-party agreement,
  - (b) The immediate family members or partners of those listed above in section (1)(a) of this Master Agreement, and
  - (c) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed above in sections (1)(a) and (b) of this Master Agreement;

- (2) Prohibit those individuals listed above in section (1) from:
- (a) Engaging in any activities involving the Recipient's or any of its Subrecipients' present or potential Third-Party Participants at any tier, including selection, award, or administration of a third-party agreement in which the individual has a present or potential financial or other significant interest, and
  - (b) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third-Party Participant in the Recipient's Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and
- (3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in section (1) and the Recipient's or Subrecipient's Third Party Participants.

**Federal Single Audit Requirements for State Administered Federally Aid Funded Projects**

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non- Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non- Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B-- Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non- Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**The CFDA number for the Federal Transit Administration**

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December

26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**Veterans Preference** As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

– Applicability – all

The Contractor agrees to comply with the following Federal requirements:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be

an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#6ff

Committee Mtg \_\_\_\_\_ Resolution # \_\_\_\_\_  
Introduced By \_\_\_\_\_ Regular Mtg \_\_\_\_\_  
Seconded By \_\_\_\_\_ Special Mtg \_\_\_\_\_

**APPROVAL - RATIFICATION OF THE 100 TEN ACRE LANE PROPERTY FORMALLY KNOWN AS 100 ZIMMER ROAD, TOWN OF SOUTHEAST REAL PROPERTY TAX SALE**

WHEREAS, on October 18, 2024, the County of Putnam held a public auction for its Real Property Tax Sale of County owned Property Town of Southeast Tax Map No.: 45-1-60; and

WHEREAS, the County received bids on the parcel offered, as indicated by the listing attached hereto and made a part hereof as Schedule "A"; now therefore be it

RESOLVED, that the Putnam County Legislature, on behalf of the County of Putnam, hereby accepts the bid of the highest bidder on the parcels listed on the attached Schedule "A"; and be it further

RESOLVED, that the County Attorney is authorized to prepare a deed for this parcel to the highest bidder, said deed to be executed on behalf of the County by the County Executive; and be it further

RESOLVED, that upon delivery of the balance of the purchase price as indicated in the bid, along with the appropriate transfer tax, fees, and any property taxes due, as specified in the promulgated Terms and Conditions of the auction, the County Attorney is hereby authorized to deliver said deed to the highest bidder; and be it further

RESOLVED, that in the event of the highest bidder failing to complete the transaction as specified in the promulgated Terms and Conditions of the auction, the County Attorney is authorized to complete the transaction with the second highest bidder in the same manner as set for the above.

Legislator Addonizio \_\_\_\_\_  
Legislator Castellano \_\_\_\_\_  
Legislator Crowley \_\_\_\_\_  
Legislator Ellner \_\_\_\_\_  
Legislator Gouldman \_\_\_\_\_  
Legislator Montgomery \_\_\_\_\_  
Legislator Nacerino \_\_\_\_\_  
Legislator Sayegh \_\_\_\_\_  
Chairman Jonke \_\_\_\_\_

cc: all  
Audit

**APPROVAL/RATIFICATION OF THE 100 TEN ACRE LANE PROPERTY FORMALLY KNOWN AS 100 ZIMMER ROAD, TOWN OF SOUTHEAST REAL PROPERTY TAX SALE**

WHEREAS, on October 18, 2024, the County of Putnam held a public auction for its Real Property Tax Sale of County owned Property Town of Southeast Tax Map No.: 45-1-60; and

WHEREAS, the County received bids on the parcel offered, as indicated by the listing attached hereto and made a part hereof as Schedule "A"; now therefore be it

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RESOLVED, that upon delivery of the balance of the purchase price as indicated in the bid, along with the appropriate transfer tax, fees, and any property taxes due, as specified in the promulgated Terms and Conditions of the auction, the County Attorney is hereby authorized to deliver said deed to the highest bidder; and be it further

RESOLVED, that in the event of the highest bidder failing to complete the transaction as specified in the promulgated Terms and Conditions of the auction, the County Attorney is authorized to complete the transaction with the second highest bidder in the same manner as set for the above.

2024 OCT 23 AM 11:27

LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY



**MICHAEL J. LEWIS**  
COMMISSIONER OF FINANCE




**KEVIN M. BYRNE**  
PUTNAM COUNTY EXECUTIVE

DEPARTMENT OF FINANCE

**MEMORANDUM**

TO: Diane Schonfeld, Legislative Clerk

FROM: Michael J. Lewis, Commissioner of Finance – 

RE: **Ratification of County Property – 100 Ten Acre Lane formally known as 100 Zimmer Road, NY 10509 Tax ID: 45.1-60**

**Town of Southeast**

**Putnam County, New York**

DATE: October 23, 2024

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Please accept this memorandum for the Legislature to consider the enclosed ratification of the County owned property at 100 Ten Acre Lane formally known as 100 Zimmer Road, NY 10509 in the Town of Southeast at the October 28<sup>th</sup> Audit Committee Meeting.

We are requesting that the Legislature ratify the results of this sale in the amount of \$465,000 so we can process the sale and deeds in the name of the new owner in time for the 2025 County/Town tax bills to be issued in their name. This will result in efficiencies in the tax collection process and result in increased tax collections as they'll be put back on the Tax Roll.

If you recall, the Legislature accepted the appraisal done by McGrath & Co which was for \$290,000 and pursuant to Section 31-4 of the Putnam County Code, the Legislature set the initial offer amount of the Property to be \$290,000 as determined by the Putnam County Executive based on the appraisal and comparative market analysis. This is pursuant Resolution #198-2024.

I thank the Legislature for their consideration in this matter, and if there are any questions regarding the above, please don't hesitate to contact me.

**Schedule A**

LotNumber	LotTitle	LotPrice	LotBidderNumber
1	<b>Prime Commercial Development Opportunity.  Close to Other Major Retailers.</b>            100 Ten Acre Lane, Village of Brewster, Town of Southeast, County of Putnam, State of New York            Tax ID #: 45-1-60            Deed Book: 1871/Page 291            Located 1 Mile from I-84            School District: Brewster Central School District            10.03 +/- Acres Rural Commercial Property            Property Class: 330 - Vacant Commercial            Outside of Flood Hazard Area            NW/Wetlands: 1.8% of Site            DEC Wetlands: 11.7% of Site            Topography: Level and Sloping 15.6% Steep Slopes            Central Portion of the Site has been Cleared and Mulched            Frontage: 27 +/- of Frontage Along Zimmer Road            Utilities: NYSEG Electric and NYSEG Natural Gas            Total Taxes: \$2,324.46 +/- 	\$ 465,000.00	1005



Licensed & Bonded Auctioneers \* Realtors \* Certified Appraisers \* Consultants  
FFL Dealer and Class 2 Firearm Manufacturer  
9423 Western Turnpike, Delanson, New York 12053-0215  
Phone: (518) 895-8150 Fax: (518) 895-8152  
collarcityauctions.com

### Summary of Cost

(Bidder #: 1005)

Lot # 1  
100 Ten Acre Lane, Village of Brewster, Town of Southeast, Lot Size: 10.03 Acres +/-

SBL: 45.-1-60

#### Purchase Price and Fees:

Bid Price: .....	\$465,000.00
RP-5217 Filing Fee .....	\$250.00
NYS Transfer Tax .....	\$5.00
Statutory, Processing, & County Endorsement Fee.....	\$46.00
Deed Preparation Fee .....	\$10.00
Transfer Notice Fee (residential Parcels Only).....	\$10.00
Applicable Town & County Tax .....	TBD
<b>Sub-Total .....</b>	<b><u>\$465,321.00</u></b>
Required Minimum Deposit:.....	\$46,500.00
<b>Balance Due by November 30, 2024 in cash, certified bank check:.....</b>	<b>\$418,821.00</b>
7% Buyer's Premium Paid on or before October 24, 2024.....	\$32,550.00

**PUTNAM COUNTY CONTRACT OF SALE**

Purchaser:  
Address: SS#/Fed ID Number:  
City:  
Phone: Date: October 22, 2024

I hereby agree to purchase the property known as Auction Lot No: 1 located in the Village of Brewster, Town of Southeast, Tax Map No: 45.-1-60 and agree to pay the bid price of \$465,000.00, the 7% Buyer's Premium of \$32,550.00 together with closing costs, property, village and school tax, if applicable, for the said property on the terms contained in the TERMS AND CONDITIONS OF THE SALE, signed by and agreed to by me and made part of this contract. I (we), the Buyer(s), will sign along with this Contract of Sale, and all other applicable Auction Documents.

It is understood and agreed that the conveyance will be by QUIT CLAIM DEED to be executed subsequent to receipt of all money due in accordance with the TERMS AND CONDITIONS OF SALE.

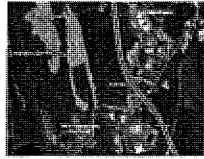
I have deposited with Putnam County Commissioner of Finance the sum of \$46,500.00 which represents \$46,500.00 down payment to apply to the purchase price. Additionally, I unconditionally acknowledge payment and release of the full non-refundable Buyer's Premium to the Auction Company, for its sole use, on auction day. The down payment and Buyer's Premium shall be forfeited as liquidated damages if the PURCHASER fails to comply with the TERMS AND CONDITIONS OF THE SALE as indicated therein.

By signing, I unconditionally agree that I have reviewed all information herein including, but not limited to my name and spelling of name and acknowledge it to be correct.

\_\_\_\_\_  
Buyer: \_\_\_\_\_  
Buyer: \_\_\_\_\_

**Buyer's Purchase Price, Buyer's Premium and Fees:**

<u>Bid Price:</u>	<u>\$465,000.00</u>
<u>NYS Transfer Tax:</u>	<u>\$ 5.00</u>
<u>Statutory, Processing, &amp; County Endorsement Fee:</u>	<u>\$ 46.00</u>
<u>RP-5217 Fee:</u>	<u>\$ 250.00</u>
<u>Deed Preparation Fee:</u>	<u>\$ 10.00</u>
<u>Transfer Notice Fee(Residential Parcels Only):</u>	<u>\$ 10.00</u>
<u>Applicable Town &amp; County Tax</u>	<u>TBD</u>
<u>Sub Total:</u>	<u>\$465,321.00</u>
<u>Down Payment Paid:</u>	<u>\$ 46,500.00</u>
<b><u>Balance Due by November 30, 2024:</u></b>	<b><u>\$418,821.00</u></b>
<u>Buyer's Premium Paid:</u>	<u>\$ 32,550.00</u>



**BY ORDER OF PUTNAM COUNTY, NY - Prime  
Commercial Development Site. Close Proximity to  
Other Major Retailers!  
Collar City Auctions, Inc.**

100 Ten Acre Lane  
Brewster, NY 10509  
(518) 895-8150  
(Bidder: 1005

**Invoice: 32195**

Oct 22, 2024

**Auction: 1076**

Bidder: 1005,

**Verification Code:**

**Not Paid  
in Full**

Lot #	Type	Price	Qty	Ext Price	Tax %	Item Tax	BP	BP Tax	Item Total
1	One Lot	465,000.00	1.0	465,000.00	Exempt	32,550.00		.00	497,550.00
<b>Prime Commercial Development Opportunity.  Close to Other Major Retailers.</b>             100 Ten Acre Lane, Village of Brewster, Town of Southeast, County of Putnam, State of New York            Tax ID #: 45.-1-60            Deed Book: 1871/Page 291            Item Location: 100 Ten Acre Lane Brewster NY									

Invoice Adjustments	Date	Payments	Type	BP %	Conv. Fee
*Does Not Include Transfer/Closing Costs & Fees					

Item Total	465,000.00
Item Tax	
Surcharges	
Surcharge Tax	
Buyers Prem	32,550.00
BP Tax	
Inv Adjust	
Inv Adjust Tax	
Adjustments	
Shipping	
Packing	
<b>Invoice Total</b>	<b>497,550.00</b>
Conv. Fee	
<b>Total+Schg</b>	<b>497,550.00</b>
Paid by Deposit	
Received	
Balance Due	497,550.00
Change	

PUTNAM COUNTY LEGISLATURE

Resolution #198

Introduced by Legislator: Greg Ellner on behalf of the Physical Services Committee, and as amended at a Regular Meeting held on September 3, 2024.

page 1

APPROVAL - OFFER COUNTY PROPERTY FOR SALE UTILIZING AT PUBLIC AUCTION PURSUANT TO CHAPTER 31 OF THE PUTNAM COUNTY CODE - 100 ZIMMER ROAD, TOWN OF SOUTHEAST

WHEREAS, the County is in title to the property listed in the attached Schedule "A"; and WHEREAS, an unimproved parcel of real property identified as Town of Southeast Tax Map No.: 45.-1-60 was acquired by the County by bargain and sale deed from the Town of Southeast, which was recorded in the Office of the Putnam County Clerk on March 3, 2011, in Liber 1871 at Page 291; and

WHEREAS, said property is not needed for use by the County or another municipality; and WHEREAS the Commissioner of Finance and Commissioner of Planning recommend that said parcels be offered for sale at public auction pursuant to Section 31-4(A)(4) of the Putnam County Code; and

WHEREAS, the Putnam County Legislature has reviewed this matter and has determined that the property is not needed for use by the County or another municipality; and

WHEREAS, the Putnam County Legislature has further determined that it would be most beneficial to offer said property for sale at public auction; now therefore be it

RESOLVED, that said property is not needed for use by the County or another municipality; and be it further

RESOLVED, that pursuant to the authority vested in the Putnam County Legislature in Section 31-4 of the Putnam County Code, it is the further determination of the Putnam County Legislature that it would be most financially advantageous to the County to offer the property for sale at public auction utilizing the services of an auction house under contract with the County; and be it further

RESOLVED, that the Putnam County Legislature accepts the attached appraisal, which is attached hereto and made a part hereof as Schedule "A"; and be it further

RESOLVED, that the County Executive is authorized to offer the Property for sale at public auction utilizing the services of an auction house under contract with the County; and be it further

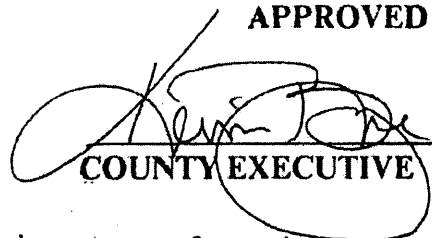
RESOLVED, that pursuant to Section 31-4 of the Putnam County Code, the initial offer amount of the Property shall be in an amount of \$290,000.00 as determined by the Putnam County Executive based on the appraisal and comparative market analysis, with the advice of and as approved by the Legislature; and be it further

RESOLVED, that this Resolution shall take effect immediately.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

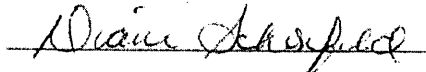
APPROVED

State of New York  
ss:  
County of Putnam

 9/10/24  
COUNTY EXECUTIVE      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 September 3, 2024.

Dated: September 5, 2024

Signed: 

Diane Schonfeld  
Clerk of the Legislature of Putnam County

# MCGRATH & CO

COMMERCIAL REAL ESTATE APPRAISERS

## APPRAISAL COMMERCIAL REAL ESTATE

MCGRATH FILE # 22407043

REAL PROPERTY APPRAISED  
Property of County of Putnam  
100 Zimmer Road, Brewster, NY 10509  
Southeast, Putnam County, NY  
Primary Tax ID: 45.-1-60



### SUBMITTED TO

County of Putnam  
% Patricia McLoughlin, Director of Real Property Tax Services  
40 Gleneida Avenue  
Carmel, NY 10512

### APPRAISAL DATES

Effective Date: March 26, 2024  
Date of Report: April 2, 2024  
Inspection Date: March 26, 2024

### APPRAISERS

Salvatore DeSiena  
State Certified General Real Estate Appraiser No. 46-51319  
sal@mcgrathandco.com  
Office: 914-234-9332

Al DeKrey  
State Certified General Real Estate Appraiser No. 46-08839  
al@mcgrathandco.com  
Office: 845-896-5777

**MCGRATH & CO**  
REAL ESTATE APPRAISERS

McGrath & Company, Inc.  
P.O. Box 514, Elmer, NY 10524  
info@mcgrathandco.com  
(518) 696-5323

April 2, 2024

County of Putnam  
% Patricia McLoughlin, Director of Real Property Tax Services  
40 Gleneida Avenue  
Carmel, NY 10512

Re: 100 Zimmer Road, NY 10509  
Tax ID: 45.-1-60  
Town of Southeast  
Putnam County, New York

Dear Ms. McLoughlin:

In accordance with your request, we have prepared an appraisal report for the captioned property, comprised of 10.03 acres of vacant "RC; Rural Commercial" zoned land, situated at the terminus of Zimmer Road, 915 feet from its intersection with Pugsley Road.

The purpose of this appraisal report is to develop an opinion of the market value of the fee simple interest in the subject property, as of March 26, 2024. The report describes the scope of the appraisal, the techniques of valuation and the reasoning leading to the opinion of value. This letter does not in itself constitute an appraisal. Rather, it serves to transmit the following appraisal report.

We have conducted an analysis of the physical aspects of the property and reviewed relevant market and economic considerations. This report contains detailed descriptions of the approaches relied upon in arriving at our opinion of market value for the subject property.

The subject property is more fully described within the attached appraisal report. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.



**OPINION OF MARKET VALUE**

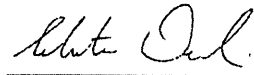
The results of this appraisal report are presented as follows:

PROPERTY RIGHTS APPRAISED	Fee Simple
EFFECTIVE DATE	March 26, 2024
OPINION OF VALUE	\$290,000
PER ACRE	\$29,000

This appraisal has been prepared to conform to the Uniform Standards of Professional Appraisal Practice (USPAP), adopted by the Appraisal Standard Board of the Appraisal Foundation, and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The opinions of value expressed herein, are subject to the assumptions and limiting conditions, definitions, market research, analysis of data, and conclusions contained in the attached appraisal report.

If there are any questions regarding this appraisal report, please do not hesitate to contact the office. We appreciate having had this opportunity to be of service to you in this matter.

Sincerely,



Salvatore DeSiena  
NY State Certified General Real Estate Appraiser No. 46-51319



Al DeKrey, MAI  
State Certified General Real Estate Appraiser No. 46-08839