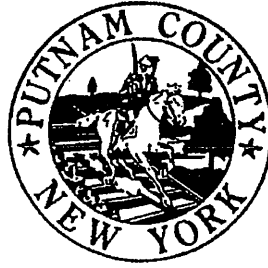


THE PUTNAM COUNTY LEGISLATURE

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

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



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

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

Tuesday March 4, 2025 7:00 P.M.

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

PROCLAMATION

Developmental Disabilities Month

4. Acceptance of Minutes – Special Mtg – Adopt Budget – October 29, 2024
Special Mtg – December 10, 2024
Special Mtg – December 30, 2024
Regular Mtg – February 4, 2025
5. Correspondence
 - a) County Auditor
6. Pre-filed resolutions:

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

- 6a. Approval – Acceptance of Amendment B for 2022-2023 Snow & Ice Agreement with New York State
- 6b. Approval – Acceptance of Amendment B for 2023-2024 Snow & Ice Agreement with New York State

- 6c. **Authorizing the Implementation, and Funding in the First Instance 100% of the Federal-Aid and State-Aid Eligible Costs, of a Transportation Federal-Aid and/or State-Aid Transportation Project, and Appropriating Funds Therefore (East Branch Road over Haviland Hollow Brook Superstructure Replacement (BRIDGENY) PIN 8763.60)**
- 6d. **Authorizing the Implementation, and Funding in the First Instance 100% of the Federal-Aid and State-Aid Eligible Costs, of a Transportation Federal-Aid and/or State-Aid Transportation Project, and Appropriating Funds Therefore (Peekskill Hollow Road over Peekskill Hollow Creek Bridge Repairs (BRIDGENY) PIN 8763.61)**
- 6e. **Approval – Operating Assistance Pursuant to Title 49 United States Code, Section 5311 – Consolidated Grant Application for Federal Fiscal Years (FFYs) 2024 and 2025**
- 6f. **Approval – SEQRA – Negative Declaration – Peekskill Hollow Road Over Wicopee Brook Culvert Replacement**
- 6g. **Approval – SEQRA – Negative Declaration – Snake Hill Road over Philipse Brook Culvert Replacement**
- 6h. **Support - Approve Continuing the Putnam County Parking and Transfer Program and the Intercity Bus/Mass Transportation Joint Service Agreement to Operate the Croton Falls Commuter Shuttle and Park & Ride Facilities**
- 6i. **Approval – Lead Agency – SEQRA Determination – Terry Hill Road (CR46) and NYS Route 311 Intersection Improvements**
- 6j. **Approval – Ratification of Application for 2025 Grant Funds Available through the New York State County Infrastructure Grant Program (Terry Hill Road (CR 46) and NYS Route 311 Intersection Improvement Project)**
- 6k. **Approval – Lead Agency – SEQRA Determination Exterior Restoration of the Historic Putnam County Courthouse Project – Town of Carmel**
- 6L. **Approval – Lease Agreement – Putnam Community Action Partnership/WestCOP**
- 6m. **Approval – Lease Agreement – Cornell Cooperative Extension of Putnam County**
- 6n. **Approval – Lease Agreement – United for the Troops**

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

- 6o. **Approval – Budgetary Amendment (25A007) – Social Services – Safe Harbor**
- 6p. **Approval – Budgetary Amendment (25A008) – Department of Social Services – Child Advocacy Center**

- 6q. **Approval – Budgetary Amendment (25A009) – Department of Social Services – Child Advocacy Center - Crime Victims Board**
- 6r. **Approval – Budgetary Amendment (25A010) – Department of Social Services – Putnam County’s Code Blue Allocation**
- 6s. **Approval – Budgetary Amendment (25A011) – Department of Social Services – Putnam County’s Administration for Community Living – American Rescue Plan Act Adult Protective Services Grant Allocation**
- 6t. **Approval – Budgetary Amendment (25A012) - Department of Social Services – Amend 2025 Mental Health Budget to Reflect Adjusted State Aid Levels**
- 6u. **Approval – Budgetary Amendment (25A013) – Department of Social Services – 2024-2025 New York State Rental Supplement Program Allocation**
- 6v. **Approval – Budgetary Amendment (25A016) – Sienna College Contract – Community Health Survey for Putnam County**
- 6w. **Approval – Fund Transfer (24T536) – Department of Social Services – Committee on Special Education – Day Care**
- 6x. **Approval – Fund Transfer (24T537) – Department of Social Services – Miscellaneous – Contracts – Cover Projected Costs**
- 6y. **Approval – Victims Services Grant Renewal – Department of Social Services**

PERSONNEL COMMITTEE
(Chairman Jonke, Legislators Addonizio & Gouldman)

- 6z. **Approval – Budgetary Amendment (25A015) – Department of Social Services – Child Advocacy Center – NYS Office of Children & Family Services (OCFS) Supplemental Grant – Staff Retention Bonus**
- 6aa. **Approval – Confirmation – Appointment – Director of the Office for Senior Resources**
- 6bb. **Approval – Confirmation – Appointment – Public Health Director**
- 6cc. **Approval – Budgetary Amendment (25A005) – Health Department – Reclassification - New Public Health Director & Medical Consultant**
- 6dd. **Ratification of Civil Service Employee’s Association, Inc. (CSEA) Collective Bargaining Agreement**
- 6ee. **Approval – Budgetary Transfer (25T032) – Finance - Civil Service Employee’s Association, Inc. (CSEA) Contract Settlement**

- 6ff. **Approval – Fund Transfer (25T037) – OSR – Personnel - Reallocate Salaries to Appropriate Grant**

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

- 6gg. **Approval – Budgetary Amendment (25A014) – Sheriff’s Office – GPS Technology for Putnam County Patrol Fleet**

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

- 6hh. **Approval – Budgetary Amendment (24A135) – County Attorney – Legal Services**
(Tabled from January Audit Mtg to February Rules Mtg)
- 6ii. **Approval – Budgetary Amendment (25A006) – Veterans Service Agency – Peer to Peer Program**
- 6jj. **Approval – Resolution Authorizing a Moratorium on the Implementation of Certain Provisions of the Legislative Manual**
- 6kk. **Approval - Amendment of Legislative Manual – Public Comment During Legislative Sessions and Committee Meetings Prior to taking a Vote**
- 6LL. **Approval – Amendment of Legislative Manual – Live Streaming Legislative Sessions, Public Meetings and Public Hearings**

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

- 6mm. **Approval – Budgetary Amendment (24A136) – Finance – Year End Journal Entry #2**
- 6nn. **Approval – Budgetary Amendment (25A017) – Planning – State and Municipal (SAM) Facilities Grant Program – Putnam County Veterans’ Museum Quonset Hut**
- 6oo. **Approval – Budgetary Amendment (25A018) – DPW – East Branch Road over Haviland Hollow Brook Superstructure Replacement – Town of Patterson PIN 8763.60**
- 6pp. **Approval – Budgetary Amendment (25A019) – DPW – Peekskill Hollow Road over Peekskill Hollow Creek Bridge Repairs – Town of Putnam Valley PIN 8763.61**

- 6qq. Approval – Budgetary Amendment (25A020) – Department of Social Services – Mental Health OASAS Abatement Funds – Support LOSS Team and Project HOPE**
- 6rr. Approval – Budgetary Amendment (25A021) – Finance – Legal Aid Society – Indigent Legal Services**
- 6ss. Approval – Putnam County’s Request to Extend the 1% Increased County Sales Tax for an Additional Three Years**
- 6tt. Approval – DSS – Authorization to Establish a Youth Bureau Petty Cash Account**
- 6uu. Approval – Putnam County to Serve as Sponsor – FY2022 EPA STAG Grant Funding – Hudson Valley Shakespeare**
- 6vv. Approval - Authorizing the Filing of an Application for a State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Master Grant Contract, Under the Appropriate Laws of New York State**
- 7. Other Business**
- 7a. Approval – Amended Tax Collector Warrant – Town of Putnam Valley - Enter into 2024 Book of Proceedings**
- 7b. Approval – Putnam County Legislature – Retainer of Abrams Fensterman LLP – Motion to Intervene in Action Titled Firriolo v. Kevin Byrne et al, Index #500316/2025**
- 8. Recognition of Public on Agenda Items**
- 9. Recognition of Legislators**
- 10. Adjournment**

Proclamation

March as Developmental Disabilities Awareness Month

WHEREAS, individuals with developmental disabilities are valued members of our communities; and
WHEREAS, it is essential to recognize the inherent worth and potential of every individual, regardless of ability; and
WHEREAS, Putnam County strives to build acceptance and inclusion in all aspects of society, not only because it is right, but because it brings potential for growth and understanding; and
WHEREAS, Putnam County realizes that all its residents, non-disabled and disabled alike are a most important resource; striving to "Think Differently" daily; and
WHEREAS, raising awareness about developmental disabilities fosters understanding, acceptance, and inclusion; and
WHEREAS, promoting the rights and opportunities of individuals with developmental disabilities ensures they can lead fulfilling and independent lives; and
WHEREAS, increasing public awareness can help to break down barriers and increase support for those with developmental disabilities; and their families; and
WHEREAS, March provides a dedicated time to celebrate the achievements and contributions of people with developmental disabilities, and to address the challenges they may face; now therefore be it
RESOLVED, that the Putnam County Executive and Putnam County Legislature do hereby proclaim March 2025 as Developmental Disabilities Awareness Month and commend our local service providers, schools and organizations for the valuable services they provide to people with disabilities, their families, and the community.

Kevin Byrne, Putnam County Executive

Amy E. Sayegh, Chair, Putnam County Legislature

#4(1)

SPECIAL MEETING
OF THE
PUTNAM COUNTY LEGISLATURE
CALLED BY THE CLERK AT THE REQUEST OF THE CHAIRMAN
FOR THE ADOPTION OF THE 2025 BUDGET
HELD IN THE
HISTORIC COURTHOUSE
CARMEL, NEW YORK 10512

Tuesday October 29, 2024 7:00 p.m.

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

Chairman Jonke read a statement from Legislator Crowley stating that she was unable to attend the meeting due to a death in the family.

Chairman Jonke read a statement from Legislator Nacerino about the budget process which included a statement that she was unable to attend the Adopt the Budget meeting due to an acute eye infection.

Item #4 - Pre-filed Resolutions

BUDGET & FINANCE COMMITTEE
(All Members)

Item #4a - Health Department – NYC DEP Grant – Adjust Revenue was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #233

Health Department

	FROM:	TO:
NYC Department of Environmental Protection (DEP) Grant Revenue 12401002 422801 10050	(230,000)	(270,000)

A DIFFERENCE OF: (40,000)

Public Health Infrastructure Grant Public Health Emergency Preparedness (PHEP) Revenue 26401001 444892 10205	(258,110)	(216,851)
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A DIFFERENCE OF: 41,259

A TOTAL DIFFERENCE OF: 1,259

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4b - Youth Bureau – Pegasus Program – Adjust to Proper Account - Move \$1,000 from Promotional Materials to Miscellaneous was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #234

Youth Bureau

	FROM:	TO:
Pegasus Program Promotional Materials (Move to Proper Account) 10088000 54329	1,000	0
Miscellaneous 10088000 54989	2,000	3,000

A DIFFERENCE OF: 0

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4c - Mental Health Administration – OASAS Abatement Funds – Correct Revenue - Reduce Revenue from \$284,153 to \$218,179 was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #235

Mental Health Administration

	FROM:	TO:
OASAS Abatement Funds Correct Revenue 10431000 434983 10206	(284,153)	(218,179)

A DIFFERENCE OF: 65,974

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4d - Mental Health Administration – Vehicle Leasing/Rental – Increase from One (1) Vehicle to Two (2) Vehicles as Requested – From \$8,000 to \$16,560 was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #236

Mental Health Administration

	FROM:	TO:
Vehicle Leasing/Rental (Include 2 nd Car Requested) 10431000 54210	8,000	16,560

A DIFFERENCE OF: 8,560

Adjust Revenue Accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4e - Office For Disabled – Computer Equipment – Not Covered by Grant – Move to DGS and Designate for Office For Disabled was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #237

Office For Disabled

	FROM:	TO:
Computer Equipment 10198900 52130	1,650	0
IT Computer Equipment 10168000 52130 (Move to DGS & Designate for Office for Disabled)	0	1,650

A DIFFERENCE OF: 0

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4f - Social Services Department Administration – Computer Equipment – Increase from \$0 to \$47,500 – Restore to Requested Amount was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #238

Social Services Department – Administration

	FROM:	TO:
Computer Equipment 10104000 52130	0	23,750
Computer Equipment 10120000 52130	0	23,750

A DIFFERENCE OF: 47,500
(Restore to Requested Amount)

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4g - Social Services Department Administration – Chargeback Contracts - Increase to Requested Two (2) Special Patrol Officers (SPO) – from \$68,632 to \$82,076 was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

Legislator Gouldman stated that this is actually a wash because the revenue line is adjusted for the same amount in Item #4jj.

RESOLUTION #239

Social Services Department – Administration

	FROM:	TO:
Chargeback Contracts (Restore to requested two (2) Special Patrol Officers) 10120000 55646	68,632	82,076

A DIFFERENCE OF: 13,444

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4h - Social Services Department – Juvenile Delinquent & PINS – Move to Proper Account - Move Miscellaneous amount of \$153,212 to Contracts was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #240

Social Services Department

	FROM:	TO:
Juvenile Delinquent & PINS (Move to Proper Account) Miscellaneous 10612300 54989	153,212	0
Contracts 10612300 54646	0	153,212

A DIFFERENCE OF: 0

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4i – Social Services Department – Putnam Workforce Partnership – Correct Revenue Accounts - WIA Adult CFDA 17.258 and WIA Dislocated Worker was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #241

Social Services Department

	FROM:	TO:
Putnam Workforce Partnership WIA Adult CFDA 17.258 Correct Revenue 10629300 447912	(71,926)	(76,866)

A DIFFERENCE OF: (4,940)

WIA Dislocated Worker 17.260 Correct Revenue 10629300 447917	(164,833)	(176,154)
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A DIFFERENCE OF: (11,321)

A TOTAL DIFFERENCE OF: (16,261)

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4j – County Clerk – Contingency Fund - 2.75% COLA Increase – Move out of Subcontingency was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #242

Contingency Fund

	FROM:	TO:
Subcontingency 10199000 54990 (County Clerk 2.75% COLA)	4,391	0

A DIFFERENCE OF: (4,391)

County Clerk 10141000 51000 (101) (2.75% COLA Increase)	148,312	152,391
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FICA 10141000 58002	0	312
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A DIFFERENCE OF: 4,391

A TOTAL DIFFERENCE OF: 0

Adjust fringes and revenue accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4k – Sheriff - Contingency Fund – 2.75% COLA Increase – Move out of Subcontingency. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #243

Contingency Fund

	FROM:	TO:
Subcontingency 10199000 54991 (Sheriff 2.75% COLA)	5,043	0

A DIFFERENCE OF: (5,043)

Sheriff 10311000 51000 (101) (2.75% COLA Increase)	170,376	175,061
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FICA 10311000 58002	0	358
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A DIFFERENCE OF: 5,043

A TOTAL DIFFERENCE OF: 0

Adjust fringes and revenue accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4L – Coroners - Contingency Fund – 2.75% COLA Increase – Move out of Subcontingency was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #244

Contingency Fund

	FROM:	TO:
Subcontingency 10199000 54992	2,280	0

(Coroners 2.75% COLA)

A DIFFERENCE OF: (2,280)

Coroner 10118500 51000 (101) (2.75% COLA Increase)	25,688	26,394
Coroner 10118500 51000 (102) (2.75% COLA Increase)	25,688	26,394
Coroner 10118500 51000 (103) (2.75% COLA Increase)	25,688	26,394
FICA 10118500 58002	0	162

A DIFFERENCE OF: 2,280

A TOTAL DIFFERENCE OF: 0

Adjust fringes and revenue accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4m – Legislature/Auditing - Contingency Fund – Legislators 2.75% COLA Increase – Move out of Subcontingency was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

Legislator Gouldman stated that we currently have two (2) union contracts that expired; PCSEA and CSEA. He did not feel comfortable supporting this until these contracts are settled.

Legislator Montgomery made a motion to separate the vote.

Chairman Jonke questioned in what way.

Legislator Montgomery stated that we have the Legislators salary and stipend in the same vote.

Chairman Jonke explained that the stipend is attached to the Legislators salary by Charter.

Legislator Montgomery clarified that the stipend was connected to the Chairman's salary. She stated that she would like to vote on the Legislators increase and separate the Legislative Stipend for the Chairman.

Chairman Jonke questioned Legislative Counsel Firriolo if it was possible to separate those two (2).

Legislative Counsel Firriolo stated that the rule states that a request to divide the question shall be granted as long as it is feasible.

County Auditor Alfano-Sharkey stated that the Chairman's stipend is tied to the Legislators salary.

Legislative Clerk Schonfeld stated that it is 25% of the salary.

Chairman Jonke stated in reference to Legislator Gouldman's comment that the Legislature does not negotiate the contracts. It is up to the County Executive.

RESOLUTION #245

Contingency Fund

	FROM:	TO:
Subcontingency		
10199000 54997	12,467	0
(Legislators 2.75% COLA)		
A DIFFERENCE OF: (12,467)		
Legislators		
(2.75% COLA Increase)		
10101001 51000 (101)	45,518	46,770
10101001 51000 (102)	45,518	46,770
10101001 51000 (103)	45,518	46,770
10101001 51000 (104)	45,518	46,770
10101001 51000 (105)	45,518	46,770
10101001 51000 (106)	45,518	46,770
10101001 51000 (107)	45,518	46,770
10101001 51000 (108)	45,518	46,770
10101001 51000 (109)	45,518	46,770
Legislative Stipend		
10101001 51000 (190)	11,380	11,693
FICA		
10101001 58002	0	886

A DIFFERENCE OF: 12,467

A TOTAL DIFFERENCE OF: 0

Adjust fringes and revenue accordingly.

BY ROLL CALL VOTE: FIVE AYES. TWO NAYS – LEGISLATORS GOULDMAN & MONTGOMERY. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4n – Legislature/Auditing – Contingency Fund – Legislative Staff 2.75% COLA Increase – Move out of Subcontingency was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #246

Contingency Fund

	FROM:	TO:
Subcontingency 10199000 54997 (Legislature/Auditing 2.75% COLA)	10,368	0
A DIFFERENCE OF: (10,368)		
Clerk to Legislature 10101001 51000 (110) (2.75% COLA Increase)	116,762	119,973
Deputy Clerk 10101001 51000 (111) (2.75% COLA Increase)	95,361	97,983
Administrative Assistant 10101001 51000 (113) (2.75% COLA Increase)	65,571	67,374
Administrative Assistant 10101001 51000 (114) (2.75% COLA Increase)	72,530	74,525
FICA 10101001 58002	0	737

A DIFFERENCE OF: 10,368

A TOTAL DIFFERENCE OF: 0

Adjust fringes and revenue accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4o – Legislature/Auditing – Contingency Fund – County Auditor & Staff 2.75% COLA Increase – Move out of Subcontingency. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

Chairman Jonke stated when he submitted the budget, as was done by all Chairs in previous years, it was requested of the County Executive that whatever cost-of-living adjustment he was going to give management employees he should apply the same percentage to the Legislative Staff, Auditing Staff and the Legislators. He explained that it was not done and that is what is being done now.

RESOLUTION #247

Contingency Fund

	FROM:	TO:
Subcontingency 10199000 54997 (Legislature/Auditing 2.75% COLA)	9,163	0
A DIFFERENCE OF: (9,163)		
County Auditor 10132000 51000 (101) (2.75% COLA Increase)	130,305	133,888
Deputy County Auditor 10132000 51000 (103) (2.75% COLA Increase)	107,120	110,066
Audit Manager 10132000 51000 (102) (2.75% COLA Increase)	72,100	74,083
FICA 10132000 58002	0	651

A DIFFERENCE OF: 9,163

A TOTAL DIFFERENCE OF: 0

Adjust fringes and revenue accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4p – County Executive - Contingency Fund – 2.75% COLA Increase – Move out of Subcontingency was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

Legislator Gouldman stated that this is the same scenario. There are outstanding contracts; PCSEA and CSEA. He stated that he did not support this until the contracts were negotiated.

Legislator Castellano stated that Legislator Gouldman makes a good point. He stated that the County Executive is part of the negotiations.

Chairman Jonke concurred with Legislator Gouldman.

Contingency Fund

	FROM:	TO:
Subcontingency		
10199000 54993	5,211	0
(County Executive 2.75% COLA)		
A DIFFERENCE OF: (5,211)		
County Executive		
10123000 51000 (101)	176,022	180,863
(2.75% COLA Increase)		
FICA		
10123000 58002	0	370

A DIFFERENCE OF: 5,211

A TOTAL DIFFERENCE OF: 0

Adjust fringes and revenue accordingly.

BY ROLL CALL VOTE: ONE AYE – LEGISLATOR MONTGOMERY. SIX NAYS – LEGISLATORS ADDONIZIO, CASTELLANO, ELLNER, GOULDMAN, SAYEGH & CHAIRMAN JONKE. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION FAILS.

Item #4q – Veterans Service Agency – Temporary – Increase to Requested Amount was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #248

Veterans Service Agency

	FROM:	TO:
Temporary		
10651000 51094	15,000	30,000
(Restore to Requested Amount)		
FICA		
10651000 58002	0	1,148

A DIFFERENCE OF: 16,148

Adjust fringes and revenue accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT.
MOTION CARRIES.

Item #4r – Veterans Home – Zero Out Natural Gas, Electric & Security Monitoring and Rental lines – Accounted for by DGS was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #249

Veterans Home

	FROM:	TO:
(Accounted for by DGS)		
Natural Gas		
10651100 54630	5,000	0
Electric		
10651100 54631	4,700	0
Security Monitoring & Rental		
10651100 54637	2,500	0

A DIFFERENCE OF: (12,200)

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT.
MOTION CARRIES.

Item #4s – Sheriff’s Department Communications – Crisis Intervention Teams Grant – Federal Aid – Reduce Revenue was next.

RESOLUTION #250

Sheriff’s Department - Communications

	FROM:	TO:
Crisis Intervention Teams Grant		
Federal Aid – CFDA 16.710 CIT		
Revenue		
13311000 444900 10211	(44,500)	(37,610)

A DIFFERENCE OF: 6,890

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT.
MOTION CARRIES.

Item #4t – Sheriff’s Department Communications – Threat Assessment Mgmt Grant – Correct Revenue was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #251

Sheriff’s Department - Communications

	FROM:	TO:
Threat Assessment Mgmt Grant Homeland Security SHSP Correct Revenue 13311000 440891 10218	(85,845)	(104,215)

A DIFFERENCE OF: (18,370)

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4u – Sheriff’s Department Civil Division – Increase Temporary to Requested Amount was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #252

Sheriff’s Department – Civil Division

	FROM:	TO:
Temporary (Restore to Requested Amount) 15311000 51094	22,140	24,000

A DIFFERENCE OF: 1,860

Adjust Fringes accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4v – Sheriff Patrol Services State – Police Traffic Services Program (Traffic Safety Grant) and Buckle Up Grant - Adjust Revenue and Overtime to Reflect Awarded Grants was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

RESOLUTION #253

Sheriff Patrol Services State

(Adjust Revenue & Overtime to Reflect Awarded Grants)

	FROM:	TO:
Police Traffic Services Program		

(Traffic Safety Grant)		
Police Traffic Serv CFDA20.600		
Revenue		
17311002 443893 10021	(12,144)	(12,760)
Overtime		
17311002 51093 10021	12,144	12,760
Buckle Up Grant		
Revenue		
17311002 443899 10024	0	(4,400)
Overtime		
17311002 51093 10024	0	4,400

A DIFFERENCE OF: 0

Adjust Fringes accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4w – Sheriff Security Services – Increase Temporary to Account for Special Police Officer (SPO) Hourly Rate Increase was next. On behalf of the Budget & Finance Committee, Chairman Jonke moved the following:

Legislator Montgomery questioned if this affected the chargebacks to the schools. She wondered if it involved the SPO's rate for the schools.

Chairman Jonke stated that he could not answer that.

Legislator Montgomery stated that she would get the answer to that.

RESOLUTION #254

Sheriff Security Services

	FROM:	TO:
Temporary		
(Account for SPO Hourly Rate Increase)		
19311000 51094	145,000	186,000
FICA		
19311000 58002	21,164	24,301

Adjust fringes accordingly.

A DIFFERENCE OF: 44,137

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4x – District Attorney – Increase salary from \$5,000 to \$8,000 – No Proposed Stipend of \$5,000 was next. Chairman Jonke moved the following:

Legislator Gouldman explained that this person works 24/7, being on call all the time.

RESOLUTION #255

District Attorney

	FROM:	TO:
Chief Assistant DA 10116500 51000 (9103) (No Proposed Stipend of \$5,000 – Partially Adjust to Requested Amount)	5,000	8,000
FICA 10116500 58002	0	230

A DIFFERENCE OF: 3,230

Adjust fringes & revenue accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4y – Health Department – Nursing – Requested Reclass to Supervising Public Health Nurse of \$7,000 and Upgrades for all Nurses \$63,560 – Move to Subcontingency was next. Chairman Jonke moved the following:

Legislator Gouldman explained that there are currently three (3) vacancies in the Nursing Department. He stated that they cannot find anyone to fill these positions. He stated that the Personnel Department believes that it is the current salary that is causing this problem. He stated that he would support this to hopefully recruit nurses and bring the salary up to the current salary in the area.

Legislator Montgomery hoped that this could be moved out of subcontingency as soon as possible and into the budget so we can hire nurses in order to avoid cutting programs.

Legislator Ellner stated that he supports this. He stated that in addition to pay disparities, he believed one (1) of the reasons we cannot hire, for a lot of our positions, is due to medical contributions being too high.

Chairman Jonke stated that Putnam County residents rely on our Health Department for the overall health and wellbeing of our population. He stated that it was a shame that this was not included in the tentative budget. He stated that these nurses are a vital part of our Health Department. He believed there would be comments made about the money

the Legislature is putting into the budget tonight that we are voting on. He explained that he believed these items should have been included in the tentative budget.

RESOLUTION #256

Health Department – Nursing

	FROM:	TO:
Requested Reclass to Supervising Public Health Nurse \$7,000 and Upgrades for all Nurses \$63,560		
Move to Subcontingency		
10199000 54987	0	70,560

A DIFFERENCE OF: 70,560

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4z – Mental Health – OASAS Abatement – Youth Director – Split with Youth Bureau & DSS – Increase from \$6,192 to \$11,192 was next. Chairman Jonke moved the following:

RESOLUTION #257

Mental Health – OASAS Abatement

	FROM:	TO:
Youth Director (731010904)		
Split with Youth Bureau & DSS		
(covered by Opioid Abatement Funds)		
10431000 51000 10206	6,192	11,192
FICA		
10431000 58002 10206	0	383

A DIFFERENCE OF: 5,383

Adjust fringes & revenue accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4aa – Mental Health – OASAS Abatement – Reclass to Director of CAC – Split with CAC & DSS Administration – Increase from \$11,729 to \$16,729 was next. Chairman Jonke moved the following:

RESOLUTION #258

Mental Health – OASAS Abatement

	FROM:	TO:
Reclass to Director of CAC (601303103)		

Split with CAC & DSS Adm (Covered by OASAS Abatement Funds) 10431000 51000 10206	11,729	16,729
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FICA 10431000 58002 10206	0	383
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A DIFFERENCE OF: 5,383

Adjust fringes & revenue accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4bb – Mental Health – OASAS Abatement – Fiscal Manager – Split with Mental Health & DSS Administration – Increase from \$7,540 to \$12,717 was next. Chairman Jonke moved the following:

RESOLUTION #259

Mental Health – OASAS Abatement

	FROM:	TO:
Fiscal Manager (601020924) Salary Adjustment Split with Mental Health & DSS Adm (Covered by OASAS Abatement Funds) 10431000 51000 10206	7,540	12,717

FICA 10431000 58002 10206	0	396
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A DIFFERENCE OF: 5,573

Adjust fringes & revenue accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4cc – Mental Health – OASAS Abatement – Revenue – 100% Funded for Changes to Youth Director, Director of CAC and Fiscal Manager was next. Chairman Jonke moved the following:

RESOLUTION #260

Mental Health – OASAS Abatement

	FROM:	TO:
Revenue 100% Funded for Changes to Youth Director, Director of CAC and		

Fiscal Manager
10431000 434983 10206 (218,179) (234,578)

A DIFFERENCE OF: (16,399)

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT.
MOTION CARRIES.

Item #4dd – Bureau of Emergency Services – Public Information Officer Stipend – Move to Subcontingency was next.

RESOLUTION #261

Bureau of Emergency Services

	FROM:	TO:
Public Information Officer Stipend 10398900 51000 (123010907)	2,500	0
Subcontingency 10199000 54987	0	2,500

A DIFFERENCE OF: 0

Adjust fringes & revenue accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT.
MOTION CARRIES.

Item #4ee – Bureau of Emergency Services – Confidential Secretary – Salary Adjustment - Increase from \$2,500 to \$7,500 was next. Chairman Jonke moved the following:

Legislator Gouldman explained that a few years ago we had an account clerk with this position. He stated that the account clerk position was eliminated. Ultimately, we will still be saving money by not having that position, therefore, he would be supporting this.

RESOLUTION #262

Bureau of Emergency Services

	FROM:	TO:
Confidential Secretary 10398900 51000 (909)	2,500	7,500
FICA 10398900 58002	0	383

A DIFFERENCE OF: 5,383

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT.
MOTION CARRIES.

Item #4ff – Sheriff’s Department Bureau of Criminal Investigation – Deputy Sheriff Criminal Investigator – Restore Requested Position was next. Chairman Jonke moved the following:

Legislator Gouldman explained that there was a situation in Putnam Valley and Northern Westchester County today which led to an investigation. He stated that he would support this.

Legislator Montgomery stated that she would be supporting this. She believed that we needed to give the Sheriff the tools that he needs. She explained that positions were eliminated in the past during a previous Sheriff’s rein that we are now putting back in.

Legislator Sayegh stated that the Sheriff presented a compelling argument and discussed the facts and figures and need for this position. She stated that there is an increase in caseload for these investigators. She stated that she supported this position.

Chairman Jonke stated that Sheriff McConville has shone himself to be a fiscally responsible Sheriff. He stated that he got control of the overtime issues we had in the Sheriff’s Office. He stated that when he comes forward with a request like this, it is for the safety of our residents in Putnam County. He explained that we know what is going on around us and he believed that sooner or later it would encroach into Putnam County. He stated that if we need more personnel to protect our citizens, we need to support that. He explained that the Deputy County Executive could not give a clear explanation of why this was not included in the tentative budget. He stated that Legislator Montgomery made a comment that we cut personnel. He stated that he has been here for eight (8) years and stated that we never cut personnel in the Sheriff’s Office. He believed the previous Sheriff was not fiscally responsible which may be the reason he did not get everything he asked for.

RESOLUTION #263

Sheriff’s Department – BCI

	FROM:	TO:
Deputy Sheriff Criminal Investigator 32311000 51000 (118) (Restore Requested Position)	0	127,783
Adjust fringes & revenue accordingly.	0	59,517

A DIFFERENCE OF: 187,300

BY ROLL CALL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4gg – Sheriff’s Department – Amend Salaries of Captains, Correction Captains, Lieutenants and Undersheriff keeping a Pay Differential Similar to that of Resolutions #177 & #178 of 2014 was next. Chairman Jonke moved the following:

Chairman Jonke explained that this is in keeping with a promise that was made 10 years ago by Resolution of the Legislature.

RESOLUTION #264

Sheriff's Department

(Amend Salaries keeping Pay
Differential Similar to Resolutions
#177 & #178 of 2014)

	FROM:	TO:
Road Patrol Captain 10311000 51000 (103)	145,519	154,758
Criminal Investigator Captain 10311000 51000 (114)	145,519	154,758
Operations Captain 10311000 51000 (127)	145,519	154,758
Civil Bureau Captain 10311000 51000 (128)	145,519	154,758
Undersheriff 10311000 51000 (102)	153,766	162,497
FICA 10311000 58002	0	3,495

Corrections Facilities

Correction Captain 10315000 51000 (101)	145,518	154,758
Correction Lieutenant 10315000 51000 (106)	141,353	143,295
Correction Lieutenant 10315000 51000 (109)	141,353	143,295
FICA 10315000 58002	0	1,004

A DIFFERENCE OF: 63,310.

Adjust fringes & revenue accordingly.

**BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT.
MOTION CARRIES.**

Item #4hh – County Executive – Confidential Secretary – Salary Adjustment Increase from \$4,437 to \$6,192 was next. Chairman Jonke moved the following:

RESOLUTION #265

County Executive

	FROM:	TO:
Confidential Secretary 10123000 51000 (106)	4,437	6,192
FICA 10123000 58002	0	134

A DIFFERENCE OF: 1,889

Adjust fringes & revenue accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4ii – Law Department – Senior Deputy County Attorney – Remove \$5,000 Salary Adjustment was next. Chairman Jonke moved the following:

Legislator Montgomery made a motion to add the \$5,000 back into the budget; seconded by Legislator Gouldman.

Legislator Montgomery stated that it appears to be retaliatory. She stated that we have not done this with any other position across the board in the personnel budget. She stated that we have added more to some of the salaries. She believed it looked retaliatory because of the conflict that some of the Legislators have with the Law Department.

Chairman Jonke stated that this was a merit raise proposed by the County Attorney who did not attend any of our meetings. He stated that it is for an employee who is not full time who receives health benefits, and does not work out of the County Attorney's office. He did not believe this person deserved a merit raise.

Legislator Sayegh clarified that this person is receiving a cost-of-living adjustment (COLA).

Chairman Jonke called for a Roll Call Vote on the amendment.

By Roll Call Vote: Two Ayes – Legislators Gouldman and Montgomery. Five Nays – Legislators Addonizio, Castellano, Ellner, Sayegh and Chairman Jonke. Legislators Crowley and Nacerino were absent. Motion Fails.

Chairman Jonke called for a discussion on the original resolution.

Legislator Sayegh stated as mentioned by Chairman Jonke, the County Attorney did not come to the meeting to advocate for staff raises, therefore, she could not justify this merit raise.

Chairman Jonke explained that the County Attorney did not even send anyone to our meeting.

Chairman Jonke called for a Roll Call Vote on the resolution.

RESOLUTION #266

Law Department

	FROM:	TO:
Senior Deputy County Attorney 10142000 51000 (919) (Remove Salary Adjustment)	5,000	0

FICA 10142000 58002	383	0
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A DIFFERENCE OF: (5,383)

Adjust fringes & revenue accordingly.

BY ROLL CALL VOTE: FIVE AYES. TWO NAYS – LEGISLATORS GOULDMAN & MONTGOMERY. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4jj – Adjustments from Finance Commissioner – Correct Revenues and Appropriations to Various Accounts was next.

RESOLUTION #267

CORRECT APPROPRIATIONS FOR THE FOLLOWING:

Mental Health Administration

	FROM:	TO:
NYSDHSES – Threat Assessment Mgmt Licensing Software 10033000 54783 10218	200	0

Software & Accessories 10033000 54783	0	200
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OSR Putnam Senior Corps

Vision 10677300 58009	242	0
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Recreation for the Elderly

Life Insurance 10762000 58007 10187	540	0
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A DIFFERENCE OF: (782)

CORRECT REVENUES FOR THE FOLLOWING:

Sheriff Security Services DSS

	FROM:	TO:
Central Serv. Internal Chargebacks 19005060 412941	(68,632)	(82,076)

Sheriff – BCI Women’s Resource Center Federal Aid – Other PS 32311000 44389 10174	(29,176)	(29,184)
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Sheriff License Plate Reader State Aid SAMS Grant 32311000 437897 10181	(1,546)	0
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<u>Jail</u> SCAAP Grant – Criminal Alien CFDA 16.572 10315001 44389F 10032	(164,708)	(137,764)
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<u>Probation</u> Stop DWI Fines 10331500 426151	(81,075)	(81,100)
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<u>Mental Health Administration</u> Crisis Intervention Teams Grant Federal Aid – CFDA 16.710 CIT 10431000 444900 10211	(141,361)	(117,857)
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<u>Social Security Dept Administration</u> Warming Shelters Admin Social Services 10120000 436101 10130	(186,832)	(186,829)
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<u>DSS Grants</u> Child Advocacy Center 22070000 436233	(201,842)	(175,663)
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Crime Victims Board 22071000 446131	(388,552)	(415,530)
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<u>Youth Program</u> State Aid Other 10731000 430890 10182	(10,333)	0
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A DIFFERENCE OF: 48,054

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT.
MOTION CARRIES.

Item #4kk – Adjustments from DGS Commissioner – Properly Classify Leased Vehicles in Health Department was next. Chairman Jonke moved the following:

RESOLUTION #268

Health Department

(Properly Classify Leased Vehicles)

	FROM:	TO:
Vehicle Leasing/Rental 11401000 54210	6,700	13,400

Environmental Health

Vehicle Leasing/Rental 12401000 54210	27,000	20,100
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Early Intervention Program

Vehicle Leasing/Rental 10405900 54210	8,100	8,300
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A DIFFERENCE OF: 0

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT.
MOTION CARRIES.

Item #4LL – County Clerk – Confidential Secretary – Salary Adjustment Increase from \$4,263 to \$6,022 – Proposed by Chairman Jonke was next. Chairman Jonke moved the following:

Chairman Jonke stated that this is to keep parity with the increase the Legislature gave to the County Executive's Confidential Secretary.

RESOLUTION #269

County Clerk

	FROM:	TO:
Confidential Secretary 10141000 51000 (904)	4,263	6,022

FICA 10141000 58002	0	135
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A DIFFERENCE OF: 1,894

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4mm - Legislature – Administrative Assistant – Increase Salary \$2,500 – Proposed by Legislator Nacerino was next. Chairman Jonke moved the following:

RESOLUTION #270

Legislature

	FROM:	TO:
Administrative Assistant 10101001 51000 (913)	0	2,500
FICA 10101001 58002	0	191

A DIFFERENCE OF: 2,691

Adjust fringes and revenue accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4nn – Contingency Fund – \$2,500 Stipend for Second Public Information Officer – Split Position - Place in Subcontingency – Proposed by Legislator Nacerino. Chairman Jonke moved the following:

RESOLUTION #271

Contingency Fund

	FROM:	TO:
Subcontingency 10199000 54987 (for 2 nd Public Information Officer (PIO) currently in Health Department)	0	2,500

A DIFFERENCE OF: 2,500

Adjust fringes & revenue accordingly.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4oo – Department of Public Works – Confidential Secretary – Salary Increase of \$2,500 – Proposed by Legislator Addonizio was next. Chairman Jonke moved the following:

RESOLUTION #272

Department of Public Works

	FROM:	TO:
Confidential Secretary 10149000 51000 (936)	0	2,500
FICA 10149000 58002	0	191

A DIFFERENCE OF: 2,691

Adjust fringes & revenue accordingly.

**BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT.
MOTION CARRIES.**

**Item #4pp – Libraries – Restore to Requested Amount – Increase of \$17,100 – Move from
Subcontingency – Proposed by Legislator Addonizio and Amended by Legislator
Montgomery was next. Chairman Jonke moved the following:**

RESOLUTION #273

Libraries

(Restore Funding to Requested Amount)

	FROM:	TO:
Telephone 25741000 54634	6,587	6,719
Licensing Software 25741000 54783	32,938	40,938
Literacy Volunteer 25741000 54948	10,804	11,020
Local History Genealogy 25741000 54949	2,745	2,800
County Contribution 25741000 54950	422,462	430,911
Reference Center 25741000 54997	12,406	12,654
Subcontingency Outside Agencies 10199000 54996	75,000	57,900

A DIFFERENCE OF: 0

BY POLL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #4qq – Putnam Arts Council – County Contribution - Move to Subcontingency \$13,993 – Proposed by Legislator Ellner was next. Chairman Jonke moved the following:

Legislator Montgomery hoped that some of the Legislators had the opportunity to speak with the Arts Council. She explained that there were things said during the discussion on this at the Committee meeting and she believed that the Arts Council and Executive Director Joyce Picone deserved an apology. She stated that things directly said were money laundering and some impropriety, which she believed marked the reputation of the Putnam Arts Council who worked very hard during this rigorous process in regranting the funds. She believed it would be ridiculous for us not to support the Arts. She believed that right now, the Arts may be one of the only economic drivers in growth for this area. She believed that we should be looking for opportunities to better support Arts and Cultural organizations. She stated that young people are leaving the County in droves. This type of support for the Arts brings them back. She believed that comments made at the Committee meeting were wrong.

Legislator Montgomery made a motion to move the originally requested amount of \$15,000 back into the budget; seconded by Legislator Gouldman.

Legislator Montgomery believed that there was no basis for the comments made during the Committee meeting.

Chairman Jonke explained that he was fine with Legislator Ellner's proposal to move the funding into subcontingency. He stated that he is not opposed to the Arts Council or giving them the funding, but they could come before us next year.

Legislator Montgomery believed comments have been made that are degrading to our organizations in our County, like comments that were made during the Agricultural District conversations; insinuating that they were doing something wrong. She believed that some of the Legislators made comments toward the Putnam Arts Council with no proof or evidence to base it on, instead of speaking to them directly about their process and where the money went. She did not see why we would put \$13,993 in subcontingency when they are one of the only organizations that come before us over and over again.

Chairman Jonke called for a Roll Call Vote on the motion to put \$15,000 in the budget.

By Roll Call Vote: Two Ayes – Legislators Gouldman and Montgomery. Five Nays – Legislators Addonizio, Castellano, Ellner, Sayegh and Chairman Jonke. Legislators Crowley and Nacerino were absent. Motion fails.

Chairman Jonke called for discussion on the original resolution.

Legislator Ellner stated that he had the privilege of speaking with Executive Director Joyce Picone. He stated that his comments on the way Legislator Montgomery described them were not correct. He stated that the Putnam Arts Council did nothing

wrong. He stated that he brought to their attention that they were being taken advantage of. He stated that now that they are aware of this, steps are going to be taken to protect the funds. He stated that because of the timeliness of this, the best way was to put money in subcontingency. He stated that he has faith that all of this funding will be restored at a later date. He and Legislator Sayegh spoke at length with Ms. Picone and are working things out so they will be protected. He stated that the Arts Council did nothing wrong; one (1) of the recipients did.

Legislator Sayegh stated that the Putnam Arts Council is in her Legislative District. She stated that she has been working with Executive Director Joyce Picone for many years. She stated that she would like to increase her funding. She stated that she respects this process and believed that the Putnam Arts Council will receive the full funding, however, she believed that we needed to look into this a little deeper. She explained that Executive Director Picone understands the situation. She and Legislator Ellner let her know that we are fully supportive of her organization and the grant process.

Legislator Montgomery stated that she did look into it deeper, and the money that was granted to the organization in question has receipts attached to it and a contract. She stated that the money the Putnam Arts Council gave to that organization was in fact used for something appropriate. She stated that what they have been accused inappropriately of in "money laundering." She explained that the grant process was done as explained to us. She explained that the grant funding was given to this organization, they used it appropriately, and they have the receipts and contract. She believed it was wrong to instill fear of what went wrong.

Chairman Jonke stated that what is wrong was the Agricultural District had nothing to do with this and Legislator Montgomery was mischaracterizing it. He stated that nobody accused any of those applicants of doing anything wrong. We are just asking them to abide by the rules that we did not know existed until this year.

Legislator Sayegh stated that the only person accused of saying bad things about the Arts Council is Legislator Montgomery who keeps reiterating something that never happened. She stated that we are simply trying to fund them.

Legislator Ellner stated that we are only providing additional protections, so everybody is happy.

Legislator Addonizio clarified for the public that the Putnam Arts Council will be receiving \$13,993 at a later date.

Chairman Jonke called for a Roll Call Vote.

RESOLUTION #274

Putnam Arts Council

	FROM:	TO:
County Contribution		
25091000 54950	13,993	0
Subcontingency		
10199000 54996	0	13,993

A DIFFERENCE OF: 0

BY ROLL CALL VOTE: FIVE AYES. TWO NAYS – LEGISLATORS GOULDMAN & MONTGOMERY. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #5 – Other Business

Item #5a - Contingency Fund – \$2,500 Stipend for Third Public Information Officer – Sheriff’s Dept. - Place in Subcontingency – Proposed by Legislator Castellano was next.

Legislator Castellano stated that we did the same for the County Executive’s Office and the Health Department earlier. He believed it would be fair for the Putnam County Sheriff’s Office to have a Public Information Officer as well. He proposed a \$2,500 stipend to be put in subcontingency. If it is needed, the Sheriff’s Office could come forward to the Legislature next year to get reimbursed.

Legislator Castellano made the motion to place a \$2,500 Stipend in Subcontingency for a Public Information Officer for the Sheriff’s Office; seconded by Legislator Addonizio.

Legislator Gouldman stated that he would support this important position. He stated that at 11:30 last night there was an incident in Somers, NY that went into Putnam County. He stated that he received three (3) local calls from Midnight until the situation was resolved at 10:00 a.m. He stated that things do not only happen between 9:00 a.m. to 5:00 p.m. or 8:00 a.m. to 4:00 p.m.

Chairman Jonke concurred with Legislator Castellano.

RESOLUTION #275

Contingency Fund

Subcontingency

10199000 54987

**(for 3rd Public Information Officer
PIO - Sheriff’s Dept.)**

FROM:

0

TO:

2,500

A DIFFERENCE OF: 2,500

Adjust fringes & revenue accordingly.

BY ROLL CALL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

At 7:48 P.M., Chairman Jonke called for a recess to calculate the offset changes to the budget; seconded by Legislator Ellner. All in favor.

At 7:56 P.M., Chairman Jonke reconvened the meeting.

Item #6 – Offset Changes to Budget

Chairman Jonke made a motion to offset changes made this evening by increasing the sales tax revenue estimate by \$269,718 and by decreasing contingency fund by \$275,000. He stated that there would be no change to the tax levy or tax rate. Seconded by Legislator Ellner.

RESOLUTION #276

Offset Changes

	FROM:	TO:
Use of:		
Sales Tax Revenue		
10131000 411100	(79,050,000)	(79,319,718)

A DIFFERENCE OF: (269,718)

General Contingency		
10199000 54980	2,769,060	2,494,060

A DIFFERENCE OF: (275,000)

Such adjusted amount as required to offset changes to the Tentative Budget by the County Legislature, including County Executive's Vetoes not overridden by the County Legislature and including final adjustment for Health Insurance rates, in compliance with the Tax Cap requirements of the State of New York. It being the intent of the Legislature to comply with Real Property Tax Law and Levy of \$46,212,312.00

APPROXIMATE DIFFERENCE OF: 544,718

BY ROLL CALL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #7 - Approval Budget Adoption

Item #7a - Approval of the 2025 Budget Resolutions. Chairman Jonke moved the following; seconded by Legislator Castellano.

RESOLUTION #277

APPROVAL OF THE 2025 BUDGET RESOLUTIONS

RESOLVED, that the Putnam County Legislature hereby approves the 2025 budget resolutions as pre-filed by the Budget & Finance Committee and amended by the Legislature on October 29, 2024; and be it further

RESOLVED, that the individual votes on each budget resolution be made a part of this resolution.

BY ROLL CALL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

Item #7b – Resolution Adopting the Budget for the Fiscal Year 2025 Commencing January 1, 2025 making Appropriations for the Operation of the County Government and Establishing Rates of Compensation for Officers and Employees for the Fiscal Year 2025 was next. Chairman Jonke moved the following; seconded by Legislator Sayegh.

Chairman Jonke thanked Legislative and Auditing staff and Commissioner of Finance for their hard work. He thanked the Legislators for their time and effort put into this budget. He believed that this process had been made unnecessarily difficult. He explained that he felt terrible for some of the outside agencies who received level funding and were told to come in and make a presentation to the Legislature to fight over \$75,000 that was put into subcontingency. He stated that he received correspondence that said there was not enough communication between the Legislature and the County Executive. He stated that the Administration did make available during Committee meetings the Deputy County Executive. Unfortunately, he was unable to answer important questions that were given to him. He stated that the role of the County Executive is to create the budget and on October 1st hand it over to the Legislature. He stated that it is not a collaborative, that is why there are two (2) branches of government. He believed this was much more difficult than it needed to be. He stated that he was proud of the final budget. He stated we have done quite a bit this last month. He stated that we have made Putnam County healthier by providing funding for the nurses in the Health Department and we have made Putnam County safer by giving the Sheriff additional personnel.

RESOLUTION #278

A RESOLUTION ADOPTING THE BUDGET FOR THE FISCAL YEAR 2025 COMMENCING JANUARY 1, 2025 MAKING APPROPRIATIONS FOR THE OPERATION OF THE COUNTY GOVERNMENT AND ESTABLISHING RATES OF COMPENSATION FOR OFFICERS AND EMPLOYEES FOR THE FISCAL YEAR 2025

WHEREAS, the Putnam County Legislature has met and considered the Tentative Budget as submitted by the County Executive and has held a Public Hearing thereon pursuant to both Article 7.04(b)(4) of the Putnam County Charter and Section 359 of the County Law of the State of New York; and

WHEREAS, this Legislature has made certain adjustments to the Tentative Budget as submitted by the County Executive which are included as part of this budget adoption; now therefore be it

RESOLVED, that the Putnam County Legislature hereby adopts the Tentative Budget, as amended by this Legislature, which sets forth the appropriations for the objects and purposes as specified, and further establishes the rates of compensation to be paid provided that said tentative budget as amended does not exceed the tax cap as provided for by state law; and be it further

RESOLVED, that this act takes effect on January 1, 2025.

BY ROLL CALL VOTE: SEVEN AYES. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

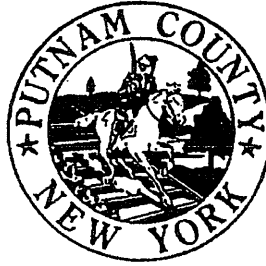
There being no further business, at 8:03 P.M., Chairman Jonke made a motion to adjourn; seconded by Legislator Sayegh. All in favor.

Respectfully submitted by Diane Schonfeld, Clerk.

THE PUTNAM COUNTY LEGISLATURE

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

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

**AGENDA
SPECIAL MEETING
OF THE
PUTNAM COUNTY LEGISLATURE
CALLED BY THE CLERK AT THE REQUEST OF THE CHAIRMAN
FOR THE ADOPTION OF THE 2025 BUDGET
TO BE HELD IN THE
HISTORIC COURTHOUSE
CARMEL, NEW YORK 10512**

Tuesday October 29, 2024 7:00 P.M.

1. Pledge of Allegiance
2. Legislative Prayer
3. Roll Call
4. Pre-filed Resolutions

**BUDGET & FINANCE COMMITTEE
(All Members)**

- 4a. Health Department – NYC DEP Grant – Adjust Revenue
- 4b. Youth Bureau – Pegasus Program – Adjust to Proper Account - Move \$1,000 from Promotional Materials to Miscellaneous
- 4c. Mental Health Administration – OASAS Abatement Funds – Correct Revenue - Reduce Revenue from \$284,153 to \$218,179
- 4d. Mental Health Administration – Vehicle Leasing/Rental – Increase from One (1) Vehicle to Two (2) Vehicles as Requested – From \$8,000 to \$16,560
- 4e. Office For Disabled – Computer Equipment – Not Covered by Grant – Move to DGS and Designate for Office For Disabled
- 4f. Social Services Department Administration – Computer Equipment – Increase from \$0 to \$47,500 – Restore to Requested Amount

- 4g. Social Services Department Administration – Chargeback Contracts - Increase to Requested Two (2) Special Patrol Officers (SPO) – from \$68,632 to \$82,076**
- 4h. Social Services Department – Juvenile Delinquent & PINS – Move to Proper Account - Move Miscellaneous amount of \$153,212 to Contracts**
- 4i. Social Services Department – Putnam Workforce Partnership – Correct Revenue Accounts - WIA Adult CFDA 17.258 and WIA Dislocated Worker**
- 4j. County Clerk – Contingency Fund - 2.75% COLA Increase – Move out of Subcontingency**
- 4k. Sheriff - Contingency Fund – 2.75% COLA Increase – Move out of Subcontingency**
- 4L. Coroners - Contingency Fund – 2.75% COLA Increase – Move out of Subcontingency**
- 4m. Legislature/Auditing - Contingency Fund – Legislators 2.75% COLA Increase – Move out of Subcontingency**
- 4n. Legislature/Auditing – Contingency Fund – Legislative Staff 2.75% COLA Increase – Move out of Subcontingency**
- 4o. Legislature/Auditing – Contingency Fund – County Auditor & Staff 2.75% COLA Increase – Move out of Subcontingency**
- 4p. County Executive - Contingency Fund – 2.75% COLA Increase – Move out of Subcontingency**
- 4q. Veterans Service Agency – Temporary – Increase to Requested Amount**
- 4r. Veterans Home – Zero Out Natural Gas, Electric & Security Monitoring and Rental lines – Accounted for by DGS**
- 4s. Sheriff’s Department Communications – Crisis Intervention Teams Grant – Federal Aid – Reduce Revenue**
- 4t. Sheriff’s Department Communications – Threat Assessment Mgmt Grant – Correct Revenue**
- 4u. Sheriff’s Department Civil Division – Increase Temporary to Requested Amount**
- 4v. Sheriff Patrol Services State – Police Traffic Services Program (Traffic Safety Grant) and Buckle Up Grant - Adjust Revenue and Overtime to Reflect Awarded Grants**
- 4w. Sheriff Security Services – Increase Temporary to Account for Special Police Officer (SPO) Hourly Rate Increase**
- 4x. District Attorney – Increase salary from \$5,000 to \$8,000 – No Proposed Stipend of \$5,000**

- 4y. Health Department – Nursing – Requested Reclass to Supervising Public Health Nurse of \$7,000 and Upgrades for all Nurses \$63,560 – Move to Subcontingency**
- 4z. Mental Health – OASAS Abatement – Youth Director – Split with Youth Bureau & DSS – Increase from \$6,192 to \$11,192 (Covered by OASAS Abatement Funds)**
- 4aa. Mental Health – OASAS Abatement – Reclass to Director of CAC – Split with CAC & DSS Administration – Increase from \$11,729 to \$16,729 (Covered by OASAS Abatement Funds)**
- 4bb. Mental Health – OASAS Abatement – Fiscal Manager – Split with Mental Health & DSS Administration – Increase from \$7,540 to \$12,717 (Covered by OASAS Abatement Funds)**
- 4cc. Mental Health – OASAS Abatement – Revenue – 100% Funded for Changes to Youth Director, Director of CAC and Fiscal Manager**
- 4dd. Bureau of Emergency Services – Public Information Officer Stipend – Move to Subcontingency**
- 4ee. Bureau of Emergency Services – Confidential Secretary – Salary Adjustment - Increase from \$2,500 to \$7,500**
- 4ff. Sheriff’s Department Bureau of Criminal Investigation – Deputy Sheriff Criminal Investigator – Restore Requested Position**
- 4gg. Sheriff’s Department – Amend Salaries of Captains, Correction Captains, Lieutenants and Undersheriff keeping a Pay Differential Similar to that of Resolutions #177 & #178 of 2014**
- 4hh. County Executive – Confidential Secretary – Salary Adjustment Increase from \$4,437 to \$6,192**
- 4ii. Law Department – Senior Deputy County Attorney – Remove \$5,000 Salary Adjustment**
- 4jj. Adjustments from Finance Commissioner – Correct Revenues and Appropriations to Various Accounts**
- 4kk. Adjustments from DGS Commissioner – Properly Classify Leased Vehicles in Health Department**
- 4LL. County Clerk – Confidential Secretary – Salary Adjustment Increase from \$4,263 to \$6,022 – Proposed by Chairman Jonke**
- 4mm. Legislature – Administrative Assistant – Increase Salary \$2,500 – Proposed by Legislator Nacerino**
- 4nn. Contingency Fund – \$2,500 Stipend for Second Public Information Officer – Split Position - Place in Subcontingency – Proposed by Legislator Nacerino**

- 4oo. Department of Public Works – Confidential Secretary – Salary Increase of \$2,500 – Proposed by Legislator Addonizio**
- 4pp. Libraries – Restore to Requested Amount – Increase of \$17,100 – Move from Subcontingency – Proposed by Legislator Addonizio and Amended by Legislator Montgomery**
- 4qq. Putnam Arts Council – County Contribution - Move to Subcontingency \$13,993 – Proposed by Legislator Ellner**
- 5. Other Business**
- 6. Offset Changes to Budget**
- 7. Approval Budget Adoption**
 - a) Approval of the 2025 Budget Resolutions**
 - b) Resolution Adopting the Budget for the Fiscal Year 2025 Commencing January 1, 2025 making Appropriations for the Operation of the County Government and Establishing Rates of Compensation for Officers and Employees for the Fiscal Year 2025**
- 8. Adjournment**

Legislator Montgomery believed that we had a stay in place, so to take any action, whether it is to amend the resolution or to adopt the original resolution, we are not allowed to vote on it.

Chairman Jonke stated that the stay refers to Resolution #216. He stated that this is a new resolution.

Legislator Montgomery believed that the new resolution was in relation to the issue before us where we have a stay in place. She stated that it appears to be in direct violation of Judge Spofford's order.

Chairman Jonke did not believe that was the case. He explained that he spoke with Legislative Counsel and Mr. Hollis who is from the firm he is requesting in the amendment to the resolution.

Legislator Montgomery stated that we have been assigned outside counsel, Roemer Wallens, Gold & Mineaux, LLP. She believed it was Chairman Jonke's opinion that this was not a violation. She explained that she emailed Roemer, Wallens, Gold & Mineaux last night because she was concerned about taking action on this when a stay has been issue. She believed that taking action on it would be a direct violation of that court order.

Chairman Jonke stated that we now have a lawsuit that we want to hire outside counsel for, which we should have every right to. We are not violating any order by the court.

Legislator Ellner stated that he sees two (2) separate issues. One (1) issue in general there is a dispute whether the Legislature can appoint outside counsel. He explained that what we are talking about now is specific to the Charter which says when there is a specific instance then the Legislature has the right to appoint counsel of our own. He stated that he is in favor of this resolution.

Legislator Nacerino stated that it is a travesty for the County Attorney to assign us counsel when it is the County Attorney who we cannot consult or confer with.

Chairman Jonke stated that he asked to appoint Keane & Beane, P.C. awhile back. He stated that he did not even get a response to his memo. He stated that we were served with this current Order to Show Cause and we sent it down on November 26, 2024; approximately three (3) weeks ago. He explained that he has not received a confirmation, response or phone call from the County Attorney's office. He stated that is why it is imperative that we are able to hire this outside counsel.

Legislator Nacerino questioned if they were derelict in their duties if they do not represent or communicate with us. She believed that they certainly do not advocate for us. She believed that was a problem in and of itself.

Legislator Montgomery believed that Chairman Jonke has not heard back from them because there is a court ordered stay in place issued on October 1, 2023. She stated that the stay was issued before you requested Keane & Beane, P.C.

Chairman Jonke believed that it was a day or two (2) before Thanksgiving. He questioned if Legislative Counsel had those dates.

Legislative Counsel Firriolo stated that the initial request for Keane & Beane, P.C. was made on September 11, 2024, by your memorandum to the County Attorney. He believed that Resolution #216 was passed on November 25th and on November 26th we were served with the Order to Show Cause.

Legislator Montgomery questioned where it is stated that we can appoint outside counsel. She believed that the documents state that we are appointed outside counsel by the County Attorney. She stated that we were appointed outside counsel. She questioned why they were not here tonight. We should be talking to them. She believed this was an unlawful vote.

Legislator Crowley stated that her other concern was that paperwork needed to be in by the 16th if she was not mistaken. She asked Legislative Counsel Firriolo if the response needed to be by the 16th?

Legislative Counsel Firriolo believed that Legislator Crowley was correct that the response papers is December 16th, but as soon as counsel is retained, they can contact the court and request extra time if they need it.

Chairman Jonke called for a Roll Call Vote on the motion to amend the name of the firm.

By Roll Call Vote: Six Ayes. Three Abstentions – Legislators Crowley, Gouldman and Montgomery. Motion Carries.

Chairman Jonke called for a discussion on the amended resolution.

Legislator Gouldman questioned who the attorneys were.

Chairman Jonke stated that they are municipal litigators.

Legislator Castellano stated that he has been working in the courts for 29 years. He stated that this is an outstanding law firm, and Dan Hollis is a fantastic attorney.

Chairman Jonke stated that the stay applied to Resolution #216. He stated that we now have a litigation matter in front of us which allows us under the Charter Section 2.04 to choose our own attorney.

Legislator Montgomery believed that by continuing to take this action you would be going against a court order and will probably all be in contempt of court. She stated that she would not be party to this and would abstain.

Legislator Ellner explained that now that the County Executive has sued us, he would like to be represented by an attorney. He believed it was imperative that we get an attorney.

Legislator Sayegh believed that was the whole purpose of passing this brand-new resolution that was brought on by a lawsuit/action that was sent to us from the County Executive's office. She stated that this resolution gives the Legislature the opportunity to assign outside counsel for a specific purpose to defend us in the action which was brought by the County Executive against the Legislature. She stated that we have the

right to assign an attorney to represent our interests. She explained that we were invoking our power to appoint outside counsel on a case-by-case basis per the Charter. She stated that the bottom line on all these resolutions is that the Legislature would like to appoint our own outside counsel to be fairly represented. She stated that we have not spoken, been contacted or met with the County Attorney since last May. She failed to understand why the County Executive, or the County Attorney, would block our ability to pick outside counsel when we do not have any fair representation in the County. She stated that we should have the opportunity to pick outside counsel based on this particular action which is in accordance with the County Charter. She stated that she would be supporting this resolution.

Legislator Crowley questioned who wrote the resolution and what the resolution number was.

Legislative Clerk Schonfeld explained that resolutions receive numbers after they are approved.

Chairman Jonke stated that he asked counsel to draft the resolution and then he reviewed it.

Legislator Nacerino expressed concerns on several matters.

Legislator Montgomery questioned Legislator Nacerino's concern.

Chairman Jonke stated that there have been claims by the County Executive that Charter changes by this Legislature have been retaliation against the County Attorney. He explained that we never changed the authority of the County Executive. He explained that the Legislature was sued which will cost the taxpayers thousands of dollars for nothing. He stated that there was no need for a permissive referendum for the Charter changes we adopted. He stated that it became necessary for the Legislature to contemplate outside counsel due to a conflict with the County Attorney. He explained that the County Attorney filed a lawsuit in response to a notice of claim that was filed against the County in early 2023. He stated that there was a 50-h hearing in the Spring of 2023 where the County Attorney learned that the prospective buyer for 34 Gleneida Avenue was the son-in-law of one (1) of our Legislators. He learned this in May of 2023. He stated that in December of 2023 the Law Department filed a lawsuit against this person. He stated that he never came to the Legislature for this authorization which was required. He explained that we received a notice of determination from the Supreme Court in May 2024. He stated that the lawsuit was never on any of our monthly litigation reports. He stated that the County Attorney was invited to a Rules Committee meeting held on May 16, 2024, to explain the action. He stated that the County Attorney felt that he was summoned to the meeting. He explained that the Chair of the Rules Committee happened to be the Legislator whose son-in-law was the prospective buyer for 34 Geneida Avenue, and shortly thereafter, they filed an Ethics Complaint. He stated that the information was in his hands for over one (1) year, in May or June of this year he filed the Ethics Complaint. Chairman Jonke believed that was retaliation. He explained that he requested an appointment of outside counsel, which is supposed to be a joint decision by the County Attorney and the Chair of the Legislature. He stated that the County Attorney appointed a firm without consulting the Chair. He always believed that this Legislature should be able to choose their own counsel, especially in light of the circumstances with the County Attorney, who nobody has seen at a public meeting since

May 16th of this year. He explained the Ethics Board's ability to pick counsel. He believed that the County Executive was trying to handcuff this Legislature. He believed it was offensive to the people who elected certain members of this Legislature that are apparently working against the best interest of this Legislature.

Chairman Jonke called for a Roll Call Vote.

RESOLUTION #353

APPROVAL – APPOINTMENT OF OUTSIDE COUNSEL FOR THE LEGISLATURE - PENDING LITIGATION MATTER

WHEREAS, on November 26, 2024, the Putnam County Legislature received service of papers for a lawsuit filed by the Putnam County Executive against the Legislature and its members, venued in Putnam County Supreme Court, Index No. 02066/2024 (hereinafter the "Action"); and

WHEREAS, the Action seeks to nullify Resolution #215 of 2024 and Resolution #216 of 2024, and the Legislature has been temporarily restrained from taking any action under said resolutions by an Order to Show cause entered in the Action; and

WHEREAS, Resolution #215 enacts a local law to amend the Putnam County Charter with respect to the procedure by which the Legislature may remove a County Attorney other than the currently serving County Attorney, and restricts the outside employment of a County Attorney other than the currently serving County Attorney; and

WHEREAS, Resolution #216 approved the procurement of a contract with outside counsel to the Legislature, and separately appointed outside counsel to the Legislature pursuant to Putnam County Charter § 2.04 (q), to advise the Legislature because of a conflict and/or a potential appearance of impropriety identified by, and involving, the County Attorney; and

WHEREAS, Resolution #216 was enacted after the County Attorney failed to respond to the memorandum dated September 11, 2024, from the Chair of the Legislature, requesting the procurement of a contract with Keane & Beane, P.C., Attorneys at Law, to serve as counsel to the Legislature, pursuant to Putnam County Code § 140-3.5, by which the power to procure such contract rests jointly with the County Attorney and the Chair of the Legislature; and

WHEREAS, Resolutions #215 and #216 were vetoed by the County Executive and said vetoes were subsequently overridden by the Legislature; and

WHEREAS, the Legislature and its members require and are entitled to the services of counsel to defend against the Action; and

WHEREAS, on August 27, 2024, the County Attorney notified the County Executive and the Legislature that, because the County Executive raised the issue of a conflict in his position from that of the Legislature, and because the Rules Committee of the Legislature had considered potential legislation at its August 26, 2024, meeting that the County Attorney believed directly impacted the office of County Attorney, he had appointed outside counsel for the County Executive and separate outside counsel for the Legislature to avoid any appearance of impropriety; and

WHEREAS, the potential legislation referenced by the County Attorney as a reason for appointing outside counsel to the Legislature was enacted, in substantially modified form, as Resolution #215, which is at issue in the Action; and

WHEREAS, counsel for the County Executive in the Action is the same outside counsel appointed for him by the County Attorney on August 27, 2024; and

WHEREAS, in light of the County Attorney's prior determination that outside counsel was necessary to advise the County Executive and the Legislature because of the subject matter of Resolution #215, which is at issue in the Action, and in light of the County Executive's allegations in the Action that the passage of Resolutions #215 and #216 was due to a dispute between the Legislature on one hand, and the County Attorney and the County Executive on the other hand, the Legislature desires and requires the services of outside counsel to defend the Action; and

WHEREAS, pursuant to Putnam County Charter 2.04 (q), the County Legislature has the power to appoint, as deemed necessary and proper, by resolution duly adopted, outside counsel on a per case basis; now therefore be it

RESOLVED, that it is the finding and determination of the Legislature that it is necessary and proper to appoint outside counsel to the Legislature and its members to defend against the Action; and be it further

RESOLVED, that it is the finding and determination of the Legislature that the power given to the Legislature in the Charter to appoint its outside counsel necessarily and inherently includes the power to appoint specific counsel; and be it further

RESOLVED, that pursuant to Putnam County Charter § 2.04 (q), the County Legislature invokes its power to appoint outside counsel on a per case basis by appointing the firm of Gettinger Waldinger Monteleone Gushue & Hollis, LLP, as counsel to the Legislature and its members, for the specific purpose of defending them in the Action; and be it further

RESOLVED, that it is the finding and determination of the Legislature that the appointment of outside counsel to the Legislature pursuant to its specifically enumerated power in Putnam County Charter § 2.04 (q) is a matter pertaining solely to the conduct of the Legislature's own procedures, as contemplated by Putnam County Charter § 3.04-A; and be it further

RESOLVED, that in the event the firm of Gettinger Waldinger Monteleone Gushue & Hollis, LLP is unable or unwilling to accept the appointment for any reason, or to continue as counsel to the Legislature after being engaged, the Chair of the Legislature shall approve and be authorized to appoint alternate counsel for the Legislature; and be it further

RESOLVED, that this resolution shall take effect immediately.

BY ROLL CALL VOTE: SIX AYES. THREE ABSENTIONS – LEGISLATORS CROWLEY, GOULDMAN & MONTGOMERY. MOTION CARRIES.

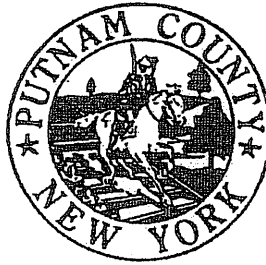
There being no further business, at 6:41 P.M., Chairman Jonke made a motion to adjourn; seconded by Legislator Sayegh. All in favor.

Respectfully submitted by Diane Schonfeld, Clerk.

THE PUTNAM COUNTY LEGISLATURE

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

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



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

Tuesday December 10, 2024 6:15 P.M.
(Personnel & Health Committee Mtgs will immediately follow)

- 1. Pledge of Allegiance**
- 2. Legislative Prayer**
- 3. Roll Call**
- 4. Approval – Appointment of Outside Counsel for the Legislature – Pending Litigation Matter**
- 5. Adjournment**

#21 (3)

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

Monday

December 30, 2024

6:30 P.M.

The meeting was called to order at 6:30 P.M. by Chairman Jonke who requested that Legislator Castellano lead in the Pledge of Allegiance and Legislator Sayegh lead in the Legislative Prayer. Upon roll call, Legislators Addonizio, Nacerino, Ellner, Castellano, Sayegh and Chairman Jonke were present. Legislators Montgomery, Gouldman & Crowley were absent.

Chairman Jonke stated that Legislator Crowley was not feeling well and was unable to attend. He also read a statement from Legislator Gouldman stating that he was unable to attend based on a pre-planned vacation.

Chairman Jonke explained that there was no public comment on the agenda, however, he would be allowing the public to speak as part of the discussion.

Item #4 – Approval – Resolution – Appointment of Outside Counsel for the Legislature – Legislative Counsel was next.

APPROVAL - RESOLUTION – APPOINTMENT OF OUTSIDE COUNSEL FOR THE LEGISLATURE - LEGISLATIVE COUNSEL

WHEREAS, on December 3, 2024, the Putnam County Legislature enacted Resolution # 340 of 2024, resolving to extend the contract with Firriolo Law Office, P.L.L.C. for Legislative Counsel services from January 1, 2025, through December 31, 2025; and

WHEREAS, without notice to or consultation with the Legislature, the County Executive and/or County Attorney have unilaterally acted to not renew said contract, leaving the Legislature without the specific Legislative Counsel services it desires and deemed necessary; and

WHEREAS, the Legislature and its members require the services of Legislative Counsel for its conduct and procedure, and to provide to the Legislature the services specified in said contract; and

WHEREAS, pursuant to Putnam County Charter Section 2.04 (q), the County Legislature has the power to appoint, as deemed necessary and proper, by resolution duly adopted, outside counsel on a per case basis; and

WHEREAS, while the term “on a per case basis” is not defined in the Charter, the primary definition of “case” in dictionaries is a set of circumstances or conditions or a particular situation, and

WHEREAS, in contrast, the Legislature has enacted legislation codified in various sections of the Putnam County Code using the terms “action,” “suit,” and/or “proceeding” to specify a litigation matter; and

WHEREAS, Putnam County Charter Section 2.04 (d) empowers the Legislature to adopt an Administrative Code which shall set forth the details of the administration of the County government, which Code provisions must be consistent with the provisions of the Charter; and

WHEREAS, pursuant to Putnam County Charter Section 15.02, the Legislature has the sole power to interpret any provision of the Charter that is not clear or requires elaboration in its application to the County unless such interpretation would be inconsistent with the provisions of the Municipal Home Rule Law; and

WHEREAS, pursuant to Putnam County Charter Section 15.08, the Charter is to be liberally construed to achieve its objectives and purposes; and

WHEREAS, pursuant to Putnam County Charter Section 15.05, all contracts entered into by the County shall be executed in the manner provided in the Charter or as directed by the County Legislature; and

WHEREAS, Putnam County Code Section 140-3.5 states that the Legislature may approve its own procurements of contracts for legal services, which shall be approved by the Chairperson of the Legislature and the County Attorney; now therefore be it

RESOLVED, that pursuant to Putnam County Charter Sections 15.02 and 15.08, it is the finding and determination of the Legislature that the power given to the Legislature in Charter Section 2.04 (q) to appoint its outside counsel necessarily and inherently includes the power to appoint the specific counsel of its choosing; and be it further

RESOLVED, that pursuant to Putnam County Charter Sections 15.02 and 15.08, it is the finding and determination of the Legislature that: 1) the undefined term “on a per case basis” in Charter Section 2.04 (q) means a set of circumstances or conditions or a particular situation; and 2) defining the term as only a litigation matter is unduly narrow, would produce unexpected and absurd results in certain situations where the Legislature needs outside counsel, and is inconsistent with liberal construction; and be it further

RESOLVED, that pursuant to Putnam County Charter Sections 15.02 and 15.08, it is the finding and determination of the Legislature that, to the extent that the provision in Putnam County Code Section 140-3.5 cited herein could be invoked to prevent the Legislature from appointing its own counsel pursuant to Charter Section 2.04 (q), Putnam County Code Section 140-3.5 is not consistent with the provisions of Charter Sections 2.04 (q) and 15.05, and would therefore be in violation of those sections and Charter Section 2.04 (d); and be it further

RESOLVED, that it is the finding and determination of the Legislature that the ongoing need for Legislative Counsel services, as set forth in the currently expiring contract, is a set of circumstances or conditions or a particular situation, and therefore a per case basis, requiring the appointment of outside counsel to the Legislature; and be it further

RESOLVED, that it is the finding and determination of the Legislature that it is necessary and proper to appoint Firriolo Law Office, P.L.L.C. as outside counsel to the Legislature for Legislative Counsel services; and be it further

RESOLVED, that pursuant to Putnam County Charter Section 2.04 (q), the County Legislature invokes its power to appoint outside counsel by appointing the firm of Firriolo Law Office, P.L.L.C. as Legislative Counsel from January 1, 2025, through December 31, 2025, pursuant to the same terms and conditions as the currently expiring contract with that firm; and be it further

RESOLVED, that pursuant to Putnam County Charter Section 15.05, the Legislature directs the County of Putnam to execute a contract with the firm of Firriolo Law Office, P.L.L.C. for Legislative Counsel services from January 1, 2025, through December 31, 2025, under the same terms and conditions as the extension authorized in Resolution # 340 of 2024; and be it further

RESOLVED, that pursuant to Putnam County Charter Sections 15.02 and 15.08, it is the finding and determination of the Legislature that the appointment of outside counsel to the Legislature pursuant to its specifically enumerated power in Putnam County Charter § 2.04 (q), which counsel is necessary for the Legislature's conduct and procedure, is a matter pertaining solely to the conduct of the Legislature's own procedures as contemplated by Putnam County Charter § 3.04-A; and be it further **RESOLVED**, that this resolution shall take effect immediately.

Chairman Jonke made a motion to accept the amended resolution; seconded by Legislator Sayegh. All in favor.

Chairman Jonke read the attached letter from Rob Firriolo.

Chairman Jonke stated that in 2017 the Legislature determined that they wanted outside counsel rather than the full-time attorney staff member. By contracting with Robert Firriolo in 2017 we saved the taxpayers thousands of dollars every year in salary and benefits without compromising the level of service to the Legislature. He understands that the Law Department is currently understaffed with vacant positions. He stated that the Legislature needs and is entitled to their own counsel to work with on a daily basis, throughout the workday, and at all of their Full meetings and Committee meetings, just as Robert Firriolo has done since 2017. He stated that the Legislature has been approving supplemental expenditures for outside counsel to handle the Law Department's workload, and yet we are expected to believe that they can handle all the work that our Legislative Counsel does every day and to attend all of our night meetings. He stated that if there was a procedural problem with the way the Legislature acted to extend Legislative Counsel's contract, it was not his fault and should not be used against him. He stated that he was directed by our office to request an extension with the Clerk of the Legislature which he did. He stated that a resolution was prepared just like the ones approving his contract in the past. He stated that the Administration never informed the Legislature that they believed the process was improper, which they could have. He stated that they are using this procedural excuse as part of their power grab against the Legislature to take away our choice of Legislative Counsel. He explained that this large binder document was created by outside counsel at the direction of the County Attorney's Department. He stated that it is their rationale of why we should not be allowed to keep Robert Firriolo on and to terminate his contract. He stated that this is an expensive document which costs thousands of dollars for this witch hunt. He stated that the Legislature was never consulted. He stated that later on he will get into the Charter versus the Code and the arguments that have been made why Robert Firriolo's contract should be terminated without any discussion from the Legislature. He stated that the Legislature voted seven (7) to two (2) to extend the contract.

Legislator Sayegh explained that the Legislature approved the extension of Legislative Counsel's contract at a vote of seven (7) to two (2). She stated that we received notification almost two (2) weeks later that there was a Request for Proposal (RFP) issued for Legislative Counsel much to our surprise. She stated that Section 140-3.5 of the Putnam County Code entitled Contracting for Legal Services states, "No contract for the services of legal counsel may be awarded without the approval of the County Executive and the County Attorney, other than the County Legislature which may approve its own such procurements, which shall be approved by the Chairperson of the Legislature and the County Attorney." She explained that at the December 3, 2024 Full

Legislative meeting the Legislature voted to continue Legislative Counsel's contract by a majority vote of the Legislature. She stated that according to the Putnam County Code as just stated, the County Legislature may approve its own such procurements, which we did at the December 3rd meeting. She stated that the decision of the Legislature "shall" be approved by the Chairperson of the Legislature and the County Attorney. She stated that the Chairperson cannot go against that nor can the County Attorney. She stated that in the Putnam County Charter Section 2.04 (q) Powers and duties states, "to appoint, as deemed necessary and proper, by resolution duly adopted, outside counsel on a per case basis." She stated that the Charter further states in Section 15.05 Execution of contracts, "All contracts entered into by the County shall be executed in the manner provided in this Charter or as directed by the County Legislature." She stated that finally if there is any doubt of the authority of the Legislature to execute our contract for legal representation the Putnam County Charter states in Section 5.02 (a) Director of Purchasing: powers and duties, the Director of Purchasing shall have the power to, "Make all purchases of equipment, materials and supplies required for any County purpose and contract for the rental and servicing of equipment for all County departments in accordance with the requirements established by law or by the County Legislature." She stated that the Legislature received word approximately one (1) week ago, 20 days after we already voted to renew our Legislative Counsel's contract for another year that a new RFP was issued and the Law Department was assigned as our interim Legislative Counsel on January 1, 2025, until a new contract was awarded. She explained that after speaking with the Purchasing Department today, one (1) hour before this meeting, to date the RFP has not been issued. She questioned how the Purchasing Department could issue a new RFP without input or approval of the Legislature. She stated that the Purchasing Department has no authority to issue an RFP as they are bound to act in accordance with the requirements established by law. She stated that the County Attorney, an appointed department head, has no authority to override the authority of the Legislature, a dually elected and co-equal branch of government. It is clear that the County Legislature has the authority, "to appoint, as deemed necessary and proper, by resolution duly adopted, outside counsel on a per case basis " in accordance with the Charter. She stated that she will be supporting this resolution to execute a contract with Firriolo Law Office through December 31, 2025. She stated that Robert Firriolo is a man of character, he is fair and is a talented attorney. She stated that it was her honor to execute a contract with his firm.

Legislator Addonizio explained that it has been past practice that the Legislature has chosen their own counsel. She explained that Rob Firriolo was hired in 2017 by a Request for Proposal (RFP). When his contract was up for renewal an RFP was issued. She stated that we received one (1) response from Rob Firriolo. She questioned why the County Executive chose to cancel our Legislative Counsel's contract. She stated that the County Executive decided to put out an RFP for our Legislative Counsel position. She stated that it seems like he would like to choose, when historically the Legislature has always chosen their own attorney. She stated that Rob Firriolo is incredibly knowledgeable, fair, honest and dedicated in providing the Legislature with well-reasoned advice.

Legislator Nacerino stated that she was fortunate enough to be Chairwoman of the Legislature when we conducted interviews for Legislative Counsel. She stated that Robert Firriolo was head and shoulders above the candidates we interviewed. She stated the Legislators who were not on the Legislature during that time have no realm of reference to compare. She stated that Rob Firriolo is a brilliant attorney. She stated that

the office staff shares her sentiment, as does the majority of this Legislature. His character speaks for itself. He is a man of integrity. She stated that there is no Legislator that could say he treated them unfairly or showed partiality. He is diligent and works hard for each of the Legislators individually without hesitation and collectively. She stated that this was her last official meeting and was taken aback by this Administration. She stated that we are separate but equal branches of government. She stated that the key word is "equal." She stated that many of her colleagues have often heard her say that the lines between the two (2) branches of government were getting blurred with this Administration. She stated that on the matters here before us tonight, the Legislature should be able to obtain their own counsel, as evidenced by past practice and the Charter. She stated that we should also be able to select our own outside counsel without spending thousands of dollars on a lawsuit initiated by the County Executive to prohibit us from doing so by using the rationale that is under the County Attorney's purview to make the selection. She stated that this may be the case if the County Attorney was working on the Legislature's behalf. She explained the County Attorney could not select a firm or person in good faith since she believed he was the crux of the problem. She stated that it would be her honor to support Rob Firriolo this evening.

Legislator Castellano stated that when he and Legislator Nacerino came onto the Legislature there was a different Legislative Counsel. He explained that the Legislature took a different approach and interviewed approximately a dozen attorneys. He stated that the Legislature interviewed approximately five (5) or six (6) attorneys, who were all excellent candidates, but Robert Firriolo by far stood out as the top candidate. He explained that the previous Legislative Counsel was a full-time employee of the Legislature, and he would have been more than happy to offer Robert Firriolo the same opportunity, but he approached the Legislature with hiring his Law Firm instead. He stated that he recently heard that maybe the County Executive wanted to go a different way to save money, but Robert Firriolo saved us about \$60,000 per year eight (8) years ago. He stated that it was approximately over \$400,000 savings to the taxpayers. He stated that he is so easy to talk to and is clear and concise when providing an opinion. He stated that he does not tell us what to do, but provides good, quality legal advice which is what we ask for. He is available to the Legislature 24 hours per day, seven (7) days per week. He explained that earlier this month when we voted on to extend his contract, nobody presented an argument not to hire him. He stated that he was stunned to hear the Friday before Christmas that he was fired. He stated that he was glad to come back again and support Robert Firriolo who has done a fantastic job. He provided the Legislators who voted in favor of the extension of the contract; Legislators Addonizio, Castellano, Ellner, Gouldman, Jonke, Nacerino and Sayegh. He stated that there were two (2) no votes, Legislators Crowley and Montgomery.

Legislator Ellner stated that he was supporting this resolution. He stated that one of the things that keeps coming up in his mind, which Legislator Sayegh read, is the word "shall" in the sentence; the County Attorney and the Chairman of the Legislature "shall" appoint. He stated that word to him does not mean a choice, it is a must. He stated that we are separate but equal branches of government. He stated that he has a problem with appointed individuals trying to usurp the power of elected officials. He stated that the way we have described Robert Firriolo's ability, conduct and character, he believed he was beyond reproach.

Chairman Jonke allowed anyone present from the public to make a comment. He asked them to state their name and the town in which they reside. He asked that they fill in the same on the sign in sheet.

Town of Putnam Valley Supervisor Jacqueline Annabi stated that if an RFP was done in 2016 and again in 2021, she questioned why another RFP was not done this time. She stated that Robert Firriolo was a great person. She was just wondering why the Legislature did not go out for another RFP.

Chairman Jonke stated that the contract had not expired. There were three (3) one (1) year renewal options. It was all part of the original contract.

Legislator Castellano stated that it was a six (6) year contract. It was for three (3) years starting in 2021, followed by three (3) one (1) year extensions. He questioned why Robert Firriolo would want that kind of contract and he explained three (3) years from now there might be a brand-new Legislature who might not want him as Legislative Counsel, so he wanted to give them the opportunity to vote. He thought that was brilliant on his part that he would be willing to take that into consideration opposed to having a six (6) year contract.

First Deputy County Attorney John B. Cherico stated that the County Attorney could not be present tonight. He is away during the holidays with his family. He stated that assertions that the County Executive terminated a legal vendors contract are false. He stated that the Harris Beach memo, which has been referenced, was produced in response to inquiries made by several Legislators and was provided to all Legislators on December 20th. He stated that after an exhaustive three (3) and a half month review of the County Charter and all relevant case law, it was made clear that there were no grounds for implied authority. He stated that the County Attorney, unanimously confirmed by the Legislature, is counsel to the Legislature pursuant to the Putnam County Charter. By confirming the County Attorney, the Legislature selected the County's legal counsel, and they cannot lawfully interfere in the operations of the Law Department. The current vendor providing outside counsel, whose three (3) year contract will terminate as stated on December 31, 2024, has served in this role for seven (7) years without any competing bids. He stated that in light of the widespread confusion over the role of Legislative Counsel, it was clear that material changes needed to be made to the existing RFP. As such, consistent with the County Procurement Procedure, the Purchasing Division on recommendation from the Law Department issued a new Request for Proposal to ensure the role is clear to all vendors and that taxpayers receive the best value while maintaining sound legal support for the Legislature. It is also worth noting that certain Legislators, as recently as last month, raised the question of whether a new RFP should be issued. Regardless, the sole responsibility and the authority to decide how to delegate the County Attorney's duties, including whether to retain outside counsel, rest exclusively with the County Attorney. All Legislators and members of the public are encouraged to review the Harris Beach memo for a clear and comprehensive understanding of this matter. He stated that we would like to direct your attention to the specific portions of this memorandum's conclusion which states the following, "based upon our review of Putnam County local laws and New York State law, the Putnam County Attorney must approve all contracts related to the hiring of outside legal counsel." "the County Attorney has the authority to terminate the existing contract with the current Legislative Counsel through his discretionary authority, or to allow the contract to expire without renewal. We note that as of this writing there is no mutual

agreement to extend the term of the contract. Concomitantly, the County Attorney has the authority to retain/approve alternative outside counsel subject (potentially) to the preparation of an RFP to be issued by the County's Purchasing Department." "any attempt by the Legislature to "by-pass" County Attorney approval of outside counsel is an effort to shift the balance of power and authority to approve outside counsel in violation of the clear provisions established by the Code and the Charter."

Chairman Jonke questioned how much this witch hunt cost. He believed this document was a witch hunt and questioned how much it cost the taxpayers of this County.

First Deputy County Attorney Cherico called it a legal document and stated that he did not have an answer to that question.

Chairman Jonke stated that Harris Beach has been paid, up through last month, \$387,841.00.

First Deputy County Attorney Cherico stated that you are referring to the Arben litigation that Harris Beach has been litigating for the benefit of the Putnam County citizens since the time they were retained.

Chairman Jonke stated that now you have asked them to answer a question. He stated that he is not a lawyer but does not agree with anything that they determined. He explained that the Law Department came to the Legislature looking for fund transfers and effectively we were funding this document. He questioned why the Legislature was not consulted in the termination of the contract. He stated that there were three (3) Legislators working against the authority of the Legislature. He stated that each Legislator represents approximately 11,000 people in their districts. He stated that they are giving up those 11,000 people in each of their districts by giving up the authority to hire our own attorney. He stated that we paid for our own attorney's assassination, and nobody told us about that.

First Deputy County Attorney Cherico stated that he did not agree with that at all. He believed that was Chairman Jonke's assumption and conclusion, respectfully.

Chairman Jonke did not expect him to. He stated that First Deputy County Attorney Cherico came to us for all those fund transfers.

First Deputy County Attorney Cherico said that was correct. As they stated when they appeared and made those requests for fund transfers, they were to fund the litigation that was defending the County.

Chairman Jonke did not expect Harris Beach to come up with another opinion given the fact that they made almost \$400,000 from the County in almost two (2) years.

Legislator Nacerino believed it was obvious that this law firm cannot be objective, and neither can the Administration or the Law Department. She believed that was the problem. She believed that there was more to come to dispel what was said.

Carl Albano stated that as a former Legislator for 12 years and Chairman of the Legislature he had the opportunity to work with Robert Firriolo. He explained that he was very professional with no politics involved. He stated that the Legislature should be

proud that they were doing the right thing. He stated there are two (2) different branches of government and you need to keep that control.

Chairman Jonke stated that this Legislature has the absolute right, granted in the Charter Section 2.04(q), to appoint our counsel. He stated that nothing in the Putnam County Code can take that away. He explained that the County Attorney has powers under the Charter, but they are limited, except as may otherwise be provided in Charter Section 8.02. He stated that since the Legislature has the specific power under the Charter Section 2.04(q) to appoint outside counsel, the County Attorney's powers do not allow him to block such an appointment. The exclusive power is with the Legislature.

Chairman Jonke called for a Roll Call Vote on the resolution.

RESOLUTION #377

APPROVAL - RESOLUTION – APPOINTMENT OF OUTSIDE COUNSEL FOR THE LEGISLATURE - LEGISLATIVE COUNSEL

WHEREAS, on December 3, 2024, the Putnam County Legislature enacted Resolution # 340 of 2024, resolving to extend the contract with Firriolo Law Office, P.L.L.C. for Legislative Counsel services from January 1, 2025, through December 31, 2025; and

WHEREAS, without notice to or consultation with the Legislature, the County Executive and/or County Attorney have unilaterally acted to not renew said contract, leaving the Legislature without the specific Legislative Counsel services it desires and deemed necessary; and

WHEREAS, the Legislature and its members require the services of Legislative Counsel for its conduct and procedure, and to provide to the Legislature the services specified in said contract; and

WHEREAS, pursuant to Putnam County Charter Section 2.04 (q), the County Legislature has the power to appoint, as deemed necessary and proper, by resolution duly adopted, outside counsel on a per case basis; and

WHEREAS, while the term “on a per case basis” is not defined in the Charter, the primary definition of “case” in dictionaries is a set of circumstances or conditions or a particular situation, and

WHEREAS, in contrast, the Legislature has enacted legislation codified in various sections of the Putnam County Code using the terms “action,” “suit,” and/or “proceeding” to specify a litigation matter; and

WHEREAS, Putnam County Charter Section 2.04 (d) empowers the Legislature to adopt an Administrative Code which shall set forth the details of the administration of the County government, which Code provisions must be consistent with the provisions of the Charter; and

WHEREAS, pursuant to Putnam County Charter Section 15.08, the Charter is to be liberally construed to achieve its objectives and purposes; and

WHEREAS, pursuant to Putnam County Charter Section 15.05, all contracts entered into by the County shall be executed in the manner provided in the Charter or as directed by the County Legislature; and

WHEREAS, Putnam County Code Section 140-3.5 states that the Legislature may approve its own procurements of contracts for legal services, which shall be approved by the Chairperson of the Legislature and the County Attorney; now therefore be it

RESOLVED, that in accord with Putnam County Charter Section 15.08, it is the finding and determination of the Legislature that the power given to the Legislature in Charter Section 2.04 (q) to appoint its outside counsel necessarily and inherently includes the power to appoint the specific counsel of its choosing; and be it further

RESOLVED, that in accord with Putnam County Charter Section 15.08, it is the finding and determination of the Legislature that: 1) the undefined term “on a per case basis” in Charter Section 2.04 (q) means a set of circumstances or conditions or a particular situation; and 2) defining the term as only a litigation matter is unduly narrow, would produce unexpected and absurd results in certain situations where the Legislature needs outside counsel, and is inconsistent with liberal construction; and be it further

RESOLVED, that in accord with Putnam County Charter Section 15.08, it is the finding and determination of the Legislature that, to the extent that the provision in Putnam County Code Section 140-3.5 cited herein could be invoked to prevent the Legislature from appointing its own counsel pursuant to Charter Section 2.04 (q), Putnam County Code Section 140-3.5 is not consistent with the provisions of Charter Sections 2.04 (q) and 15.05, and would therefore be in violation of those sections and Charter Section 2.04 (d) and unenforceable; and be it further

RESOLVED, that it is the finding and determination of the Legislature that the ongoing need for Legislative Counsel services, as set forth in the currently expiring contract, is a set of circumstances or conditions or a particular situation, and therefore a per case basis, requiring the appointment of outside counsel to the Legislature; and be it further

RESOLVED, that it is the finding and determination of the Legislature that it is necessary and proper to appoint Firriolo Law Office, P.L.L.C. as outside counsel to the Legislature for Legislative Counsel services; and be it further

RESOLVED, that pursuant to Putnam County Charter Section 2.04 (q), the County Legislature invokes its power to appoint outside counsel by appointing the firm of Firriolo Law Office, P.L.L.C. as Legislative Counsel from January 1, 2025, through December 31, 2025, pursuant to the same terms and conditions as the currently expiring contract with that firm; and be it further

RESOLVED, that pursuant to Putnam County Charter Section 15.05, the Legislature authorizes the Chair of the Legislature to execute a contract with the firm of Firriolo Law Office, P.L.L.C. for Legislative Counsel services from January 1, 2025, through December 31, 2025, under the same terms and conditions as the extension authorized in Resolution # 340 of 2024; and be it further

RESOLVED, that in accord with Putnam County Charter Section 15.08, it is the finding and determination of the Legislature that the appointment of outside counsel to the Legislature pursuant to its specifically enumerated power in Putnam County Charter § 2.04 (q), which counsel is necessary for the Legislature’s conduct and procedure, is a matter pertaining solely to the conduct of the Legislature’s own procedures as contemplated by Putnam County Charter § 3.04-A; and be it further

RESOLVED, that this resolution shall take effect immediately.

BY ROLL CALL VOTE: SIX AYES. LEGISLATORS CROWLEY, GOULDMAN & MONTGOMERY WERE ABSENT. MOTION CARRIES.

Item #5 – Approval – Resolution – Appointment of Outside Counsel for the Legislature – Prospective Litigation Matter was next.

APPROVAL - RESOLUTION – APPOINTMENT OF OUTSIDE COUNSEL FOR THE LEGISLATURE - PROSPECTIVE LITIGATION MATTER

WHEREAS, on December 30, 2024, the Putnam County Legislature enacted Resolution # ____ of 2024 appointing the firm of Firriolo Law Office, P.L.L.C. as outside counsel for Legislative Counsel services to the Legislature from January 1, 2025, through December 31, 2025; and

WHEREAS, the Putnam County Executive recently filed, and later withdrew, an action in New York State Supreme Court seeking, among other things, to nullify Resolution # 216 of 2024 and enjoin enforcement of Resolution # 353 of 2024, in which Resolutions the Legislature appointed outside counsel to itself and its members; and

WHEREAS, in said action, the County Executive obtained orders temporarily restraining and seeking to permanently block the Legislature’s appointment of outside counsel pursuant to Putnam County Charter § 2.04 (q); and

WHEREAS, in anticipation of a similar challenge, in the event that the Putnam County Executive files an action or proceeding challenging Resolution # ____ of 2024, the Legislature and its members will require and are entitled to the services of outside counsel to defend against such litigation; and

WHEREAS, pursuant to Putnam County Charter 2.04 (q), the County Legislature has the power to appoint, as deemed necessary and proper, by resolution duly adopted, outside counsel on a per case basis; now therefore be it

RESOLVED, that pursuant to Putnam County Charter Sections 15.02 and 15.08, it is the finding and determination of the Legislature that the power given to the Legislature in Charter Section 2.04 (q) to appoint its outside counsel necessarily and inherently includes the power to appoint the specific counsel of its choosing; and be it further

RESOLVED, that it is the finding and determination of the Legislature that it is necessary and proper to appoint outside counsel to the Legislature and its members to defend against any action or proceeding that may be brought to challenge Resolution # ____ of 2024; and be it further

RESOLVED, that pursuant to Putnam County Charter § 2.04 (q), the County Legislature invokes its power to appoint outside counsel on a per case basis by appointing the firm of Gettinger, Waldinger, Monteleone, Gushue & Hollis, LLP as counsel to the Legislature and its members, for the specific purpose of defending any action or proceeding challenging Resolution # ____ of 2024; and be it further

RESOLVED, that pursuant to Putnam County Charter Sections 15.02 and 15.08, it is the finding and determination of the Legislature that the appointment of outside counsel to the Legislature pursuant to its specifically enumerated power in Putnam County Charter § 2.04 (q), and for the purpose of defending an action against the Legislature, is a matter pertaining solely to the conduct of the Legislature’s own procedures, as contemplated by Putnam County Charter § 3.04-A; and be it further

RESOLVED, that in the event the firm of Gettinger, Waldinger, Monteleone, Gushue & Hollis, LLP is unable or unwilling to accept the appointment for any reason, or to continue as counsel to the Legislature after being engaged, the Chair of the Legislature shall approve and be authorized to appoint alternate counsel for the Legislature; and be it further

RESOLVED, that pursuant to Putnam County Charter Sections 15.02 and 15.08, it is the finding and determination of the Legislature that, to the extent that the procurement provisions of Putnam County Code Section 140-3.5 could be invoked to prevent the Legislature from appointing its own counsel pursuant to Charter Section 2.04 (q), Putnam County Code Section 140-3.5 is not consistent with the provisions of Charter

Sections 2.04 (q) and 15.05, and would therefore be in violation of those sections and Charter Section 2.04 (d); and be it further

RESOLVED, that this resolution shall take effect immediately.

Chairman Jonke made a motion to accept the amended resolution; seconded by Legislator Sayegh. All in favor.

Legislator Sayegh explained that Section 2.04 of the Charter pertains to the Powers and duties of the Legislature which reads, "The County Legislature shall be the legislative, appropriating and policy-determining body of the County. Except as may be otherwise provided in this Charter, it shall have and exercise all the legislative powers and duties now or hereafter conferred or imposed upon it by this Charter or upon a board of supervisors or the legislative body of a county by state law, together with all the powers and duties necessarily implied or incidental thereto. The County Legislature shall have, but not by limitation, the following powers and duties:" She stated that Section 2.04(q) clearly states: "to appoint, as deemed necessary and proper, by resolution duly adopted, outside counsel on a per case basis." She believed that any restriction of this is the County Executive trying to restrict the powers and duties of a co-equal duly elected branch of government. She stated that Section 15.02 of the Charter states, "If any provision of this Charter is not clear or requires elaboration in its application to the County, the County Legislature may interpret such provision in a local law not inconsistent with the provision of the Municipal Home Rule Law." She stated that if there is any ambiguity, the Legislature has the final say, not the County Attorney, an unelected department head. She believed it was clear that the Legislature has the authority to appoint outside counsel for a prospective litigation matter. She stated that she would be supporting this resolution. She was curious about why the County Executive and the County Attorney would try to circumvent the Legislature or the Charter, which they are bound to uphold, by limiting our ability to appoint proper counsel for the Legislature.

Chairman Jonke explained that this resolution is similar to a resolution the Legislature passed a few weeks ago. He stated that we approved a resolution authorizing the Legislature to hire outside counsel. He stated that the County Executive vetoed that resolution which the Legislature then overrode. He stated that then the Legislature received an Order to Show Cause filed by the County Executive which led to more expenditure of outside counsel funding. He stated that at the last minute, the case was withdrawn. He stated that we believe that we should be able to choose our own counsel. He stated that there is a conflict with the County Attorney and the Legislature. We should be able to choose our counsel, not the County Attorney who is choosing a firm that has been doing business with the County making thousands of dollars. He stated that we want someone who is independent. He stated that the Legislature should have that right.

Legislator Castellano explained that in speaking about the lawsuit, the Order to Show Cause asked us not to move forward with the votes that took place. He explained that Judge Victor Grossman called us all into court last week, which was scheduled to take place on Thursday. He stated that we all have daytime responsibilities, and he made changes to his calendar to attend. He stated that it is a lawsuit, and you would figure one (1) side would talk to the other side to come to some kind of agreement or stipulation of settlement. He explained that he was planning to attend to hear what everyone had to say, including the Judge, and without any discussion with the Legislature or Legislative

Counsel the case was dropped. He stated that he wished we had our day in court. He appreciated the plaintiff deciding not to move forward with it, but he thinks it was an indication of what we were discussing earlier.

Legislator Nacerino stated that the case was initiated by the County Executive. She stated that we expended thousands of dollars on the Legislative side and are waiting for the bills to come in on the Administration's side to see what this has cost, only to have the County Executive terminate the lawsuit. She believed that he knew he would be defeated that day. She encouraged everyone to pay close attention to what was going on. She stated that we are a small family community and everything that is done here resonates back to the taxpayers, homeowners, constituents and the people that live here. She believed this was a serious matter and a power grab. She believed that we had a County Attorney that is not working with us; he is working against us and feels that it is his right and prerogative to pick who should represent us. She questioned if that sounded like someone who is capable of being objective and fair.

Legislator Ellner stated that if every cylinder of the engine was firing in sequence, when you go to another department, and are entitled to outside counsel, wouldn't it stand to reason that the County Attorney would say sure, choose your own. He stated that outside counsel would represent the Legislature. He stated that just for the fact there is push back for who we want gives him pause. He questioned why shouldn't we be allowed to choose who will represent us and the people in Putnam County.

Chairman Jonke called for a Roll Call Vote on the resolution.

RESOLUTION #378

APPROVAL - RESOLUTION – APPOINTMENT OF OUTSIDE COUNSEL FOR THE LEGISLATURE - PROSPECTIVE LITIGATION MATTER

WHEREAS, on December 30, 2024, the Putnam County Legislature enacted Resolution # 377 of 2024 appointing the firm of Firriolo Law Office, P.L.L.C. as outside counsel for Legislative Counsel services to the Legislature from January 1, 2025, through December 31, 2025; and

WHEREAS, the Putnam County Executive recently filed, and later withdrew, an action in New York State Supreme Court seeking, among other things, to nullify Resolution # 216 of 2024 and enjoin enforcement of Resolution # 353 of 2024, in which Resolutions the Legislature appointed outside counsel to itself and its members; and

WHEREAS, in said action, the County Executive obtained orders temporarily restraining and seeking to permanently block the Legislature's appointment of outside counsel pursuant to Putnam County Charter § 2.04 (q); and

WHEREAS, in anticipation of a similar challenge, in the event that the Putnam County Executive files an action or proceeding challenging Resolution # 377 of 2024, the Legislature and its members will require and are entitled to the services of outside counsel to defend against such litigation; and

WHEREAS, pursuant to Putnam County Charter 2.04 (q), the County Legislature has the power to appoint, as deemed necessary and proper, by resolution duly adopted, outside counsel on a per case basis; now therefore be it

RESOLVED, that in accord with Putnam County Charter Section 15.08, it is the finding and determination of the Legislature that the power given to the Legislature in

Charter Section 2.04 (q) to appoint its outside counsel necessarily and inherently includes the power to appoint the specific counsel of its choosing; and be it further

RESOLVED, that it is the finding and determination of the Legislature that it is necessary and proper to appoint outside counsel to the Legislature and its members to defend against any action or proceeding that may be brought to challenge Resolution # 377 of 2024 or any contract executed pursuant to said resolution; and be it further

RESOLVED, that pursuant to Putnam County Charter § 2.04 (q), the County Legislature invokes its power to appoint outside counsel on a per case basis by appointing the firm of Gettinger, Waldinger, Monteleone, Gushue & Hollis, LLP as counsel to the Legislature and its members, for the specific purpose of defending any action or proceeding challenging Resolution # 377 of 2024 or any contract executed pursuant to said resolution; and be it further

RESOLVED, that in accord with Putnam County Charter Section 15.08, it is the finding and determination of the Legislature that the appointment of outside counsel to the Legislature pursuant to its specifically enumerated power in Putnam County Charter § 2.04 (q), and for the purpose of defending an action against the Legislature or a contract executed by the Legislature, is a matter pertaining solely to the conduct of the Legislature's own procedures, as contemplated by Putnam County Charter § 3.04-A; and be it further

RESOLVED, that in the event the firm of Gettinger, Waldinger, Monteleone, Gushue & Hollis, LLP is unable or unwilling to accept the appointment for any reason, or to continue as counsel to the Legislature after being engaged, the Chair of the Legislature shall approve and be authorized to appoint alternate counsel for the Legislature; and be it further

RESOLVED, that in accord with Putnam County Charter Section 15.08, it is the finding and determination of the Legislature that, to the extent that the procurement provisions of Putnam County Code Section 140-3.5 could be invoked to prevent the Legislature from appointing and contracting for its own counsel pursuant to Charter Sections 2.04 (q) and 15.05, Putnam County Code Section 140-3.5 is not consistent with the provisions of Charter Sections 2.04 (q) and 15.05, and would therefore be in violation of those sections and Charter Section 2.04 (d) and unenforceable; and be it further

RESOLVED, that this resolution shall take effect immediately.

BY ROLL CALL VOTE: SIX AYES. LEGISLATORS CROWLEY, GOULDMAN & MONTGOMERY WERE ABSENT. MOTION CARRIES.

There being no further business, at 7:16 P.M., Chairman Jonke made a motion to adjourn; seconded by Legislator Addonizio. All in favor.

Respectfully submitted by Diane Schonfeld, Clerk.

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue
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(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

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

Monday December 30, 2024 6:30 P.M.

1. Pledge of Allegiance
2. Legislative Prayer
3. Roll Call
4. Approval – Resolution – Appointment of Outside Counsel for the Legislature – Legislative Counsel
5. Approval – Resolution – Appointment of Outside Counsel for the Legislature – Prospective Litigation Matter
6. Adjournment

4(a)

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

Tuesday February 4, 2025 7:00 P.M.

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

PROCLAMATIONS

Chairwoman Sayegh recognized Legislator Addonizio who presented the "Recognizing February 11, 2025 as 211 Day" proclamation to Chief Information & Referral Officer of United Way Lini Jacob.

RECOGNIZING FEBRUARY 11, 2025 AS 211 DAY

WHEREAS, Everyday, residents and visitors contact 211 to access free and confidential crisis and emergency counseling, disaster assistance, food, healthcare and insurance assistance, stable housing and utility payment assistance, employment services, veteran services and childcare and family services; and

WHEREAS, 211 provides expert, caring help by listening, identify underlying problems and connecting people in need with resources and services in their community that improve their lives; and

WHEREAS, 211 meets real needs in real time. In 2024, 211s across the United States provided 15 million referrals via call, texts, chats and emails, helping millions of people with life-changing support. Locally there was a 27% increase in 211 interactions from the Hudson Valley as compared to 2023. In Putnam County, 211 handled thousands of requests for financial assistance to prevent evictions and ensure sustainability of water and electricity for our most vulnerable residents, as well as almost 600 crisis calls where they assisted individuals with mental health needs; and

WHEREAS, 211 tackles root causes of a client's problem by identifying the presenting underlying issue and connecting them with a wide range of available resources that meet their needs, not just the one that prompted the call, text, or email; and

WHEREAS, 211 has its "finger on the pulse" of our community's greatest needs, providing health and human service trend data to local community planners; and

WHEREAS, 211 makes the social services ecosystem more efficient by ensuring people in need are connected to community services that can help them;

RESOLVED, the Putnam County Legislature and County Executive here by proclaim February 11, 2025 as 211 Day in Putnam County.

Chairwoman Sayegh recognized Legislator Russo who presented the "Recognizing Four Chaplains Day" proclamation to Chaplain and Vic Commander of Patterson American Legion Andrew DeStefano.

RECOGNIZING FOUR CHAPLAINS DAY

WHEREAS, on February 3, 1943 the Army transport ship, the SS Dorchester, was carrying approximately 900 enlisted servicemen and crew in the North Atlantic ocean when it was struck by an enemy torpedo. Among those on board were four Army Chaplains: Lt. George L. Fox, Lt. Alexander D. Goode, Lt. Clark V. Poling, and Lt. John P. Washington; and

WHEREAS, as Dorchester began to sink, panic was quickly spreading throughout the ship. The Four Chaplains immediately began calming frightened soldiers, aiding the wounded, and helping passengers board lifeboats. On deck the Chaplains distributed all available life jackets, even removing theirs to give to young soldiers. The men who were able to board lifeboats watched as their ship sank, seeing the Four Chaplains joined arm in arm praying and singing hymns as they went down with Dorchester; and

WHEREAS, on January 18, 1961 a special Four Chaplains' Medal was posthumously presented to their next of kin and was created with the intention of holding the same importance as the United States Armed Forces' highest military decoration, the Medal of Honor; now there be it

RESOLVED, that the Putnam County Legislature and County Executive hereby recognize the celebration of Four Chaplains Day on February 3rd. The sacrifice made by these four servicemen will not be forgotten.

Item #4 – Acceptance of Minutes – Regular Mtg – November 6, 2024
Special Mtg – November 25, 2024
Regular Mtg – December 3, 2024
Year End Mtg – December 19, 2024

The minutes were accepted as submitted.

Item #5 – Correspondence
a) County Auditor was duly noted.

There was no activity during this reporting period.

Item #6 – Pre-filed resolutions:

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

Item #6a – Approval – Litigation Settlement – Burris v. County of Putnam was next. Chairwoman Sayegh recognized Legislator Birmingham, Chairman of the Rules, Enactments & Intergovernmental Relations Committee. On behalf of the members of the Committee, Legislators Ellner and Gouldman, Legislator Birmingham moved the following:

RESOLUTION #30

APPROVAL – LITIGATION SETTLEMENT – BURRIS V. COUNTY OF PUTNAM

WHEREAS, on September 7, 2022, following a traffic stop of a vehicle in which Plaintiff Shane Burris was a passenger by certain Putnam County Sheriff's Department Investigators, illegal narcotics were recovered from the person, property and/or vehicle of Plaintiff wherein Plaintiff was subsequently charged with narcotic-related offenses and transported to the Putnam County Correctional Facility for processing. During a physical search of his person at such facility, Plaintiff alleges he sustained physical injuries as well as psychological damage; and

WHEREAS, On November 18, 2022, Plaintiff commenced action against the County of Putnam and certain Putnam County Sheriff's Department Investigators alleging that his injuries were caused by defendants' excessive, improper and unconstitutional force; and

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

WHEREAS, the County's insurer, the New York Municipal Insurance Reciprocal (NYMIR), assigned the Portale Randazzo law firm, James A. Randazzo, Esq., to defend the County's interests in this matter which litigation has been handled by counsel since action was commenced in 2022; and

WHEREAS, the Claims Committee for NYMIR recently arrived at a settlement value for this case of thirty thousand (\$30,000.00) dollars; and

WHEREAS, Plaintiff agreed to a settlement with the County, subject to the Legislature's approval, in which the County agreed to pay Plaintiff the sum of thirty thousand (\$30,000.00) dollars; and

WHEREAS, the County Attorney, the County's outside counsel, James A. Randazzo, Esq., and NYMIR's claims representative have, following consultation with the named defendants, recommended the settlement as an alternative to trial; and

WHEREAS, counsel for the County of Putnam has in fact settled the matter with Plaintiff for the sum of thirty thousand (\$30,000.00) dollars, and Plaintiff has executed the required Release which, upon approval by the Legislature 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 thirty thousand (\$30,000.00) dollars 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.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

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

Item #6b – Approval – Budgetary Amendment (24A130) – DPW – Risk Manager – Guardrail Damage – Insurance Recoveries was next. Chairwoman Sayegh recognized Legislator Ellner Chairman of the Physical Services Committee. On behalf of the members of the Committee, Legislators Crowley and Jonke, Legislator Ellner moved the following:

Legislator Ellner complimented Risk Manager Bruno on the fantastic job he was doing with all of these recoveries.

RESOLUTION #31

APPROVAL – BUDGETARY AMENDMENT (24A130) – DPW – RISK MANAGER – GUARDRAIL DAMAGE – INSURANCE RECOVERIES

WHEREAS, the Risk Manager has requested a budgetary amendment (24A130) to recognize reimbursement of \$15,781.81 from Progress Casualty Insurance Company for guiderail damages resulting from an accident that occurred on September 17, 2024 on West Shore Drive; and

WHEREAS, the Commissioner of DPW has requested that these funds be used to offset overtime costs; and

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

RESOLVED, that the following budgetary amendment be made:

Increase Revenues:

10511000 426801	DPW Rd/Bridges – Insurance Recoveries	15,781.81
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Increase Expenses:

10511000 51093	DPW Rd/Bridges – Overtime	14,660.30
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10511000 58002	DPW Rd/Bridges – Social Security	<u>1,121.51</u>
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		15,781.81
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2024 Fiscal Impact – 0 –

2025 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6c – Approval – Authorization – Filing Applications with Federal Transit Administration was next. On behalf of the members of the Physical Services Committee, Legislators Crowley and Jonke, Legislator Ellner moved the following:

Legislator Ellner explained that the federal government stated that there was between \$1-\$2 million in aid that Putnam County would not be eligible for unless this resolution is approved. He stated that this was brought to our attention by Planning Commissioner Barbara Barosa.

RESOLUTION #32

APPROVAL – AUTHORIZATION - FILING APPLICATIONS WITH FEDERAL TRANSIT ADMINISTRATION

Resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code, or other federal statutes administered by the Federal Transit Administration.

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost; and

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; now therefore be it

RESOLVED, that

1. The County Executive or his/her designee is authorized to execute and file an application for federal assistance on behalf of Putnam County with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration. The Applicant is the Designated Recipient as defined by 49 U.S.C. Section 5307 (A)(2).

2. The County Executive or his/her designee is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.

3. The County Executive or his/her designee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of Putnam County.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

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

Item #6d – Approval – Budgetary Amendment (24A127) – Sheriff’s Office – Outside Services – Overtime was next. On behalf of the members of the Audit & Administration Committee, Legislators Birmingham and Crowley, Chairwoman Sayegh moved the following:

RESOLUTION #33

APPROVAL – BUDGETARY AMENDMENT (24A127) – SHERIFF’S OFFICE – OUTSIDE SERVICES – OVERTIME

WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (24A127) to recognize reimbursement for services rendered to the school districts in excess of the department’s 2024 budget; and

WHEREAS, the Putnam County Sheriff has requested that these funds be applied to overtime expenses; 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:		
16311000 422601	Sheriff - Youth – Deputy Outside Services	6,103.75

Increase Expenses:		
16311000 51093	Sheriff – Youth – Overtime	5,670.00
16311000 58002	Sheriff - Youth – Social Security	<u>433.75</u>
		6,103.75

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

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6e – Approval – Budgetary Amendment (24A129) – Health Department – Adolescent Tobacco Prevention Act (ATUPA) Fines was next. On behalf of the members of the Audit & Administration Committee, Legislators Birmingham and Crowley, Chairwoman Sayegh moved the following:

RESOLUTION #34

APPROVAL – BUDGETARY AMENDMENT (24A129) – HEALTH DEPARTMENT – ADOLESCENT TOBACCO PREVENTION ACT (ATUPA) FINES

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 Interim Commissioner of Health has requested a budgetary amendment (24A129) 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:		
12401000 10220	Health EHS – Adolescent Tobacco Prevention Act	
416032	ATUPA – Reserve	9,525

Increase Expenses:		
12401000 10220	Health EHS – Adolescent Tobacco Prevention Act	
54329	Promotional	4,762
54989	Miscellaneous	<u>4,763</u>
		9,525

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

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6f – Approval – Budgetary Amendment (24A131) – Sheriff’s Office – Outside Services – Overtime was next. On behalf of the members of the Audit & Administration Committee, Legislators Birmingham and Crowley, Chairwoman Sayegh moved the following:

RESOLUTION #35

APPROVAL – BUDGETARY AMENDMENT (24A131) – SHERIFF’S OFFICE – OUTSIDE SERVICES – OVERTIME

WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (24A131) to recognize reimbursement for services rendered to the school districts in excess of the department’s 2024 budget; and

WHEREAS, the Putnam County Sheriff has requested that these funds be applied to overtime expenses; 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:

16311000 422601 Sheriff – Youth – Deputy Outside Services 26,304.27

Increase Expenses:

16311000 51093 Sheriff – Youth – Overtime 24,435.00

16311000 58002 Sheriff – Youth – Social Security 1,869.27
26,304.27

2024 Fiscal Impact – 0 –

2025 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6g – Approval – Budgetary Amendment (24A132) – Sheriff’s Office – Outside Services – Overtime was next. On behalf of the members of the Audit & Administration Committee, Legislators Birmingham and Crowley, Chairwoman Sayegh moved the following:

RESOLUTION #36

APPROVAL – BUDGETARY AMENDMENT (24A132) – SHERIFF’S OFFICE – OUTSIDE SERVICES – OVERTIME

WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (24A132) to recognize reimbursement for services rendered to the school districts in excess of the department’s 2024 budget; and

WHEREAS, the Putnam County Sheriff has requested that these funds be applied to overtime expenses; 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:		
16311000 422601	Sheriff – Youth – Deputy Outside Services	15,114.07

Increase Expenses:		
16311000 51093	Sheriff – Youth – Overtime	14,040.00
16311000 58002	Sheriff – Youth – Social Security	<u>1,074.07</u>
		15,114.07

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

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6h – Approval – Budgetary Amendment (24A134) – Finance – Year End Journal Entry #1 was next. On behalf of the members of the Audit & Administration Committee, Legislators Birmingham and Crowley, Chairwoman Sayegh moved the following:

RESOLUTION #37

APPROVAL – BUDGETARY AMENDMENT (24A134) – FINANCE – YEAR END JOURNAL ENTRY #1

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (24A134) for the first Year End Journal Entry for the year ending December 31, 2024; and

WHEREAS, further entry(s) will follow as more information becomes available during the year end closing process; 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:

ROAD MACHINERY FUND:

Increase Appropriations:	
SEE ATTACHED SHEET	2,984

Decrease Appropriations:	
SEE ATTACHED SHEET	1,936

Increase Estimated Revenues:	
SEE ATTACHED SHEET	1,048

GENERAL FUND:

Increase Appropriations:	
SEE ATTACHED SHEET	1,480,891

Decrease Appropriations:	
SEE ATTACHED SHEET	660,459

Increase Estimated Revenues:
SEE ATTACHED SHEET 3,638,217

Decrease Estimated Revenues:
SEE ATTACHED SHEET 2,817,785

TRANSPORTATION FUND:

Increase Estimated Revenues:
SEE ATTACHED SHEET 587,880

Decrease Estimated Revenues:
SEE ATTACHED SHEET 587,880

DEBT SERVICE FUND:

Increase Estimated Revenues:
SEE ATTACHED SHEET 90,614

Decrease Estimated Revenues:
SEE ATTACHED SHEET 90,614

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

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6i – Approval – Fund Transfer (24T530) – Social Services – Subcontractors was next. On behalf of the members of the Audit & Administration Committee, Legislators Birmingham and Crowley, Chairwoman Sayegh moved the following:

RESOLUTION #38

APPROVAL – FUND TRANSFER (24T530) – SOCIAL SERVICES – SUBCONTRACTORS

WHEREAS, the Commissioner of Social Services has requested a fund transfer (24T530) to cover balance of December Rent supplement program; 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:
10614000 54493 Safety Net 4,295

Increase:
10120000 54647 10198 Subcontractors 4,295

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

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6j – Approval – Fund Transfer (24T534) – Health Department – Preschool – Care at Private Institution was next.

RESOLUTION #39

APPROVAL – FUND TRANSFER (24T534) – HEALTH DEPARTMENT – PRESCHOOL – CARE AT PRIVATE INSTITUTION

WHEREAS, Center-based Programs have continued to experience rate increases from the past four (4) to five (5) years; and

WHEREAS, the number of children attending Center-based Programs have also increased; and

WHEREAS, the Interim Commissioner of Health has requested a fund transfer (24T534) to process 2024 Preschool Care at Private Institution invoices; 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:

10296000 54441	Preschool-Itinerant Services	95,000
10296000 54678	Preschool-Leased Transportation	25,000
10405900 54441	Early Intervention-Itinerant Svcs	<u>50,000</u>
		170,000

Increase:

10296000 54414	Preschool-Care at Private Inst.	170,000
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2024 Fiscal Impact – 0 –

2025 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6k – Approval – Fund Transfer (25T015) – Social Services – Administrative & Mental Health Temporary was next. On behalf of the members of the Audit & Administration Committee, Legislators Birmingham and Crowley, Chairwoman Sayegh moved the following:

RESOLUTION #40

APPROVAL – FUND TRANSFER (25T015) – SOCIAL SERVICES – ADMINISTRATIVE & MENTAL HEALTH TEMPORARY

WHEREAS, the Commissioner of Social Services has requested a fund transfer (25T015) to the Administrative and Mental Health Temporary lines to cover 100 hours for the retiree (former fiscal manager) who is training the fiscal manager; 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:

10120000 51000 (117)	Admin Pers Services Pr Office Assistant	3,981
10431000 51000 (117)	MH Pers Services Pr Office Assistant	<u>2,654</u>
		6,635

Increase:

10120000 51094	Admin Temporary	3,981
10431000 51094	Mental Health Temporary	<u>2,654</u>
		6,635

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6L – Approval – Budgetary Transfer (25T021) – Sheriff’s Office – Reclassification Per Resolution #207 of 2024 was next. On behalf of the members of the Audit & Administration Committee, Legislators Birmingham and Crowley, Chairwoman Sayegh moved the following:

RESOLUTION #41

APPROVAL – BUDGETARY TRANSFER (25T021) – SHERIFF’S OFFICE – RECLASSIFICATION PER RESOLUTION #207 OF 2024

WHEREAS, pursuant to Resolution #207 of 2024, the Putnam County Sheriff requested a reclassification of a Deputy Lieutenant Position to a Deputy Sheriff 1st Sergeant Position which also meant the return of a management position to a union position classification; and

WHEREAS, the Putnam County Sheriff has requested a budgetary transfer (25T021) to properly adjust and reflect correctly the Personnel Services 2025 budget in the Sheriff’s Road Patrol Division effective 1/01/2025; and

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

RESOLVED, that the following budgetary transfer be made:

Increase Appropriations:

17311000 51000 (156)	Pers. Serv. – Deputy Sheriff 1 st Sgt.	135,421
10199000 54980	Contingency	<u>7,037</u>
		142,458

Decrease Appropriations:

17311000 51000 (149)	Pers. Serv. – Deputy Sheriff Lt.	142,458
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2025 Fiscal Impact – (7,037)

2026 Fiscal Impact - TBD

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6m – Approval/ Authorization/ Legislators to Attend February New York State Association of Counties Conference was next. On behalf of the members of the Audit & Administration Committee, Legislators Birmingham and Crowley, Chairwoman Sayegh moved the following:

RESOLUTION #42

APPROVAL / AUTHORIZATION / LEGISLATORS TO ATTEND FEBRUARY NEW YORK STATE ASSOCIATION OF COUNTIES CONFERENCE

WHEREAS, six (6) Legislators have requested permission to attend the New York State Association of Counties Conference to be held in Albany, New York in February 2025 for registration and lodging total expenditure of approximately \$986 per person; and

WHEREAS, the Audit & Administration Committee has reviewed and approved their requests; now therefore be it

RESOLVED, that the Putnam County Legislature authorizes six (6) Legislators to attend the New York State Association of Counties Conference to be held in Albany, New York in February 2025.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #7 – Other Business

Item #7a – Approval – Appointment - Budget & Finance Committee Representative - Capital Projects Committee (tabled from Org Mtg pending Committee Assignments) was next. Chairwoman Sayegh moved the following; seconded by Legislator Birmingham.

RESOLUTION #43

APPOINTMENT - BUDGET & FINANCE COMMITTEE REPRESENTATIVE - CAPITAL PROJECTS COMMITTEE

WHEREAS, County Charter § 7.05 (B)(3) provides that there shall be a Capital Projects Committee consisting of various members including a designee of the Budget and Finance Committee; now therefore be it

RESOLVED, that Greg Ellner be appointed as Budget & Finance Committee Representative to the County's Capital Projects Committee for a period of one (1) year, said term to expire on December 31, 2025.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #8 – Recognition of Public on Agenda Items

There were no members of the public that wished to speak.

Item #9 – Recognition of Legislators

Chairwoman Sayegh thanked Andrew DeStefano for coming and presenting the background on Four Chaplains Day.

There being no further business, at 7:19 P.M., Chairwoman Sayegh made a motion to adjourn; seconded by Legislator Ellner. All in favor.

Respectfully submitted by Diane Schonfeld, Clerk.

THE PUTNAM COUNTY LEGISLATURE

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

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



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

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

Tuesday **February 4, 2025** **7:00 P.M.**

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

PROCLAMATIONS

Recognizing February 11, 2025 as 211 Day

Recognizing Four Chaplains Day

4. Acceptance of Minutes – Regular Mtg – November 6, 2024
Special Mtg – November 25, 2024
Regular Mtg – December 3, 2024
Year End Mtg – December 19, 2024
5. Correspondence
 - a) County Auditor
6. Pre-filed resolutions:

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

- 6a. Approval – Litigation Settlement – Burris v. County of Putnam

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

- 6b. **Approval – Budgetary Amendment (24A130) – DPW – Risk Manager – Guardrail Damage – Insurance Recoveries**
- 6c. **Approval – Authorization – Filing Applications with Federal Transit Administration**

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

- 6d. **Approval – Budgetary Amendment (24A127) – Sheriff’s Office – Outside Services – Overtime**
- 6e. **Approval – Budgetary Amendment (24A129) – Health Department – Adolescent Tobacco Prevention Act (ATUPA) Fines**
- 6f. **Approval – Budgetary Amendment (24A131) – Sheriff’s Office – Outside Services – Overtime**
- 6g. **Approval – Budgetary Amendment (24A132) – Sheriff’s Office – Outside Services – Overtime**
- 6h. **Approval – Budgetary Amendment (24A134) – Finance – Year End Journal Entry #1**
- 6i. **Approval – Fund Transfer (24T530) – Social Services – Subcontractors**
- 6j. **Approval – Fund Transfer (24T534) – Health Department – Preschool – Care at Private Institution**
- 6k. **Approval – Fund Transfer (25T015) – Social Services – Administrative & Mental Health Temporary**
- 6L. **Approval – Budgetary Transfer (25T021) – Sheriff’s Office – Reclassification Per Resolution #207 of 2024**
- 6m. **Approval/ Authorization/ Legislators to Attend February New York State Association of Counties Conference**
- 7. **Other Business**
- 7a. **Approval – Appointment - Budget & Finance Committee Representative - Capital Projects Committee (tabled from Org Mtg pending Committee Assignments)**
- 8. **Recognition of Public on Agenda Items**
- 9. **Recognition of Legislators**
- 10. **Adjournment**

Michele Alfano- Sharkey
County Auditor

Francine Romeo
Deputy County Auditor



COUNTY AUDITOR

#5a

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

TO: Putnam County Legislature

FROM: Michele Alfano-~~Sharkey~~
County Auditor (MAS)

DATE: February 20, 2025

RE: Refund of Taxes

This is the report for February 20, 2025, provided by Real Property Tax Law- Section 556, Paragraph (c).

There was no activity during this reporting period.

#6a

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

APPROVAL – ACCEPTANCE OF AMENDMENT B FOR 2022-2023 SNOW AND ICE AGREEMENT WITH NEW YORK STATE

WHEREAS, by Resolution #318 of 2019, the Putnam County Legislature approved the Agreement with the State of New York for Snow and Ice Removal; and

WHEREAS, under the terms of the Agreement, the County is responsible for clearing snow and ice from State Highways as designated by the Commissioner of Transportation of the State of New York (the Commissioner”); and

WHEREAS, the Agreement was for a five-year period commencing July 1, 2019 and was embodied in New York State Contract # D014871; and

WHEREAS, in order to more accurately reflect the 2022-2023 winter season’s expenditures, an amendment to this Agreement (“Amendment B”) has been proposed for said winter season based on revised estimated expenditures; and

WHEREAS, approval and acceptance of Amendment B will allow the processing of said reimbursement by New York State to Putnam County; now therefore be it

RESOLVED, that the Putnam County Legislature authorizes the County Executive to execute Amendment B, a copy of which is attached hereto.

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

THOMAS FEIGHERY
COMMISSIONER OF PUBLIC WORKS



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

TO: Diane Schonfeld
Legislative Clerk

FROM: Joe Bellucci *Joseph Bellucci*
Deputy Commissioner of the Department of Public Works

DATE: February 3, 2025

RE: Snow and Ice Agreement Adjustment/Calculation Worksheets for
2022/2023 & 2023/2024

2025 FEB - 3 PM 4: 23
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Attached please find the NYSDOT Municipal Snow & Ice Program Agreement Adjustment/Calculation Worksheets for Index Lump Sum Agreements for the 2022/2023 and 2023/2024 seasons along with draft Resolutions for consideration at this month's Physical Services meeting. These worksheets were developed and calculated within the terms and conditions set forth in the 5-year (2019-2024) Agreement adopted by Legislative Resolution #318- APPROVAL/AGREEMENT WITH THE STATE OF NEW YORK FOR SNOW AND ICE REMOVAL in 2019. The attached worksheets are required by NYSDOT to amend the projected amounts in the 5-year agreement and to reimburse Putnam County for said amounts.

Thank you.

JB
Encls.

From: Deputy Comm. DPW
Joseph Bellucci

cc: all
Phys

APPROVAL/ACCEPTANCE OF AMENDMENT B FOR 2022-2023 SNOW AND ICE AGREEMENT WITH NEW YORK STATE

WHEREAS, by Resolution #318 of 2019, the Putnam County Legislature approved the Agreement with the State of New York for Snow and Ice Removal; and

WHEREAS, under the terms of the Agreement, the County is responsible for clearing snow and ice from State Highways as designated by the Commissioner of Transportation of the State of New York (the Commissioner"); and

WHEREAS, the Agreement was for a five year period commencing July 1, 2019 and was embodied in New York State Contract # D014871; and

WHEREAS, in order to more accurately reflect the 2022-2023 winter season's expenditures, an amendment to this Agreement ("Amendment B") has been proposed for said winter season based on revised estimated expenditures; and

WHEREAS, approval and acceptance of Amendment B will allow the processing of said reimbursement by New York State to Putnam County; now therefore be it

RESOLVED, that the Putnam County Legislature authorizes the County Executive to execute Amendment B, a copy of which is attached hereto.

2025 FEB -3 PM 4:06
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

**NYSOT Municipal Snow & Ice Program
 AGREEMENT ADJUSTMENT/CALCULATION WORKSHEET
 For Index Lump Sum Agreements
 2022/23 Snow & Ice Season**

Municipality	PUTNAM COUNTY	Contract #	D014871
County	PUTNAM	Region	8
Contract LM	120.3		

2021/22 Season's Estimated Expenditure				\$1,100,269.69
%	Labor	38.77%	Materials	41.43%
			Equipment	19.80%
Value	\$426,622.66		\$455,814.99	
	\$217,832.04			

Labor*

Labor Portion of 2021/22 Season Estimated Expenditure \$426,622.66

% Labor Increase/Decrease for 2022/23 Season
 (Justification Att.) X 3.5 %

Additional/Less Labor Costs for 2022/23 \$

Labor Portion of 2022/23 Season Estimated Expenditure	\$441,554.46
--	---------------------

* Attach Municipality's certification of applicable labor cost increase

Materials

Materials Portion of 2021/22 Extension's Estimated Expenditure \$455,814.99

	% Materials	2021/22 Total Material \$	I.		2022/23 Price Per Unit	Difference (Show +/-)	II.	I. X II.
			Proportionate \$ Amount	2021/22 Price Per Unit			± ▲ %	Increase/Decrease
Salt	100%	\$455,814.99	\$455,814.99	\$ 65.76	\$ 74.35	\$ 8.59	13.06%	\$59,529.44
Sand								
Other								

Materials Portion of 2022/23 Season Estimated Expenditure	\$515,344.43
--	---------------------

Equipment

Equipment Portion of 2021/22 \$217,832.04

% Equipment Increase/Decrease for 2022/23 Season X 0%

Additional/Less Equipment Costs for 2022/23 \$0

Equipment Portion of 2022/23 Season Estimated Expenditure	\$217,832.04
--	---------------------

SUBTOTAL of Labor + Materials + Equipment	\$1,174,730.93
--	-----------------------

FIXED COSTS (fill out if necessary)

Salt Storage (Barns)	0
DTN Weather Service	0
Snow Fence	0
Other	0
TOTAL FIXED COSTS	0

2022/23 SEASON ESTIMATE (Labor + Materials + Equipment + Fixed Costs)	\$1,174,730.93
--	-----------------------

SUMMARY OF COSTS

	2021/22		2022/23	
	\$	%	\$	%
Labor	\$426,622.66	38.77%	\$441,554.46	37.59
Materials	\$455,814.99	41.43%	\$515,344.43	43.87
Equipment	\$217,832.04	19.80%	\$217,832.04	18.54
Fixed Costs				
TOTALS	\$1,100,269.69	100%	\$1,174,730.93	100%

A. Original Base Season Estimate from Current Agreement	\$1,162,328.81
B. 2022/23 Season Estimate	\$1,174,730.93
Increase or Decrease (B minus A)**	\$12,402.12

Estimate Recommended/Reviewed by

(Signature)
Resident Engineer (ACT)

Estimate Reviewed by

Pulnam County
Municipality

Estimate Approved by

NYS DOT - Snow & Ice Program Manager

SUPPLEMENTAL AGREEMENT No. ___ to Contract No. D014871

This Supplemental Agreement is 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 ("Municipality")

Acting by and through the _____

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (Check all that apply):

- Amending the contract end date ONLY
- Amending the number of lane miles/specific roads cover under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
- Amending the estimated expenditure for the 22/23 season by:
 - adding funding due to exceeding the Estimated Expenditure for the above-mentioned season (required Amendment B attached with a copy of the final snow & ice voucher, if applicable)
 - adding funding to adjust the Estimated Expenditure to account for increases in labor, materials, equipment, and/or overall costs, per the terms in Paragraphs 9 and 10 in the Original Agreement (Adjustment Worksheets and Municipal Resolution attached)
- Extending the Agreement for an additional 5-Year period (Extension No. _____ of a maximum of 3
- Other: _____

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

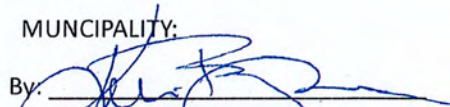
THE PEOPLE OF THE STATE OF NEW YORK

By: _____

For Commissioner of Transportation

Date: _____

MUNICIPALITY:

By: 

Print Name: Kevin Byrne

Title: Putnam County Executive

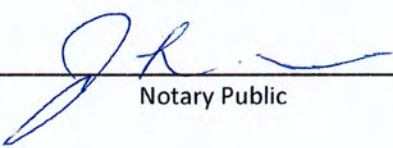
STATE OF NEW YORK

)ss.:

COUNTY OF PUTNAM

On this 18th day of December, 2024 before me personally came Kevin M. Byrne to be known, who, being by me duly sworn did depose and say that he/she resides at Mahopac, NY; that he/she is the County Executive of the Municipality described in and which executed the above instrument; that it was executed by order of the Legislature of said Municipality pursuant to a resolution that was duly adopted on December 18, 2019, and which a certified copy is attached and made a part hereof; and he/she signed his/her name thereto by like order.

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



Notary Public

APPROVED AS TO FORM
STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

#6b

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

APPROVAL - ACCEPTANCE OF AMENDMENT B FOR 2023-2024 SNOW AND ICE AGREEMENT WITH NEW YORK STATE

WHEREAS, by Resolution #318 of 2019, the Putnam County Legislature approved the Agreement with the State of New York for Snow and Ice Removal; and

WHEREAS, under the terms of the Agreement, the County is responsible for clearing snow and ice from State Highways as designated by the Commissioner of Transportation of the State of New York (the Commissioner”); and

WHEREAS, the Agreement was for a five-year period commencing July 1, 2019 and was embodied in New York State Contract # D014871; and

WHEREAS, in order to more accurately reflect the 2023-2024 winter season’s expenditures, an amendment to this Agreement (“Amendment B”) has been proposed for said winter season based on revised estimated expenditures; and

WHEREAS, approval and acceptance of Amendment B will allow the processing of said reimbursement by New York State to Putnam County; now therefore be it

RESOLVED, that the Putnam County Legislature authorizes the County Executive to execute Amendment B, a copy of which is attached hereto.

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

THOMAS FEIGHERY
COMMISSIONER OF PUBLIC WORKS



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

TO: Diane Schonfeld
Legislative Clerk

FROM: Joe Bellucci *Joseph Bellucci*
Deputy Commissioner of the Department of Public Works

DATE: February 3, 2025

RE: Snow and Ice Agreement Adjustment/Calculation Worksheets for
2022/2023 & 2023/2024

2025 FEB - 3 PM 4:23
LEGISLATURE
PUTNAM COUNTY
CARMEL, N.Y.

Attached please find the NYSDOT Municipal Snow & Ice Program Agreement Adjustment/Calculation Worksheets for Index Lump Sum Agreements for the 2022/2023 and 2023/2024 seasons along with draft Resolutions for consideration at this month's Physical Services meeting. These worksheets were developed and calculated within the terms and conditions set forth in the 5-year (2019-2024) Agreement adopted by Legislative Resolution #318-APPROVAL/AGREEMENT WITH THE STATE OF NEW YORK FOR SNOW AND ICE REMOVAL in 2019. The attached worksheets are required by NYSDOT to amend the projected amounts in the 5-year agreement and to reimburse Putnam County for said amounts.

Thank you.

JB
Encls.

From: Deputy Comm. DPW
Joseph Bellucci

APPROVAL/ACCEPTANCE OF AMENDMENT B FOR 2023-2024 SNOW AND ICE AGREEMENT WITH
NEW YORK STATE

WHEREAS, by Resolution #318 of 2019, the Putnam County Legislature approved the Agreement with the State of New York for Snow and Ice Removal; and

WHEREAS, under the terms of the Agreement, the County is responsible for clearing snow and ice from State Highways as designated by the Commissioner of Transportation of the State of New York (the Commissioner"); and

WHEREAS, the Agreement was for a five year period commencing July 1, 2019 and was embodied in New York State Contract # D014871; and

WHEREAS, in order to more accurately reflect the 2023-2024 winter season's expenditures, an amendment to this Agreement ("Amendment B") has been proposed for said winter season based on revised estimated expenditures; and

WHEREAS, approval and acceptance of Amendment B will allow the processing of said reimbursement by New York State to Putnam County; now therefore be it

RESOLVED, that the Putnam County Legislature authorizes the County Executive to execute Amendment B, a copy of which is attached hereto.

2025 FEB - 3 PM 4: 06
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

NYSDOT Municipal Snow & Ice Program
AGREEMENT ADJUSTMENT/CALCULATION WORKSHEET
For Index Lump Sum Agreements
 2023/24 Snow & Ice Season

Municipality	PUTNAM COUNTY	Contract #	D014871
County	PUTNAM	Region	8
Contract LM	120.3		

2022/23 Season's Estimated Expenditure					\$	
%	Labor	% 37.59	Materials	% 43.87	Equipment	% 18.54
Value	\$ 441,554.46		\$515,344.43		\$ 217,832.04	

Labor*

Labor Portion of 2022/23 Season Estimated Expenditure \$ 441,554.46
 % Labor Increase/Decrease for 2023/24 Season
 (Justification Att.) X 3.5 %
 Additional/Less Labor Costs for 2023/24 \$

Labor Portion of 2023/24 Season Estimated Expenditure	\$ 457,008.87
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* Attach Municipality's certification of applicable labor cost increase

Materials

Materials Portion of 2022/23 Extension's Estimated Expenditure \$515,344.43

			I.				II.	I. X II.
	% Materials	2022/23 Total Material \$	Proportionate \$ Amount	2022/23 Price Per Unit	2023/24 Price Per Unit	Difference (Show +/-)	± ▲ %	Increase/Decrease
Salt	100%	\$515,344.43	\$515,344.43	\$ 74.35	\$ 75.00	\$ 0.65	0.87%	\$ 4,483.50
Sand								
Other								

Materials Portion of 2023/24 Season Estimated Expenditure	\$ 519,827.93
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Equipment

Equipment Portion of 2022/23 \$ 217,832.04
 % Equipment Increase/Decrease for 2023/24 Season X 0%
 Additional/Less Equipment Costs for 2023/24 \$0

Equipment Portion of 2023/24 Season Estimated Expenditure	\$ 217,832.04
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SUBTOTAL of Labor + Materials + Equipment	\$ 1,194,668.84
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FIXED COSTS (fill out if necessary)

Salt Storage (Barns)	0
DTN Weather Service	0
Snow Fence	0
Other	0
TOTAL FIXED COSTS	0

2023/24 SEASON ESTIMATE (Labor + Materials + Equipment + Fixed Costs)	\$1,194,668.84
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SUMMARY OF COSTS

	2022/23		2023/24	
	\$	%	\$	%
Labor	\$441,554.46	37.59	457,008.87	38.25
Materials	\$515,344.43	43.87	519,827.93	43.52
Equipment	\$217,832.04	18.54	217,832.04	18.23
Fixed Costs				
TOTALS	\$1,174,730.93	100%	1,194,668.84	100%

A. Original Base Season Estimate from Current Agreement	\$1,162,328.81
B. 2023/24 Season Estimate	\$1,194,668.84
Increase or Decrease (B minus A)**	\$32,340.03

Estimate Recommended/Reviewed by


 Resident Engineer (ACT)

Estimate Reviewed by

Petnam County
 Municipality

Estimate Approved by

 NYS DOT - Snow & Ice Program Manager

SUPPLEMENTAL AGREEMENT No. ___ to Contract No. D014871

This Supplemental Agreement is 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 ("Municipality")

Acting by and through the _____

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (Check all that apply):

- Amending the contract end date ONLY
- Amending the number of lane miles/specific roads cover under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
- Amending the estimated expenditure for the 23/24 season by:
 - adding funding due to exceeding the Estimated Expenditure for the above-mentioned season (required Amendment B attached with a copy of the final snow & ice voucher, if applicable)
 - adding funding to adjust the Estimated Expenditure to account for increases in labor, materials, equipment, and/or overall costs, per the terms in Paragraphs 9 and 10 in the Original Agreement (Adjustment Worksheets and Municipal Resolution attached)
- Extending the Agreement for an additional 5-Year period (Extension No. _____ of a maximum of 3
- Other: _____

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

By: _____

For Commissioner of Transportation

Date: _____

MUNICIPALITY:

By: 

Print Name: Kevin Byrne

Title: Putnam County Executive

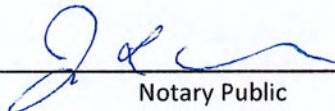
STATE OF NEW YORK

)ss.:

COUNTY OF PUTNAM

On this 18th day of December, 2024 before me personally came Kevin M Byrne to be known, who, being by me duly sworn did depose and say that he/she resides at Mahopac, NY; that he/she is the County Executive of the Municipality described in and which executed the above instrument; that it was executed by order of the Legislature of said Municipality pursuant to a resolution that was duly adopted on December 18, 2019; and which a certified copy is attached and made a part hereof; and he/she signed his/her name thereto by like order.

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


Notary Public

APPROVED AS TO FORM
STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

#60

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

AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID AND/OR STATE-AID TRANSPORTATION PROJECT, AND APPROPRIATING FUNDS THEREFORE (East Branch Road over Haviland Hollow Brook Superstructure Replacement (BRIDGENY) PIN 8763.60)

WHEREAS, a project for the East Branch Road over Haviland Hollow Brook Superstructure Replacement, Town of Patterson, Putnam County P.I.N. 8763.60 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Putnam will design, let and construct the Project; and

WHEREAS, Putnam County desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of preliminary engineering, right-of-way incidentals, right-of-way acquisition, construction, construction inspection and construction supervision.

NOW, THEREFORE, the County Legislature, duly convened does hereby

RESOLVE, that the County Legislature hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Putnam County Legislature hereby authorizes Putnam County to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering, right-of-way incidental, right-of-way acquisition, construction, construction inspection and construction supervision work for the Project or portions thereof; and be it further

RESOLVED, that the Putnam County Legislature hereby agrees that Putnam County shall be responsible for all costs of the project which exceeds the amount of the Bridge NY Funding awarded to Putnam County; and be it further

RESOLVED, that the sum of \$611,578 is hereby appropriated and made available to cover the cost of participation in the above phase of the Project; and be it further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceed the amount appropriated above, the Putnam County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Putnam County Executive thereof; and be it further

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

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

RESOLVED, that Putnam County hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and that the construction phase of the Project shall be completed within thirty (30) months of commencing construction; and it is further

RESOLVED, that the Putnam County Executive be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of Putnam County with the New York State Department of Transportation in connection with the advancement or approval of the Project an providing for the administration of the Project and the municipality's first instance funding of project costs arid permanent funding of the local share of federal aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and be it further

RESOLVED, that in addition to the Putnam County Executive, the following municipal titles: Commissioner of the Department of Public Works, Deputy Commissioner of the Department of Public Works, Supervisor of Planning & Design & Commissioner of Finance are also authorized to executive any necessary Agreements or certifications on behalf of the Municipality/Sponsor with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement; and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and be it further

RESOLVED, this Resolution shall take effect immediately.

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

cc:all
Phys.

AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID AND/OR STATE-AID TRANSPORTATION PROJECT, AND APPROPRIATING FUNDS THEREFORE.

WHEREAS, a project for the East Branch Road over Haviland Hollow Brook Superstructure Replacement, Town of Patterson, Putnam County P.I.N. 8763.60 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Putnam will design, let and construct the Project: and

WHEREAS, Putnam County desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of preliminary engineering, right-of-way incidentals, right-of-way acquisition, construction, construction inspection and construction supervision.

NOW, THEREFORE, the County Legislature, duly convened does hereby

RESOLVE, that the County Legislature hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Putnam County Legislature hereby authorizes Putnam County to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering, right-of-way incidental, right-of-way acquisition, construction, construction inspection and construction supervision work for the Project or portions thereof; and be it further

RESOLVED, that the Putnam County Legislature hereby agrees that Putnam County shall be responsible for all costs of the project which exceeds the amount of the Bridge NY Funding awarded to Putnam County; and be it further

RESOLVED, that the sum of \$611,578 is hereby appropriated and made available to cover the cost of participation in the above phase of the Project; and be it further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceed the amount appropriated above, the Putnam County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Putnam County Executive thereof; and be it further.

RESOLVED, that Putnam County hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and that the construction phase of the Project shall be completed within thirty (30) months of commencing construction; and it is further

RESOLVED, that the Putnam County Executive be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of Putnam County with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and be it further

RESOLVED, that in addition to the Putnam County Executive, the following municipal titles: Commissioner of the Department of Public Works, Deputy Commissioner of the Department of Public Works, Supervisor of Planning & Design & Commissioner of Finance are also authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement; and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and be it further

RESOLVED, this Resolution shall take effect immediately.

2025 FEB -3 PM 4:23
LEGISLATURE
PUTNAM COUNTY
CORNEL, NY

Diane Schonfeld

From: Alexis Hawley
Sent: Monday, February 3, 2025 3:12 PM
To: Diane Schonfeld
Cc: Thomas Feighery; Joseph Bellucci; Michael Lewis
Subject: February Physical Services Committee Meeting - For Consideration
Attachments: PIN 8763.61 - IMPLEMENTATION AND FUNDING OF THE COSTS OF A TRANSPORTATION PROJECT - PEEKSKILL HOLLOW ROAD OVER PEEKSKILL HOLLOW CREEK (BRIDGENY).docx; PIN 8763.60 - IMPLEMENTATION AND FUNDING OF THE COSTS OF A TRANSPORTATION PROJECT - EAST BRANCH ROAD OVER HAVILAND HOLLOW BROOK (BRIDGENY).docx

Diane:

Please find attached the requisite information for the following two items for consideration by the Physical Services Committee this month:

1. Resolution authorizing the implementation and funding of 100% of the costs of PIN 8763.60 – East Branch Road over Haviland Hollow Brook Superstructure Replacement (BRIDGENY)
2. Resolution authorizing the implementation and funding of 100% of the costs of PIN 8763.61 – Peekskill Hollow Road over Peekskill Hollow Creek Bridge Repairs (BRIDGENY)

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

Thank you.



Alexis M. Hawley

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

PHONE | 845.808.1088 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

#6d

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

AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID AND/OR STATE-AID TRANSPORTATION PROJECT, AND APPROPRIATING FUNDS THEREFORE (Peekskill Holl Road over Peekskill Hollow Creek Bridge Repairs (BRIDGENY) PIN 8763.61)

WHEREAS, a project for the Peekskill Hollow Road over Peekskill Hollow Creek Bridge Repairs, Town of Putnam Valley, Putnam County P.I.N. 8763.61 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Putnam will design, let and construct the Project; and

WHEREAS, Putnam County desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of preliminary engineering, right-of-way incidentals, right-of-way acquisition, construction, construction inspection and construction supervision.

NOW, THEREFORE, the County Legislature, duly convened does hereby

RESOLVE, that the County Legislature hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Putnam County Legislature hereby authorizes Putnam County to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering, right-of-way incidental, right-of-way acquisition, construction, construction inspection and construction supervision work for the Project or portions thereof; and be it further

RESOLVED, that the Putnam County Legislature hereby agrees that Putnam County shall be responsible for all costs of the project which exceeds the amount of the Bridge NY Funding awarded to Putnam County; and be it further

RESOLVED, that the sum of \$588,746 is hereby appropriated and made available to cover the cost of participation in the above phase of the Project; and be it further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceed the amount appropriated above, the Putnam County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Putnam County Executive thereof; and be it further

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

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

RESOLVED, that Putnam County hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and that the construction phase of the Project shall be completed within thirty (30) months of commencing construction; and it is further

RESOLVED, that the Putnam County Executive be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of Putnam County with the New York State Department of Transportation in connection with the advancement or approval of the Project an providing for the administration of the Project and the municipality's first instance funding of project costs arid permanent funding of the local share of federal aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and be it further

RESOLVED, that in addition to the Putnam County Executive, the following municipal titles: Commissioner of the Department of Public Works, Deputy Commissioner of the Department of Public Works, Supervisor of Planning & Design & Commissioner of Finance are also authorized to executive any necessary Agreements or certifications on behalf of the Municipality/Sponsor with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement; and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and be it further

RESOLVED, this Resolution shall take effect immediately.

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

cc: all
Phys

AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID AND/OR STATE-AID TRANSPORTATION PROJECT, AND APPROPRIATING FUNDS THEREFORE.

WHEREAS, a project for the Peekskill Hollow Road over Peekskill Hollow Creek Bridge Repairs, Town of Putnam Valley, Putnam County P.I.N. 8763.61 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Putnam will design, let and construct the Project: and

WHEREAS, Putnam County desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of preliminary engineering, right-of-way incidentals, right-of-way acquisition, construction, construction inspection and construction supervision.

NOW, THEREFORE, the County Legislature, duly convened does hereby

RESOLVE, that the County Legislature hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Putnam County Legislature hereby authorizes Putnam County to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering, right-of-way incidental, right-of-way acquisition, construction, construction inspection and construction supervision work for the Project or portions thereof; and be it further

RESOLVED, that the Putnam County Legislature hereby agrees that Putnam County shall be responsible for all costs of the project which exceeds the amount of the Bridge NY Funding awarded to Putnam County; and be it further

RESOLVED, that the sum of \$588,746 is hereby appropriated and made available to cover the cost of participation in the above phase of the Project; and be it further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceed the amount appropriated above, the Putnam County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Putnam County Executive thereof; and be it further.

RESOLVED, that Putnam County hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and that the construction phase of the Project shall be completed within thirty (30) months of commencing construction; and it is further

RESOLVED, that the Putnam County Executive be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of Putnam County with the New York State Department of Transportation in connection with the advancement or approval of the Project an providing for the administration of the Project and the municipality's first instance funding of project costs arid permanent funding of the local share of federal aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and be it further

RESOLVED, that in addition to the Putnam County Executive, the following municipal titles: Commissioner of the Department of Public Works, Deputy Commissioner of the Department of Public Works, Supervisor of Planning & Design & Commissioner of Finance are also authorized to executive any necessary Agreements or certifications on behalf of the Municipality/Sponsor with NYS DOT in connection with the advancement or approval of the project identified in the State/Local Agreement; and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and be it further

RESOLVED, this Resolution shall take effect immediately.

2025 FEB -3 PM 4:23
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Diane Schonfeld

From: Alexis Hawley
Sent: Monday, February 3, 2025 3:12 PM
To: Diane Schonfeld
Cc: Thomas Feighery; Joseph Bellucci; Michael Lewis
Subject: February Physical Services Committee Meeting - For Consideration
Attachments: PIN 8763.61 - IMPLEMENTATION AND FUNDING OF THE COSTS OF A TRANSPORTATION PROJECT - PEEKSKILL HOLLOW ROAD OVER PEEKSKILL HOLLOW CREEK (BRIDGENY).docx; PIN 8763.60 - IMPLEMENTATION AND FUNDING OF THE COSTS OF A TRANSPORTATION PROJECT - EAST BRANCH ROAD OVER HAVILAND HOLLOW BROOK (BRIDGENY).docx

Diane:

Please find attached the requisite information for the following two items for consideration by the Physical Services Committee this month:

1. Resolution authorizing the implementation and funding of 100% of the costs of PIN 8763.60 – East Branch Road over Haviland Hollow Brook Superstructure Replacement (BRIDGENY)
2. Resolution authorizing the implementation and funding of 100% of the costs of PIN 8763.61 – Peekskill Hollow Road over Peekskill Hollow Creek Bridge Repairs (BRIDGENY)

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

Thank you.



Alexis M. Hawley

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

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6e

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

APPROVAL - OPERATING ASSISTANCE PURSUANT TO TITLE 49 UNITED STATES CODE, SECTION 5311 - CONSOLIDATED GRANT APPLICATION FOR FEDERAL FISCAL YEARS (FFYs) 2024 AND 2025

WHEREAS, the County of Putnam is submitting an application to the New York State Department of Transportation in connection with its request for consolidated grant funding pursuant to Federal Section 5311, title 49 United States code, to provide public mass transportation services by a third-party subcontractor in designated rural area(s) of Putnam County for the 2024 and 2025 federal fiscal years (the Project); and

WHEREAS, the County of Putnam and the State of New York have herein before entered into a continuing agreement which authorizes the undertaking of the Project and payment of the Federal share therefor; and

WHEREAS, the County of Putnam is contracting with a third-party subcontractor for the implementation and execution of the Project; now therefore be it

RESOLVED, that the Commissioner of Planning, Development & Public Transportation is authorized to act on behalf of the County of Putnam and submit the application for the Project and progress to completion of said Project; and be it further

RESOLVED, that the County Executive, with the assistance of the County Attorney, is authorized to enter into and sign any contracts or agreements between Putnam County and any third-party subcontractor necessary to complete the public transportation Project as aforesaid.

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

*cc: all
Phys.*

**APPROVAL/OPERATING ASSISTANCE PURSUANT TO TITLE 49 UNITED STATES CODE,
SECTION 5311/ CONSOLIDATED GRANT APPLICATION FOR FEDERAL FISCAL YEARS
(FFYs) 2024 AND 2025**

WHEREAS, the County of Putnam is submitting an application to the New York State Department of Transportation in connection with its request for consolidated grant funding pursuant to Federal Section 5311, title 49 United States code, to provide public mass transportation services by a third party subcontractor in designated rural area(s) of Putnam County for the 2024 and 2025 federal fiscal years (the Project); and

WHEREAS, the County of Putnam and the State of New York have herein before entered into a continuing agreement which authorizes the undertaking of the Project and payment of the Federal share therefor; and

WHEREAS, the County of Putnam is contracting with a third party subcontractor for the implementation and execution of the Project; now therefore be it

RESOLVED, that the Commissioner of Planning, Development & Public Transportation is authorized to act on behalf of the County of Putnam and submit the application for the Project and progress to completion of said Project; and be it further

RESOLVED, that the County Executive, with the assistance of the County Attorney, is authorized to enter into and sign any contracts or agreements between Putnam County and any third party subcontractor necessary to complete the public transportation Project as aforesaid.

2025 FEB -4 AM 11:16
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Diane Schonfeld

From: Barbara Barosa
Sent: Tuesday, February 4, 2025 10:56 AM
To: Diane Schonfeld; Diane Trabulsy
Subject: Resolution for FFY 2024/2025 Section 5311 funding application
Attachments: Reso Contract FFY24.25 5311 grant funding.docx

Attached please find a proposed Resolution respectfully requested be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner • Department of Planning, Development & Public Transportation •

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#6f

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

APPROVAL – SEQRA – NEGATIVE DECLARATION – PEEKSKILL HOLLOW ROAD OVER WICCOPEE BROOK CULVERT REPLACEMENT

WHEREAS, the Putnam County Legislature is considering the approval of a Putnam County Department of Public Works project that involves the replacement of the Peekskill Hollow Road culvert over Wiccopee Brook (the “Project”) in the Town of Putnam Valley. Anticipated project work will involve the replacement of the existing culvert with a new structure. This structure will consist of a new concrete span structure, in addition, new headwalls and wingwalls will be installed. This replacement will restore the structural condition and improve the hydraulic capacity of the culvert. All proposed project activities will occur within areas previously disturbed during the original road/culvert construction; and

WHEREAS, the purpose of the Project is to ensure a safe and convenient crossing over Wiccopee Brook by eliminating structural deficiencies and removing the weight limit restriction; and

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

WHEREAS, on December 3, 2024, as part of Resolution #321 of 2024, the County Legislature issued an Unlisted Action determination for the above referenced project, and declared its intent to serve as Lead Agency with respect to SEQRA; and

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

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

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

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

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

RESOLVED, that in accordance with 6 NYCRR Part 617, the Putnam County Legislature, as Lead Agency, hereby accepts and adopts the Negative Declaration prepared in connection with the Peekskill Hollow Road over Wiccopee Brook Culvert Replacement project, a copy of which is annexed hereto and made a part hereof; and be it further

RESOLVED, that this Resolution shall take effect immediately.

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

cc All
Phys

Edward Gordon

Subject: FW: Negative Declaration and Supporting Resolution -Peekskill Hollow Road over Wiccopee Brook Culvert project
Attachments: NegDec - Peekskill Hollow Road over Wiccopee Brook Culvert.docx;
Reso.NegDec.Peekskill Hollow Road over Wiccopee Brook Culvert.docx;
NYSDOT_LAD_CONSENT.pdf

From: Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>
Sent: Monday, February 3, 2025 11:23 AM
To: Diane Schonfeld <Diane.Schonfeld@putnamcountyny.gov>; Diane Trabulsy <Diane.Trabulsy@putnamcountyny.gov>
Cc: Thomas Feighery <Thomas.Feighery@putnamcountyny.gov>; Joseph Bellucci <Joseph.Bellucci@putnamcountyny.gov>
Subject: RE: Negative Declaration and Supporting Resolution -Peekskill Hollow Road over Wiccopee Brook Culvert project

Attached please find a proposed Resolution and supporting documentation respectfully requested be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration. Additionally, please find NYSDOT's response to the Legislature's Intent to Serve Lead Agency resolution attached.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner • Department of Planning, Development & Public Transportation •
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**APPROVAL/ SEQRA/ NEGATIVE DECLARATION/ PEEKSKILL HOLLOW ROAD OVER WICCOPEE BROOK
CULVERT REPLACEMENT**

WHEREAS, the Putnam County Legislature is considering the approval of a Putnam County Department of Public Works project that involves the replacement of the Peekskill Hollow Road culvert over Wiccopee Brook (the "Project") in the Town of Putnam Valley. Anticipated project work will involve the replacement of the existing culvert with a new structure. This structure will consist of a new concrete span structure, in addition, new headwalls and wingwalls will be installed. This replacement will restore the structural condition and improve the hydraulic capacity of the culvert. All proposed project activities will occur within areas previously disturbed during the original road/culvert construction; and

WHEREAS, the purpose of the Project is to ensure a safe and convenient crossing over Wiccopee Brook by eliminating structural deficiencies and removing the weight limit restriction; and

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

WHEREAS, on December 3, 2024, as part of Resolution #321 of 2024, the County Legislature issued an Unlisted Action determination for the above referenced project, and declared its intent to serve as Lead Agency with respect to SEQRA; and

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

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

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

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

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

RESOLVED, that in accordance with 6 NYCRR Part 617, the Putnam County Legislature, as Lead Agency, hereby accepts and adopts the Negative Declaration prepared in connection with the Peekskill Hollow Road over Wicopee Brook Culvert Replacement project, a copy of which is annexed hereto and made a part hereof; and be it further

RESOLVED, that this Resolution shall take effect immediately.

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

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

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

Name of Action: **Peekskill Hollow Road Over Wiccopee Brook Culvert Replacement**

SEQRA Status: ___ Type I
 X Unlisted Action

Conditioned Negative Declaration: ___ Yes
 X No

Coordinated Review: X Yes
 ___ No

Description of Action: The Putnam County Legislature is considering the approval of a Putnam County Department of Public Works project that involves the replacement of the Peekskill Hollow Road culvert over Wiccopee Brook (the "Project"). Anticipated project work will involve the replacement of the existing culvert with a new structure. This structure will consist of a new concrete span structure, in addition, new headwalls and wingwalls will be installed. This replacement will restore the structural condition and improve the hydraulic capacity of the culvert. All proposed project activities will occur within areas previously disturbed during the original road/culvert construction. The purpose of the Project is to ensure a safe and convenient crossing over Wiccopee Brook by eliminating structural deficiencies and removing the weight limit restriction.

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

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

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

The proposed project is not expected to result in additional vehicle trips to the project site once constructed. It is not expected to result in any adverse air quality, noise or traffic

impacts, or to result in any changes to the site's subsurface water quality or quantity or result in any solid waste production.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This notice is being filed with:

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

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

Town of Putnam Valley
Attention: Supervisor
265 Oscawana Lake Road
Putnam Valley, NY 10579

Putnam County Department of Planning, Development & Transportation
841 Fair Street
Carmel, NY 10512

Putnam County Department of Public Works
842 Fair Street
Carmel, NY 10512



KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MACMILLAN, P.E.
Regional Director

January 07, 2025

Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning,
Development & Public Transportation
841 Fair Street
Carmel, NY 10512

Re: SEQR # 24-269
Peekskill Hollow Road
over Wiccopee Brook
Culvert Replacement,
Town of Putnam Valley
Putnam County, NY

Dear Ms. Barosa:

The New York State Department of Transportation (NYSDOT) is in receipt of the Peekskill Hollow Road Culvert Replacement notice of Intent to serve as Lead Agency from the Putnam County Legislature. The NYSDOT consents to the Putnam County Legislature assuming the role of Lead Agency for review of the referenced proposal.

Please submit subsequent plans and documents for this project as well as those for any future development proposals in DIGITAL (.pdf) FORMAT –CD, DVD or Thumb drive. Documents can also be sent by email to dot.sm.HWPermits@dot.ny.gov

Please reference the above SEQR# 24-269, PIN 8762.76 on all correspondence

Very Truly Yours,



David A. Groucher

Region 8 Highway Work Permits

New York State Department of Transportation, Hudson Valley

Traffic & Safety Group, R8

4 Burnett Blvd, Poughkeepsie NY 12603

(845) 431-5897 | david.groucher@dot.ny.gov | www.dot.ny.gov

**STATE ENVIRONMENTAL QUALITY REVIEW
NOTICE TO INVOLVED/ INTERESTED AGENCIES THAT
LEAD AGENCY MUST BE DESIGNATED**

The Putnam County Legislature is considering the approval of a culvert replacement project located over the Wicoppee Brook in the Town of Putnam Valley referred to as:

Peekskill Hollow Road over Wicoppee Brook Culvert Replacement, PIN 8762.76

(See attached EAF for description of action)

This project is an Unlisted Action and the Putnam County Legislature wishes to conduct a Coordinated Review.

Under the applicable standards of 6 NYCRR Section 617.6(b), the Legislature has concluded that it is appropriate to designate the Putnam County Legislature as the Lead Agency in the environmental review of the proposed action.

This notification is being sent to involved agencies with the request that you consent to the Legislature serving as Lead Agency. If, however, an involved agency does not agree that the Putnam County Legislature be designated as the Lead Agency, it may follow the procedures outlined in 6 NYCRR 617.6(b)(5).

A copy of the State Environmental Quality Review Act (SEQRA) Lead Agency Notice, Supporting Resolution, Short Environmental Assessment Form (EAF), and site plan and supporting documentation are enclosed.

If you have any questions or comments, you may either email, telephone or contact by mail:

Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning, Development & Public Transportation
841 Fair Street
Carmel, NY 10512
Barbara.barosa@putnamcountyny.gov
845-878-3480

This notice is being mailed on December 20, 2024. We would ask that involved agencies fill out the annexed form, either consenting or not consenting to the Putnam County Legislature serving as Lead Agency and return it on or before January 21, 2025. Responses should be sent to Ms. Barbara Barosa at the address above. Lack of response to this request will be treated as consent to the request.

#69

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

APPROVAL – SEQRA – NEGATIVE DECLARATION – SNAKE HILL ROAD OVER PHILIPSE BROOK CULVERT REPLACEMENT

WHEREAS, the Putnam County Legislature is considering the approval of a Putnam County Department of Public Works project that involves the replacement of the Snake Hill Road culvert over Philipse Brook (the “Project”) in the Town of Philipstown. Anticipated project work will involve the replacement of existing culvert with a new structure. The current structure is showing signs of hydraulic inadequacy, scour exposure and deteriorating and broken headwalls and wingwalls. All proposed project activities will occur within areas previously disturbed during the original road/culvert construction; and

WHEREAS, the purpose of the Project is to ensure a safe and convenient crossing over Philipse Brook by eliminating structural deficiencies and meeting current design standards; and

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

WHEREAS, on December 3, 2024, as part of Resolution #320 of 2024, the County Legislature issued an Unlisted Action determination for the above referenced project, and declared its intent to serve as Lead Agency with respect to SEQRA; and

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

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

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

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

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

RESOLVED, that in accordance with 6 NYCRR Part 617, the Putnam County Legislature, as Lead Agency, hereby accepts and adopts the Negative Declaration prepared in connection with the Snake Hill Road over Philipse Brook Culvert Replacement project, a copy of which is annexed hereto and made a part hereof; and be it further

RESOLVED, that this Resolution shall take effect immediately.

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

*cc: all
Phys. Revised
backup*

Diane Schonfeld

From: Barbara Barosa
Sent: Tuesday, February 11, 2025 10:35 AM
To: Diane Schonfeld; Diane Trabulsy
Subject: LAD CONSENT - Snake Hill Road Culvert Replacement - Town of Philipstown
Attachments: GID-002590 SEQR LA RSP Snake Hill.pdf; NYSDOT LAD CONSENT (2).pdf

Good Morning Diane,

Please see attached. As discussed, I erroneously attached incorrect Lead Agency forms for the Snake Hill Road culvert project to the Negative Declaration. The responses from NYSDOT and NYSDEC are the only responses that we received.

Thank you,
Barbara



Barbara Barosa, AICP

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January 30, 2025

BY EMAIL

Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning, Development & Public Transportation
RE: Snake Hill Road over Philipse Brook Culvert Replacement
DEC Tracking ID: GID-002590
Town of Philipstown, Putnam County
Response for Request for Lead Agency

Dear Barbara Barosa,

The Department of Environmental Conservation (DEC) has received your request for Lead Agency for proposed Unlisted action on Snake Hill, Town of Philipstown, Putnam County. DEC has no objection to the Putnam County Legislature assuming Lead Agency. DEC offers the following comments on Department jurisdiction pursuant to the Environmental Conservation Law (ECL) based on review of the Full Environmental Assessment Form (EAF):

PROTECTION OF WATERS

Table with 4 columns: Name, Class, DEC Water Index Number, Status. Row 1: Trib of Philipse Brook, B(TS), H-75-3, Protected

Stream Disturbance - A Protection of Waters, Stream Disturbance permit is required to physically disturb the bed or banks (up to 50 feet from stream) of any streams identified above as "protected." Depending on the culvert design, this project may qualify for a General Permit for Stream Activities, GP-0-20-002. More information can be found here: https://dec.ny.gov/regulatory/permits-licenses/general-permits/stream-activities-gp-0-20-002

Excavation and Fill - A Protection of Waters Excavation and Fill permit is required for excavating or placing fill in navigable waters of the state, below the mean high-water level regardless of classification.

Please note whether a permit is required or not, the project sponsor is responsible for ensuring that work does not pollute any stream or waterbody. Care must be taken to stabilize any disturbed areas promptly after construction, and all necessary precautions must be taken to prevent contamination of the stream by silt, sediment, fuels, solvents, lubricants, or any other pollutant associated with the project.

RE: Snake Hill Road over Philipse Brook Culvert Replacement
DEC Tracking ID: GID-002590
Town of Philipstown, Putnam County
Response for Request for Lead Agency

FRESHWATER WETLANDS

Portions of New York State regulated freshwater wetlands and their adjacent areas may be located in the project area. Although some limited activities are exempt from permitting, most activities that involve disturbance within a wetland or its 100-foot adjacent area require an Environmental Conservation Law (ECL) Article 24, Freshwater Wetlands permit from the DEC. Information on regulated activities within freshwater wetlands and adjacent areas is available on DEC's website (see [Regulated Activities](#)), which contains examples of regulated activities and those exempt from wetland permits.

DEC's amended Article 24, Freshwater Wetlands Jurisdiction and Classification regulations (6 NYCRR Part 664) went into effect on January 1, 2025. To determine whether the property contains regulated freshwater wetlands the project sponsor must submit a request for a Parcel Jurisdictional Determination (Parcel JD) . A Parcel JD is a determination made by DEC whether a property contains regulated freshwater wetlands or adjacent areas within the parcel boundary. Please use the attached link to request a Parcel JD for the project site: <https://dec.ny.gov/nature/waterbodies/wetlands/freshwater-wetlands-program/freshwater-wetland-jurisdictional-determination> . If you have any problems submitting the Parcel JD request, please email: fwwjurisdiction@dec.ny.gov

If the property contains regulated freshwater wetlands or adjacent areas, further delineation of the wetland boundaries and a Project Jurisdictional Determination (Project JD) may be required. A Project JD is a determination made by DEC whether a proposed activity within a parcel containing regulated freshwater wetlands or adjacent areas requires an article 24 Freshwater Wetlands permit. If necessary, a Project JD may also be requested using the link provided above.

If regulated freshwater wetlands or adjacent areas are present, all efforts must be made to first avoid disturbing the wetland and adjacent area. If disturbance to the wetland and/or adjacent area cannot be avoided, the project sponsor must submit a Freshwater Wetland permit application and obtain a permit to conduct a regulated activity. In accordance with DEC's Freshwater Wetlands Permit Requirements Regulations (6 NYCRR Part 663), the applicant would need to justify the disturbance, discuss alternatives and minimize impacts as part of the Freshwater Wetlands permit application. More information on application procedures and permit issuance standards is available on DEC's website at: <https://dec.ny.gov/regulatory/permits-licenses/waterways-coastlines-wetlands/freshwater-wetlands#Determine> .

WATER QUALITY CERTIFICATION

You have indicated that this site contains waterbodies subject Federal regulation. If any work is proposed in wetlands under the jurisdiction of the Army Corp of Engineers (ACOE) and requires a permit pursuant to Section 404 of the Clean Water Act, then a Section 401 Water Quality Certification will be required. Issuance of these is delegated to DEC in New York. If the project qualifies for a Nationwide Permit, it may be eligible for coverage under a DEC Blanket WQC. Coverage under a Blanket requires compliance with all conditions for the corresponding Nationwide Permit.

RE: Snake Hill Road over Philipse Brook Culvert Replacement
DEC Tracking ID: GID-002590
Town of Philipstown, Putnam County
Response for Request for Lead Agency

STATE LISTED SPECIES

DEC has reviewed the State's Natural Heritage records. We have determined that the site is located within or near known occurrences of the following state-listed species:

Name:	Status:
Northern Long-eared bat, <i>Myotis septentrionalis</i>	Endangered
Bald Eagle, <i>Haliaeetus leucocephalus</i>	Threatened

Northern Long-eared bat

If any tree removal associated with this project must occur within the appropriate time of the year work window, November 1st through March 31, to avoid direct impacts to Northern Long-eared bats and the need for an article 11 take permit. If tree clearing cannot be completed within the acceptable time of year restriction, further review will be required.

Bald Eagle

Based on the location of the project, this project is not likely to impact Bald Eagles. No further review is necessary but please note that new eagle nests are established each breeding season. The breeding season runs from January 1st to September 30th. We recommend checking back with the Department for new nests each year.

If appropriate, Best Management Practices (BMPs) will be provided and encouraged, and site/species specific recommendations may be given.

The absence of data does not necessarily mean that rare or other state-listed species, natural communities or other significant habitats do not exist on or adjacent to the proposed site. Rather, our files currently do not contain information which indicates their presence. For most sites, comprehensive field surveys have not been conducted. We cannot provide a definitive statement on the presence or absence of all rare or state-listed species or significant natural communities. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.

STATE HISTORIC PRESERVATION ACT (SHPA)

We have reviewed the statewide inventory of archaeological resources maintained by the New York State Museum and the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP). These records indicate that the project is located within an area considered to be sensitive with regard to archaeological resources. The project sponsor should submit project materials to the New York State Historic Preservation Office's online Cultural Resource Information System (CRIS) to initiate the review process.

Please be aware that pursuant to Uniform Procedure Act 6 NYCRR Part 621 requirements, a determination on whether any historic, architectural, archeological or cultural resources are present in the project area and if the project may have any impacts

RE: Snake Hill Road over Philipse Brook Culvert Replacement
DEC Tracking ID: GID-002590
Town of Philipstown, Putnam County
Response for Request for Lead Agency

on such resources must be made by OPRHP prior to an application before the Department can be considered a complete application.

If you have any questions on these comments, please contact me by email at bethany.tipping@dec.ny.gov.

Sincerely,



Bethany Tipping
Division of Environmental Permits

Ecc:

Town of Philipstown
OSPA Engineering Services, PC
Paige Lewandowski, NYSDEC. Bureau of Ecosystem Health
Brian Orzel, US. NYS Army Corp of Engineers



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MACMILLAN, P.E.
Regional Director

December 31, 2024

Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning,
Development & Public Transportation
841 Fair Street
Carmel, NY 10512

Re: SEQR # 24-261
Snake Hill Road Culvert Replacement
Snake Hill Rd over Phillipse Brook
Town of Philipstown
Putnam County, NY

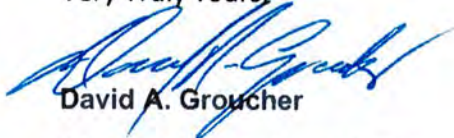
Dear Ms. Barosa:

The New York State Department of Transportation (NYSDOT) is in receipt of the Snake Hill Road Culvert Replacement notice of Intent to serve as Lead Agency from the Putnam County Legislature. The NYSDOT consents to the Putnam County Legislature assuming the role of Lead Agency for review of the referenced proposal.

Please submit subsequent plans and documents for this project as well as those for any future development proposals in DIGITAL (.pdf) FORMAT –CD, DVD or Thumb drive. Documents can also be sent by email to dot.sm.HWPermits@dot.ny.gov

Please reference the above SEQR# 24-261 on all correspondence

Very Truly Yours,



David A. Groucher

Region 8 Highway Work Permits

New York State Department of Transportation, Hudson Valley

Traffic & Safety Group, R8

4 Burnett Blvd, Poughkeepsie NY 12603

(845) 431-5897 | david.groucher@dot.ny.gov | www.dot.ny.gov

**STATE ENVIRONMENTAL QUALITY REVIEW
NOTICE TO INVOLVED/ INTERESTED AGENCIES THAT
LEAD AGENCY MUST BE DESIGNATED**

The Putnam County Legislature is considering the approval of a culvert replacement project located over the Philipse Brook in the Town of Philipstown referred to as:

Snake Hill Road over Philipse Brook Culvert Replacement

(See attached EAF for description of action)

This project is an Unlisted Action and the Putnam County Legislature wishes to conduct a Coordinated Review.

Under the applicable standards of 6 NYCRR Section 617.6(b), the Legislature has concluded that it is appropriate to designate the Putnam County Legislature as the Lead Agency in the environmental review of the proposed action.

This notification is being sent to involved agencies with the request that you consent to the Legislature serving as Lead Agency. If, however, an involved agency does not agree that the Putnam County Legislature be designated as the Lead Agency, it may follow the procedures outlined in 6 NYCRR 617.6(b)(5).

A copy of the State Environmental Quality Review Act (SEQRA) Lead Agency Notice, Supporting Resolution, Short Environmental Assessment Form (EAF), and site plan and supporting documentation are enclosed.

If you have any questions or comments, you may either email, telephone or contact by mail:

Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning, Development & Public Transportation
841 Fair Street
Carmel, NY 10512
Barbara.barosa@putnamcountyny.gov
845-878-3480

This notice is being mailed on December 20, 2024. We would ask that involved agencies fill out the annexed form, either consenting or not consenting to the Putnam County Legislature serving as Lead Agency and return it on or before January 21, 2025. Responses should be sent to Ms. Barbara Barosa at the address above. Lack of response to this request will be treated as consent to the request.

#6h

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

SUPPORT - APPROVE CONTINUING THE PUTNAM COUNTY PARKING AND TRANSFER PROGRAM AND THE INTERCITY BUS/MASS TRANSPORTATION JOINT SERVICE AGREEMENT TO OPERATE THE CROTON FALLS COMMUTER SHUTTLE AND PARK & RIDE FACILITIES

WHEREAS, the County of Putnam and the New York State Department of Transportation entered into a Federal Aid Municipal Service Contract for the Putnam County Parking and Transfer Program encompassed by New York State Contract No. C017679 dated October 2, 2002, together with Supplemental Agreement Nos. 1, 2, 3 and 4 dated October 1, 2004, January 1, 2007, November 13, 2009, June 22, 2018 respectively, which have all now expired; and

WHEREAS, the County of Putnam and the New York State Department of Transportation entered into an Intercity Bus/Mass Transportation Joint Service Agreement in connection with the Putnam County Parking and Transfer Program, formerly Project ID Number 8822.84.12A, and Putnam County Croton Falls Commuter Shuttle, formerly Project ID Number 8822.44.12H, collectively Comptroller's Contract No. D035345 and Supplemental Agreement Nos. 1 through 5 dated August 10, 2016, November 24, 2017, June 22, 2018, and February 4, 2020 respectively, which have all now expired; and

WHEREAS, the County of Putnam and the New York State Department of Transportation entered into Supplemental Agreement No.1 to the Intercity Bus/Mass Transportation Joint Service Agreement No. C040127, formerly Project ID Number 8823.88, dated July 6, 2021, Contract No. C040392, formerly Project ID Number 8824.13, dated January 1, 2022, and subsequently Supplemental Agreement No. 1 dated January 1, 2023, which has now expired; and

WHEREAS, the County of Putnam and the New York State Department of Transportation continue their combined efforts to improve and enhance transportation services in Putnam County, such services provided by and through the Putnam Area Rapid Transit (PART) system, and includes, without limitation, expanding and/or making connections to the regional transit services network, as set forth in the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573, collectively Project ID Number 8824.14, attached hereto as Schedule "A" and Schedule "B"; and

WHEREAS, the County of Putnam transportation system's continued operation of the Croton Falls Commuter Shuttle between Mahopac and Croton Falls will continue to

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

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

improve, enhance, and expand transportation services in Putnam County in support of the aforesaid collaborative efforts between the County of Putnam and the New York State Department of Transportation; and

WHEREAS, the Putnam County Legislature, together with the County Executive, recommends and approves the continuation of the Putnam County Parking and Transfer Program and Putnam County transportation system to operate the Croton Falls Commuter Shuttle, as aforesaid; now, therefore, be it

RESOLVED, that the County of Putnam be and is hereby authorized to enter into the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573, attached hereto as Schedule "A," with the New York State Department of Transportation for the maintenance of the Park and Ride Lots in Putnam County and payment for passenger transfers between PART and other commuter transportation systems, as well as for the operation of the Croton Falls Commuter Shuttle, collectively Project ID Number 8824.14; and be it further

RESOLVED, that payments made to the County of Putnam under the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573 between the County of Putnam and the New York State Department of Transportation for the Putnam County Parking and Transfer Program shall not, except as otherwise may hereafter be agreed to between Putnam County and New York State, exceed \$287,000 in monthly or quarterly reimbursements for the period of January 1, 2025 through December 31, 2025 with a total contract amount of \$375,000; and be it further

RESOLVED, that payments made to the County of Putnam under the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573 between Putnam County and New York State for the operation of the Park & Ride facilities for the period January 1, 2025 through December 31, 2025 or such period as otherwise may be agreed to between Putnam County and New York State, are not to exceed \$52,000; and be it further

RESOLVED, that payments to the County of Putnam under the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573 between Putnam County and New York State for Marketing and Promotion for the period January 1, 2025 through December 31, 2025 or such period as otherwise may be agreed to between Putnam County and New York State up to \$33,000 and Connecting Services will be reimbursed up to \$3,000; and be it further

RESOLVED, that the Putnam County Legislature authorizes the County Executive, or his/her duly appointed designee, to take such actions and execute such documents as may be necessary and appropriate to effectuate the intents and purposes set forth above.

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

cc:all
phys.

Diane Schonfeld

From: Barbara Barosa
Sent: Tuesday, February 4, 2025 12:15 PM
To: Diane Schonfeld; Diane Trabulsy
Subject: Putnam Moves Contract 2025
Attachments: Master Putnam Moves Contract C041573.pdf; Reso - Putnam Moves Contract.docx

Attached please find a proposed Resolution respectfully requested be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration. This resolution will authorize the County extending its contract with NYSDOT to receive funding for our Croton Falls shuttle, as well as maintenance of our park and rides.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner • Department of Planning, Development & Public Transportation •

PHONE | 845.878-3480 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY NEW YORK GOVERNMENT

"Empowering Putnam County through dedicated service."

SUPPORT/APPROVE CONTINUING THE PUTNAM COUNTY PARKING AND TRANSFER PROGRAM AND THE INTERCITY BUS/MASS TRANSPORTATION JOINT SERVICE AGREEMENT TO OPERATE THE CROTON FALLS COMMUTER SHUTTLE AND PARK & RIDE FACILITIES

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WHEREAS, the County of Putnam and the New York State Department of Transportation continue their combined efforts to improve and enhance transportation services in Putnam County, such services provided by and through the Putnam Area Rapid Transit (PART) system, and includes, without limitation, expanding and/or making connections to the regional transit services network, as set forth in the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573, collectively Project ID Number 8824.14, attached hereto as Schedule "A" and Schedule "B"; and

WHEREAS, the County of Putnam transportation system's continued operation of the Croton Falls Commuter Shuttle between Mahopac and Croton Falls will continue to improve, enhance, and expand transportation services in Putnam County in support of the aforesaid collaborative efforts between the County of Putnam and the New York State Department of Transportation; and

WHEREAS, the Putnam County Legislature, together with the County Executive, recommends and approves the continuation of the Putnam County Parking and Transfer Program and Putnam County transportation system to operate the Croton Falls Commuter Shuttle, as aforesaid; now, therefore, be it

RESOLVED, that the County of Putnam be and is hereby authorized to enter into the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573, attached hereto as Schedule "A," with the New York State Department of Transportation for the maintenance of the Park and Ride Lots in Putnam County and payment for passenger transfers between PART and other commuter transportation systems, as well as for the operation of the Croton Falls Commuter Shuttle, collectively Project ID Number 8824.14; and be it further

RESOLVED, that payments made to the County of Putnam under the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573 between the County of Putnam and the New York State Department of Transportation for the Putnam County Parking and Transfer Program shall not, except as otherwise may hereafter be agreed to between Putnam County and New York State, exceed \$287,000 in

monthly or quarterly reimbursements for the period of January 1, 2025 through December 31, 2025 with a total contract amount of \$375,000; and be it further

RESOLVED, that payments made to the County of Putnam under the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573 between Putnam County and New York State for the operation of of the Park & Ride facilities for the period January 1, 2025 through December 31, 2025 or such period as otherwise may be agreed to between Putnam County and New York State,are not to exceed \$52,000 and be it further

RESOLVED, that payments to the County of Putnam under the Intercity Bus/Mass Transportation Joint Service Agreement No. C041573 between Putnam County and New York State for Marketing and Promotion for the period January 1, 2025 through December 31, 2025 or such period as otherwise may be agreed to between Putnam County and New York State up to \$33,000 and Connecting Services will be reimbursed up to \$3,000, and be it further

RESOLVED, that the Putnam County Legislature authorizes the County Executive, or his/her duly appointed designee, to take such actions and execute such documents as may be necessary and appropriate to effectuate the intents and purposes set forth above.

Intercity Bus/Mass Transportation Joint Service Agreement

Comptroller's Contract No. C041573

This Agreement is made this **1st Day of January, 2025** by and between:

The New York State Department of Transportation, ("NYSDOT"),
Having its principal office at 50 Wolf Road, Albany, New York 12232;
and,

Putnam County, NY (the "Contractor"),
Having its principal place of business at **40 Gleneida Avenue, 3rd Floor, Carmel, NY 10512**
Acting by and through the **County Executive, Kevin M. Byrne**

W I T N E S S E T H:

WHEREAS, The United States has provided for the apportionment of Federal aid funds to the State for the purpose of providing federal financial assistance for surface transportation projects to be administered by the States pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration (FHWA); and

WHEREAS, the Governor of the State has designated the NYSDOT to receive and administer federal funds under this Surface Transportation Flexible Program Funding; and

WHEREAS, NYSDOT is authorized by Transportation Law §14 to assist in the operation of transportation facilities and services in the State, including mass transit facilities and services; and

WHEREAS, Transportation Law §14-g (added by Chapter 626 of the Laws of 1982) authorizes NYSDOT, subject to the concurrence of the Director of the Budget, to enter into joint service agreements on behalf of the State with any intercity bus company, the federal government, any other State agency or instrumentality, public authority or municipality for the purpose of providing, maintaining and improving intercity bus passenger service or local or commuter services provided by an intercity bus company; and

WHEREAS, Transportation Law §18-b provides for a Statewide Mass Transportation Operating Assistance ("STOA") program for the purpose of making payments toward the operating expenses of public transportation systems inclusive of any person, firm, or corporation performing "intercity bus passenger service" (as defined in section 14-g) serving two or more counties in New York State, which is under contract with NYSDOT pursuant to section 14-g; and

WHEREAS, State Finance Law §88-a provides for a supplemental state operating assistance program for systems receiving aid under the Section 18-b STOA program; and,

WHEREAS, Chapter 329, 330 and 331 of the Laws of 1991 relating to the establishment of the New York State Dedicated Highway and Bridge Trust Fund permits the use of the Fund for transportation related activities.

Documents Forming the Agreement. This Agreement shall consist of this document, and the following attached appendices, and any laws, rules, regulations and procedures referred to herein.

Schedule A	Project Funding
Schedule B	Work Program
Appendix A	Standard Clauses for New York State Contracts
Appendix A-1	Supplemental Title VI Provisions (Civil Rights Act)
Appendix B	Federal Clauses

Now, therefore, the parties agree as follows:

1. *Contractor Provision of Mass Transportation/Intercity Bus Services.*

1.1 The Contractor now provides mass transportation services, also constituting intercity bus passenger services, and agrees to continue to do so during the duration of this agreement. Specifically, the Contractor agrees to provide the mass transportation services agreed upon by NYSDOT and the Contractor and described in Schedule B attached hereto. Such service shall be provided in accordance with publicly posted schedules and the Contractor is responsible for marketing and promoting the bus service.

1.2 The Contractor shall provide and maintain the service levels described in Schedule B throughout the term of this Agreement. Stops along the route shall be made in accordance with published schedules available to the public and serve as the definitive route and stop description. The Contractor shall maintain the capacity to provide such service by having available back-up equipment of similar type in the event of vehicle breakdown or other unforeseen disruption of service.

1.3 Although the Contractor may adjust its schedule times on route segments without prior written authorization, in order to most efficiently and economically meet travel demand, it may not add to the maximum number of runs operated per day to be used in the calculation of payments until the Contractor submits to NYSDOT an amendment to Schedule B and obtains written NYSDOT approval of such service level changes. The Contractor may not reduce the number of runs operated per day below minimum level specified in Schedule B unless the Contractor submits to NYSDOT an amended Schedule B and obtains written NYSDOT approval prior to making such service level changes.

1.4 When a request to amend Schedule B is received by NYSDOT, it shall have a period of 45 days in which to respond to the Contractor. If no response is sent at the end of that period, the revision requested by the Contractor will be considered to have been approved by NYSDOT, provided the request does not necessitate an increase in the maximum payable amount and/or the maximum amount of mass transportation operating assistance payable hereunder.

1.5 If such request from a Contractor is to eliminate its last service to any community, to reduce its frequency of service to fewer than one round trip daily, or to add new service (defined as an extension of one or more route terminus on an existing route, or an entirely new route), such request shall be accompanied by substantiating financial and ridership data to show why this route, or portion thereof, should no longer be operated, should be operated at such reduced frequency, or should be eligible to receive operating assistance. Such data shall show revenues, expenses, and subsidies received, allocated to the service in question, for each of the preceding two years, (for requests to eliminate or reduce frequencies of existing services); and, if applicable, a pro forma for the subsequent two years. Ridership data, for existing routes, should be based on a recent two-

year period, and must show origin and destination of all passengers carried between route termini, as specified on the Contractor's Schedule B. For new services, the Contractor should provide a reasonable estimate of ridership, along with the methodology used to determine projected ridership. The 45-day response period shall not begin until such data is complete.

1.6 The Contractor shall post a service change or service discontinuation notice, approved by NYSDOT, in any vehicle used to provide service for this agreement 45 days in advance of the effective date of any service change or discontinuation.

1.7 NYSDOT may require that a public hearing be held in conjunction with any of the above requests for amendment or Schedule B. In the event of a public hearing or hearings, NYSDOT shall respond to the amendment request within a period of 90 days from the conclusion of the last public hearing.

1.8 The Contractor may at any time run additional service (subject to its operating authority) without any costs and/or revenue relating thereto being taken into account in connection with any NYSDOT funding hereunder.

2. *General Operating Requirements Applicable to the Contractor.*

The Contractor shall perform or act in accordance with the following:

2.1 At all times, the Contractor agrees to comply with all applicable local, State, and Federal laws and regulations, including those pertaining to interstate and intrastate bus line operation and bus transportation. These include, but are not limited to: the Statewide Rules and Regulations of NYSDOT pursuant to the Transportation Law, Motor Vehicle Law or Title 17 of the NYCRR as related to State Mass Transportation Operating Assistance, the Public Transportation Safety Board, Traffic & Safety, and Operating Authority; Title 15 of the NYCRR as related to licensing; Article 19A of the Vehicle and Traffic Law, and vehicle registration requirements. NYSDOT or the State shall not be responsible, nor shall this contract be construed to authorize or waive, any violation by the Contractor of such laws or regulations.

2.2 Vehicles used by the Contractor in this service shall be generally known in the bus industry to adequately serve the contracted operations and be appropriately sized to serve the ridership demand, which will be fully climate controlled and offer a accepted comfortable ride unless otherwise authorized by NYSDOT. The Contractor shall inform NYSDOT's Designated Representative (See Section 10) monthly, or more frequently if directed by NYSDOT, by mail, of the occurrence of trips not made or trips made with vehicles not conforming to this specification.

2.3 The Contractor shall maintain the vehicles in accordance with the manufacture's specifications and shall keep the exterior and interior of vehicles reasonably clean. All vehicles shall have fully functioning air conditioning and heating systems. The public portion of passenger terminal facilities provided by the Contractor for the subject services shall also be kept reasonably clean by the Contractor. The Contractor's employees and representatives shall present a neat appearance and conduct themselves in a courteous, professional and efficient manner.

2.4 The Contractor shall provide accessible service when requested. The Americans with Disabilities Act (ADA) requires a wheelchair lift equipped bus to be made available along the designated intercity bus route upon 48 hours notice provided by the passenger. A vehicle on-demand approach is acceptable. Route deviation beyond the designated intercity bus route is not required for intercity bus service. However, the Contractor, at is discretion, may provide route deviation on an equitable basis to all passengers and communities along the route.

3. *Penalties and Liquidated Damages.*

Penalties and liquidated damages may be assessed by NYSDOT for unauthorized substitutions, poor vehicle condition, breakdowns, missed stops, failure to adhere to schedule and inspection Out-of-Service (OOS) rates exceeding NYSDOT standards. NYSDOT's Designated Representative shall make the determination to assess liquidated damages based upon company records, field investigations and/or passenger complaints. Any penalties or liquidated damages assessed shall be withheld from quarterly STOA payments. Documented circumstances beyond the Contractor's control, such as weather, construction, or traffic congestion/accidents, shall not be subject to liquidated damages.

3.1 *Trips Missed or Not Completed:* In addition to any other penalty prescribed by statute or by the rules and regulations of NYSDOT, where more than 1.2% of a Contractor's minimum contracted one-way trips per quarter are not operated, no operating assistance will be credited or provided for the trips not operated, and the following penalties may be imposed in addition:

3.1.1 Over 1.2% and up to 2.5% of trips missed, an amount equal to all the revenue vehicle miles not run multiplied by the current mileage formula rate, will be noted and subtracted from the amount of next payment to the operator.

3.1.2 Over 2.5%, an amount equal to two times all the revenue vehicle miles not run multiplied by the actual mileage factor, will be subtracted from the next operating assistance payment to the operator.

3.2 *Use of Non-Conforming Vehicles:* In addition to any other penalty prescribed by statute, or by the rules and regulations of NYSDOT, where more than 2.5% of a Contractor's contracted trips per quarter submitted for STOA are performed by non-conforming vehicles, the following reductions in operating assistance may be made:

3.2.1 Over 2.5% and up to 5% of trips performed with non-conforming vehicles, all the trips so operated will receive assistance at 65% of the current mileage formula rate and 80% of the current passenger formula rate.

3.2.2 Over 5% of trips performed with non-conforming vehicles, all the trips so operated will receive assistance at 45% of the current revenue vehicle mile formula rate and 80% of the current passenger formula rate.

3.3 *Missed Stops or Failure to Adhere to Schedule Times:* The Contractor shall make a good faith effort to serve all scheduled stops and serve those stops on-time. Service shall be considered on-time if the bus arrives no later than 15 minutes after the scheduled arrival time of the published schedule and not later than five minutes prior to the scheduled departure of connecting service. No bus shall depart a scheduled stop before the scheduled departure time or miss a scheduled stop. The Contractor may be subject to liquidated damages of \$100 per incident when over 5% of the quarterly scheduled stops are missed and/or arrived at 15 minutes beyond the published arrival time or less than 5 minutes prior to the scheduled departure of a connecting service.

3.4 *Vehicle Breakdown:* In the event of a vehicle breakdown and the wait for a substitute bus exceeds 90 minutes from the time of breakdown, NYSDOT may assess liquidated damages of \$500 per occurrence.

3.5 *Vehicles & Condition:* In the event the Contractor's vehicles are found not to be in compliance with the Section 2 of this agreement, NYSDOT may assess liquidated damages of up to \$200 per day for the first 5 days and up to \$500 per day thereafter.

3.6 The Department's policy for Inspection Out-of-Service (OOS) rates is equal to or less than 10%. The Contractor agrees to perform necessary maintenance to adhere to this standard. Penalties for non-compliance with the OOS standard are described in the Table 1 below. The Operator Identification Number(s) (ID's) will be used to determine the OOS rate for each carrier. NYSDOT's Office of Safety & Security Services shall be responsible for maintaining OOS data and certifying OOS rates.

TABLE 1: Review Period is January - December		
Amount of Funds withheld will be the greater of:		
For OOS Rates between:	Minimum	Maximum Percent of Authorized Project Amount
> 10% and <= 15%	\$2,500	2%
> 15%	\$5,000	5%

3.7 NYSDOT may waive the penalties and/or liquidated damages, at its sole discretion, if the operator has: (i) Notified the NYSDOT Designated Representative through monthly service reports (or as otherwise directed by NYSDOT) as required hereunder; and, (ii) Provided acceptable reasons for the missed or not completed trips, use of non-conforming vehicles, missed stops, failure to adhere to the schedule times, excessive passenger wait times due to vehicle breakdown, and/or poor vehicle condition.

3.8 Nothing contained in this section shall be deemed to act as a forgiveness or permission to the Contractor to violate any statute, regulation, or order of NYSDOT in any respect. The penalties hereunder do not replace or substitute for any order, sanction, disallowance, penalty or liability that the Contractor may incur as a result of any such violation.

3.9 If the Contractor finds it necessary to change fare levels applicable to services described in Schedule B, the Contractor agrees to provide NYSDOT with at least forty-five (45) days advance written notice prior to the effective date of implementing any fare increase, except for services where another bus company under jurisdiction of federal authority raises fares on directly competing services. In such cases, only one day advanced notice is required for fare increases up to the level charged on the competing services. The Contractor will provide written notice to NYSDOT prior to implementing any fare decreases.

4. *Records.*

The Contractor shall maintain all accounting records in compliance with the applicable rules and regulations of NYSDOT of the State of New York in accordance with Article 7, Title 17 NYCRR and shall file all periodic statements and reports as may be requested by NYSDOT of the State of New York. NYSDOT and the State Comptroller, or their representatives, shall have the power to audit and examine the accounts, books, documents and papers of the Contractor, and any of its affiliated interests pursuant to Section 190 of the Transportation Law.

5. *Recovery of Overpayments.*

Any overpayment shall be repaid by the Contractor to NYSDOT, together with interest on the amount of the overpayment based on the tax underpayment rate established by the Department of Taxation and Finance.

6. *Termination Prior to End of Contract Term.*

This agreement may be terminated by NYSDOT, or by the Contractor, upon 90 days written notice to the other party. In such event the term of this agreement shall end following the 90th day after

the date of mailing of such notice. Should the contract termination result in an orderly shut down of the service provided by the Contractor, the Contractor shall post a service discontinuation notice, approved by NYSDOT, in all vehicles used to provide the service 45 days before the service ends.

7. *Exculpation/Indemnification.*

7.1 *Exculpation.* 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 Contractor 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.

7.2 *Indemnification.* The Contractor itself shall, and shall require its vendors or subcontractors who perform work contemplated by this agreement to, protect, indemnify and save harmless the Contractor and the State of New York, its officers and employees from and against any and all liabilities, liens, losses, claims, damages, judgments, penalties, causes of action, interest, costs and expenses (including, without limitation, court costs, attorney's fees and expenses) or imposed upon or incurred by or asserted against the Contractor, the State of New York or any officer or employee thereof resulting from, arising out of or relating to and, without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising directly or indirectly out of, this Agreement or the Contractor's or such vendor's or subcontractor's performance of this Agreement or the services required by this Agreement.

8. *Insurance.* Contractor agrees to procure and maintain without direct cost to the State except as noted during the pendency of this Agreement, insurance of the kinds and in amounts hereinafter provided by insurance companies authorized to do business in the State of New York or, if Contractor is a municipality that self-insures, an endorsement for such self insurance covering all operations under this Agreement whether performed by it or sub-contractors. Before commencing the work, Contractor shall furnish to NYSDOT a certificate or certificates, in a form satisfactory to NYSDOT, showing compliance with this section, which certificate or certificates, shall provide that such insurance shall not be changed or canceled until thirty (30) days written notice has been given to NYSDOT. The kinds and amounts of insurance required are as follows:

8.1 Policy covering the obligations of Contractor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by the provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless Contractor procures such policy and maintains it until final acceptance of all work described herein;

8.2 Comprehensive General Liability Insurance insuring Contractor and, as additional insureds, NYSDOT and its employees with respect to all operations under this Agreement by Contractor, including in such coverage any omissions and supervisory acts of the State and its employees. Policies of personal injury liability insurance of the types hereinafter specified, each with a combined single limit of \$1 million per occurrence/\$2 million aggregate for all damages arising out of personal injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, all damage arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, for all damages arising out of injury to or destruction of property during the policy period.

8.3 Automobile Liability and Property Damage Insurance. Subject to the same required level of coverage set forth in §8.2 above, a policy covering the use in connection with the work covered by this Agreement of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by New York State law to bear, license plates.

8.4 Limits for Transportation Services. If the services under this Agreement include public transportation or common Contractor services, the minimum insurance levels otherwise required by subsections 8.2 and 8.3 are hereby increased to \$5 million per occurrence/ \$10 million aggregate.

9. Notices.

- 9.1. 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:

Notice Addressees		
Contractor:	Putnam County, New York	State of New York Department of Transportation
Name:	Kevin M. Byrne	Sandra D. Jobson, RA, RLA, AICP
Title:	County Executive	Regional Planning and Program Manager
Address:	40 Gleneida Avenue, 3 rd Floor Carmel, NY 10512	Eleanor Roosevelt State Office Building 4 Burnett Boulevard Poughkeepsie, NY 12603
Telephone:	(845) 808-1001	(845) 431-5723
Facsimile:	(845) 808-1901	(845) 431-7923
E-Mail:		Sandra.Jobson@dot.ny.gov

9.2. 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.

9.3. 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.

10. *Force Majeure*. The obligations of the parties hereunder shall be subject to force majeure (which shall include riots, floods, accidents, acts of God and other causes or circumstances beyond the control of the party claiming such force majeure as an excuse for non-performance) but only so long as, and to the extent that, such force majeure shall prevent the performance of the obligation or portion thereof so affected.

11. *No Assignment without NYSDOT Consent.* The Contractor shall not assign this agreement or any interests herein without first obtaining NYSDOT's written consent thereto, which consent shall not be unreasonably withheld or delayed.

11.1 the Contractor shall not enter into or continue a separate agreement with any authority, county, city, or Indian tribe in New York State under the statewide mass transportation operating assistance program without first obtaining NYSDOT's written consent thereto.

11.2 All the covenants and obligations of the parties hereto shall bind their successors and assigns, and any document assigning same will incorporate language whereby the assignee will specifically accept and assume all such covenants and obligations.

12. *No Waiver.* Forbearance or indulgence by NYSDOT in any regard whatsoever shall not constitute a waiver of any covenant, requirement or condition to be performed by the Contractor and until complete performance by the Contractor of such covenant or condition, NYSDOT shall be entitled to invoke any remedy available to it under this agreement or by law or in equity despite such forbearance or indulgence.

13. *Entire Agreement.* This agreement and the appendices identified herein constitute the entire agreement and it shall not be amended, altered or changed except by a written agreement signed by all of the parties hereto.

14. *Independent Contractor.* The relationship of the Contractor to the State is that of an independent contractor, and the Contractor, in accordance with its status as such contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the State by reason hereof and that it 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, retirement membership or credit.

15. This agreement shall be construed in accordance with and covered by the laws of the State of New York. All appendices attached hereto are an integral part of this agreement and the provisions set forth in the appendices bind the parties hereto to the same extent as if such provisions had been set forth in their entirety in the main body of this agreement. Nothing expressed or implied herein shall give or be construed to give to any person, firm, or corporation other than the Contractor and NYSDOT any legal or equitable right, remedy or claim under or in respect to this agreement. Neither this agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing, signed by NYSDOT and the Contractor unless a provision hereof expressly permits either of the parties to effect termination, amendment, supplementation, waiver or modification hereunder, in which event such action shall be taken in accordance with the terms of such provision.

16. *Term of Agreement.* Unless otherwise terminated hereunder, the term of this Agreement shall be for a period commencing **January 1, 2025**, and ending **December 31, 2025**. NYSDOT may, before the expiration of the term of this Agreement, notify the Contractor in writing that NYSDOT elects to extend the term of Agreement subject to the availability of funds therefore for a period of one year or

Contractor: Putnam County, NY
Project Name: Putnam Moves Shuttle
Project ID Number (PIN):8824.14
OSC Contract Number: C041573

such other period determined by NYSDOT. In such event the term of this Agreement shall be extended for the period provided in NYSDOT's Notice of Extension at the rate or rates and for the services described in the then current NYSDOT-approved Exhibit A.

16.1 Subject to the stated term hereof above cited, this agreement shall remain in effect so long as 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.

17. This Agreement shall be deemed executory only to the extent that funds are made available therefore

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

Municipality/Sponsor:

By: _____
NAME (signature)

Title: County Executive

Municipality/Sponsor Attorney (If applicable)

By: _____

Printed Name

Title: _____

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; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

NOTARY PUBLIC

APPROVED FOR NYSDOT:

BY: _____
For the Commissioner of Transportation Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

BY: _____
For the New York State Comptroller Pursuant to State Finance Law §112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 8824.14**

OSC Contract #: <u>C041573</u>	Contract Start Date: <u>1/1/2025</u> (mm/dd/yyyy)	Contract End Date: <u>12/31/2025</u> (mm/dd/yyyy) <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input checked="" type="checkbox"/> Original Standard Agreement <input type="checkbox"/> Supplemental Schedule A No.		
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Putnam County Other Municipality/Sponsor (if applicable): _____		
<input type="checkbox"/> State Administered <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share		
Authorized Project Phase(s) to which this Schedule applies: <input type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS		
Work Type: OTHER (See Footnotes)	County (If different from Municipality): Putnam	
<small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/>		
Project Description: A mobility program that includes bus service and park & ride facilities in Putnam County		
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8824.14.421	Current	STP (80%)	\$375,000.00	\$300,000.00	\$75,000.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$375,000.00	\$300,000.00	\$75,000.00	\$ 0.00	\$ 0.00

Project Duration: January 1, 2025 through December 31, 2025

CONTRACTOR RESPONSIBILITIES	METHOD & BASIS FOR COMPENSATION	AMOUNT*												
<p>Task 1 Core Bus Operations The County will operate an intercity/inter-municipal comprehensive bus service within Putnam County, NY, which will include connections to destinations in surrounding areas outside the County. The service will meet the goals and objectives of the County and the NYSDOT and be consistent with recommendations of the County's Transportation Task Force and other stakeholders to the extent feasible.</p> <p>The precise routes and schedules of the service will be mutually agreed upon between the County and NYSDOT and be publicly available and distributed in appropriate formats (e.g., paper and electronic) and written languages.</p> <p>The service and vehicles shall be in compliance with and operated/maintained in accordance with the Transportation and Vehicle & Traffic Laws of the State of New York, applicable Federal motor vehicle safety standards, applicable safety rules, and regulations governing motor carriers of passengers. In addition, the County shall maintain optimized operations using innovative and cost effective service techniques to best serve the customers including but not limited to using appropriately sized vehicles commensurate with ridership demand, which will be fully climate controlled and offer a generally accepted comfortable ride.</p>	<p>Payment of the unfunded operating deficit by NYSDOT to the Contractor will be made on a reimbursement basis monthly or quarterly and not to exceed \$287,000 with the operating deficit as total operating cost minus farebox revenues, STOA and the required local match as shown below.</p> <p style="text-align: center;">Compensation Summary:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>January 1, 2025 through December 31, 2025</td> <td></td> </tr> <tr> <td>Predicted Total Operating Cost:</td> <td>\$330,000</td> </tr> <tr> <td>Less Predicted Farebox:</td> <td>-\$ 13,000</td> </tr> <tr> <td>Less Predicted STOA:</td> <td>-\$27,000</td> </tr> <tr> <td>Less Predicted Local Match:</td> <td>-\$3,000</td> </tr> <tr> <td>Predicted Operating Deficit:</td> <td>\$287,000</td> </tr> </table> <p>In support of any payment requests submitted for this task, the County will report expenses and revenues, as well as its required contribution of a local match to STOA, which is estimated to be at least \$ 3,000.</p> <p>Any modification to services, operations, or fares requires mutual agreement between the County and the NYSDOT and shall not be unreasonably denied. Modifications that result in cost savings will reduce the cost to the State in an amount equal to or greater than the total cost reduction or may be reinvested in other work tasks upon mutual agreement. Any increase in services will be permitted and may be included in the calculation of total operating costs, which may determine the state reimbursement to the Contractor contingent on available funding and the service expansion having prior NYSDOT approval.</p>	January 1, 2025 through December 31, 2025		Predicted Total Operating Cost:	\$330,000	Less Predicted Farebox:	-\$ 13,000	Less Predicted STOA:	-\$27,000	Less Predicted Local Match:	-\$3,000	Predicted Operating Deficit:	\$287,000	<p>\$287,000</p>
January 1, 2025 through December 31, 2025														
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Less Predicted Local Match:	-\$3,000													
Predicted Operating Deficit:	\$287,000													

CONTRACTOR RESPONSIBILITIES	METHOD & BASIS FOR COMPENSATION	AMOUNT*
<p>Task 2 Marketing and Promotion The County and/or service operator will promote the bus service using all appropriate opportunities (e.g., radio, TV, websites/online, social media, and print advertising); leveraging 'earned' media opportunities, attendance at employer 'transportation days' and conferences; dissemination of literature on-board buses as well as other venues. The marketing plan and strategy shall be mutually agreed upon and any information that lists, cites, or references NYSDOT or the State of New York in any way, <u>requires</u> prior NYSDOT approval and coordination.</p>	<p>Reimbursement from the State will be made monthly or quarterly from a Payment Request Form or State Voucher and will include supported documentation of receipts and other forms of documentation for all expenses paid.</p>	<p>\$33,000</p>
<p>Task 3 Disposition of Farebox & Revenue The County/operator shall be deemed a trustee and agent with respect to the receipt of all Operating revenues (e.g., 'Farebox' including but not limited to: cash fare, multi-trip, monthly, MTA Metro-North Railroad's Unifiticket and any other forms of revenue such as advertising) raised from the operation of this bus service as specified under this contract. As such, the County/operator, will collect, receive, hold and administer revenue, notably the farebox as well as set fare structure in accordance to FTA requirements. As an incentive to increase ridership, the Contractor shall keep 100% of the farebox revenue above the predicted amount indicated in Task 1. All fare prices/costs and strategies shall be in concurrence with NYSDOT. Where actual revenues go to the County, in the case of Agency sponsored discounts, (e.g., Social Services, or MTA Metro-North Railroad Unifiticket) the County will provide an accounting of the revenue the County or Agency sponsor received and is attributable to each run of passenger service. Operating revenues will be segregated and reported by key components of the service.</p>	<p>Any cost of this task is fundamentally included in the Task 1 amount.</p>	<p>\$0</p>
<p>Task 4 Connecting Services To encourage passenger travel throughout the regional transit system, the County will provide discounted or free transfer fares to the extent possible to any passenger connecting from the Putnam County operated system (e.g., "PART, "Putnam Moves", etc.) to either the Westchester County operated system ("The Bee Line"), or the Housatonic Area Regional Transit ("HART") system; etc. The County will also reasonably cooperate or directly participate with or in other programs and services (e.g., Guaranteed Ride Program) to facilitate travelers' transit needs.</p>	<p>Any cost of this task is fundamentally included in the Task 1 amount.</p>	<p>\$3,000</p>

Project Duration: January 1, 2025 through December 31, 2025

CONTRACTOR RESPONSIBILITIES	METHOD & BASIS FOR COMPENSATION	AMOUNT*
<p>Task 5 Performance Monitoring The County will take all practical and necessary measures to ensure that the service is operated in a professional, customer friendly manner. This will require regular and unannounced random field inspections followed by any and all warranted corrective measures including County imposed penalties. Inspections will include: on-time performance; vehicle cleanliness; vehicle signs; driver courtesy; safe operation of vehicle; parking availability and efficiency of vehicle operation at park and ride lots; cleanliness; safety; maintenance of bus terminals; coordination of connections with other buses and modes of transportation; handling of passenger complaints and suggestions; communications directly to the public or through mass media; sale of all fare instruments, among other routine and non-routine aspects of operating and overseeing a regional bus service.</p>	<p>Any cost of this task is fundamentally included in the Task 1 amount.</p>	<p>\$0</p>
<p>Task 6 Reporting The County will provide ridership reports on a quarterly basis on or before the 15th day of the subsequent quarter, in a format mutually agreeable to NYSDOT. The reports will detail ridership per trip/run, ridership per day, summarize the average ridership on a daily and monthly basis, and include monthly and yearly trend comparison.</p> <p>Service interruptions including but not limited to severe lateness, missed and non-completed trips are to be reported timely in accordance with a mutually agreeable communication plan, which will include protocols to notify impacted agencies and the traveling public.</p> <p>In addition to quarterly ridership reports, with each payment request, the County will submit financial and operational reports including but not limited to the following:</p> <ul style="list-style-type: none"> • Operating costs, (due annually) • Passenger and other operating revenue received, • Other operating subsidies received, • Number of vehicle trips per day, • Vehicle hours / miles traveled (revenue & deadhead), • Missed trips, non-completed trips, and lateness, • Vehicle / Passenger Accident & Incident Reports • Operational problems and issues inconsistent with intended delivery of services • Annual reports will accompany the final payment application. <p>The Contractor, throughout the contract period, will meet all reasonable requests to meet with the State and operator and to provide summary reports, at least one of which will be an annual report, to be submitted no later than 45 days after the contract term.</p>	<p>Any cost of this task is fundamentally included in the Task 1 amount.</p>	<p>\$0</p>

CONTRACTOR RESPONSIBILITIES	METHOD & BASIS FOR COMPENSATION	AMOUNT*
<p>Task 7. Provision of Park & Ride facilities</p> <p>In direct collaboration with NYSDOT, the County will continue to develop, provide, and operate park and ride facilities primarily to serve and promote bus services operations. The facilities shall be open and available to the traveling public 24 hours per day, 365 days per year (operational exceptions may apply), and operated on a 'first-come, first-served' basis with no preference given to place of residence or intended mode of travel.</p> <p>The park & ride facilities can be located on property owned and operated by the County, local municipality, private entity or any combination thereof but must be contractually dedicated to the intended use which will include <u>all</u> provisions for safe, efficient, and attractive operations. The facility and its use must comply with all applicable laws, ordinances, and regulations as well as all NYSDOT parameters and fully accessible and in compliance with the American with Disabilities Act. The lot location, characteristics, and features are subject to the approval of NYSDOT.</p> <p>This work task shall include all activities necessary to ensure that the park & ride lots and appurtenances are maintained in a state of good repair and that the facilities are proper, safe, and adequately serve the needs of the traveling public. These activities may include but are not necessarily limited to the following: All reasonable pavement maintenance activities (e.g., timely removal of snow, ice, as well as other hazardous and objectionable materials, minor surface/pothole repairs, minor paving, seal coating, pavement striping/markings or curb repairs), law and operation enforcement, maintenance of drainage ways and structures, sign maintenance, garbage collection, lighting, landscaping, minor fence, and removal of abandoned or otherwise unwelcome vehicles or debris.</p>	<p>Reimbursement from the State will be made monthly or quarterly from a Payment Request Form or State Voucher and will include supported documentation of receipts and other forms of documentation for all expenses paid.</p>	<p>\$52,000</p>
<p>TOTAL:</p>		<p>\$375,000</p>

*Amounts may be redistributed between tasks upon mutual agreement of the Contractor and NYSDOT.

#62

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

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

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

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

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

WHEREAS, other potential involved or interested agencies have been identified in connection with the Proposed Action; and

WHEREAS, the Putnam County Legislature hereby declares its intent to act as the Lead Agency under the procedures and requirements of SEQRA; and

WHEREAS, a full Environmental Assessment form (EAF) has been prepared for the Project, along with supporting documentation, which is attached hereto and made a part hereof; and

WHEREAS, the Putnam County Legislature, after a review of SEQRA 6 NYCRR Part 617 et seq., finds that the Proposed Action is an Unlisted action; now therefore be it

RESOLVED, that the Putnam County Legislature will conduct a coordinated SEQRA environmental review for the Proposed Action in connection with the Project; and be it further

RESOLVED, that this Resolution shall take effect immediately.

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

*cc:all
Phys*

Diane Schonfeld

From: Barbara Barosa
Sent: Tuesday, February 4, 2025 12:53 PM
To: Diane Schonfeld; Diane Trabulsy
Cc: Thomas Feighery; Joseph Bellucci; Michael Lewis; Dain Pascoello
Subject: SEQR Lead Agency Resolution and EAF - Terry Hill & Rt 311 project
Attachments: Resolution-Terry Hill & Route 311 SEQR-Lead Agency.docx; Terry Hill Rt 311 FEAF.pdf; 240903MA_Preliminary Highway Improvement Plans.pdf

Attached please find a proposed Resolution and supporting documentation respectfully requested be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner • Department of Planning, Development & Public Transportation •
PHONE | 845.878-3480 • WEBSITE | PUTNAMCOUNTYNY.COM
PUTNAM COUNTY NEW YORK GOVERNMENT
"Empowering Putnam County through dedicated service."

LEAD AGENCY/ SEQRA DETERMINATION/ TERRY HILL ROAD (CR 46) AND NYS ROUTE 311 INTERSECTION IMPROVEMENTS

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

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

WHEREAS, other potential involved or interested agencies have been identified in connection with the Proposed Action; and

WHEREAS, the Putnam County Legislature hereby declares its intent to act as the Lead Agency under the procedures and requirements of SEQRA; and

WHEREAS, a full Environmental Assessment form (EAF) has been prepared for the Project, along with supporting documentation, which is attached hereto and made a part hereof; and

WHEREAS, the Putnam County Legislature, after a review of SEQRA 6 NYCRR Part 617 *et seq.*, finds that the Proposed Action is an Unlisted action; now therefore be it

RESOLVED, that the Putnam County Legislature will conduct a coordinated SEQRA environmental review for the Proposed Action in connection with the Project; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

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

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Putnam County Department of Public Works	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	New York State Department of Transportation	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?

Residential

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Carmel Central School District

b. What police or other public protection forces serve the project site?

Kent Police Department

c. Which fire protection and emergency medical services serve the project site?

Kent Fire Department; Lake Carmel Fire Department

d. What parks serve the project site?

Edward Ryan Memorial Park - 1.8 mile from site; Lake Carmel Park District - 1 mile from site; Wonder Lake State Park - 3.2 miles from site

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Intersection Improvements

b. a. Total acreage of the site of the proposed action? _____ 1.36 acres
b. Total acreage to be physically disturbed? _____ 1.36 acres (includes pavement resurfacing area)
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0.47 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____

ii. Is a cluster/conservation layout proposed? Yes No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No

i. If No, anticipated period of construction: _____ 4 months

ii. If Yes:

- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year

• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

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

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

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

If Yes:

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

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

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

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

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

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

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

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

If Yes:

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

- Do existing sewer lines serve the project site? Yes No
- Will a line extension within an existing district be necessary to serve the project? Yes No

 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

- How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
- Describe types of new point sources. _____
- Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 - If to surface waters, identify receiving water bodies or wetlands: _____
 - Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

- Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

- Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
- In addition to emissions as calculated in the application, the project will generate:
 - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 8:00 AM - 6:00 PM • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
--	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____

 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

- i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
- ii. Anticipated rate of disposal/processing:
 - _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 - _____ Tons/hour, if combustion or thermal treatment
- iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

- i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____
- ii. Generally describe processes or activities involving hazardous wastes or constituents: _____
- iii. Specify amount to be handled or generated _____ tons/month
- iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____
- v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

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

a. Existing land uses.

- i. Check all uses that occur on, adjoining and near the project site.
 - Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 - Forest Agriculture Aquatic Other (specify): _____
- ii. If mix of uses, generally describe:

Residential with some commercial properties located east of work area.

b. Land uses and covertypes on the project site.

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

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ > 6 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

UpC - Urban land-Paxton complex	_____	65 %
UwB - Urban land-Woodbridge	_____	35 %
	_____	%

d. What is the average depth to the water table on the project site? Average: _____ > 5 feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: 100 % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____
 NA _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____
 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name _____ Date _____

Signature Philip J. DeGloria Title _____

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

Agency Use Only [If applicable]

Project :

Date :

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

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

Tips for completing Part 2:

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

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

2. Impact on Geological Features

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

NO

YES

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

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

3. Impacts on Surface Water

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

NO

YES

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

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

1. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater
 The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. NO YES
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
 If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding
 The proposed action may result in development on lands subject to flooding. NO YES
 (See Part 1. E.2)
 If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

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

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

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

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

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

13. Impact on Transportation

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

 NO YES

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

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

14. Impact on Energy

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

 NO YES

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

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

15. Impact on Noise, Odor, and Light

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

 NO YES

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

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

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

16. Impact on Human Health The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.
(See Part 1. C.1, C.2. and C.3.)

NO

YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.
(See Part 1. C.2, C.3, D.2, E.3)

NO

YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Project : Date :

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

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

Upon review of the information recorded on this EAF, as noted, plus this additional support information
The planned intersection reconstruction will improve the operations and overall safety of the intersection by providing the separate turn lanes.
Pedestrians and bicycles will also be accommodated with the improvements.

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

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

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

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

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

Name of Action: NYS Route 311 & Terry Hill Road

Name of Lead Agency: Putnam County Department of Public Works

Name of Responsible Officer in Lead Agency: Joseph Bellucci

Title of Responsible Officer: Deputy Commissioner

Signature of Responsible Officer in Lead Agency:

Date:

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



Date:

10/25/2024

For Further Information:

Contact Person: Joseph Bellucci, Deputy Commissioner

Address: 842 Fair Street, Carmel, NY 10512

Telephone Number: 845-878-6331 ext. 40174

E-mail: Joseph.Bellucci@putnamcountyny.gov

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

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

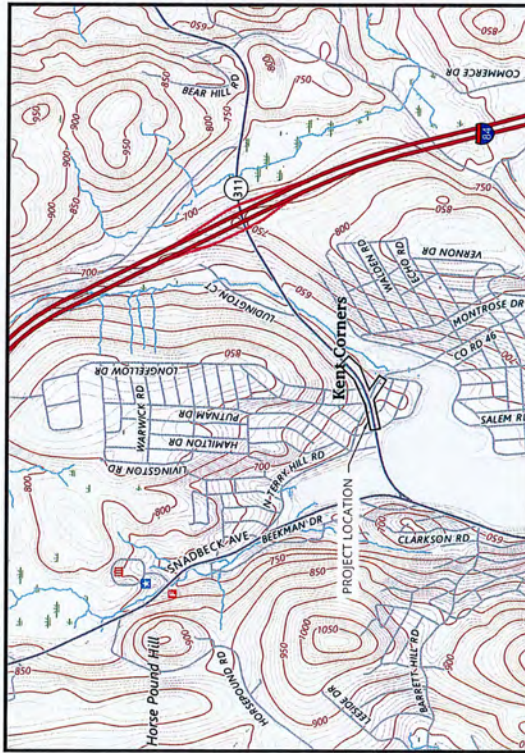
Other involved agencies (if any)

Applicant (if any)

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

HIGHWAY IMPROVEMENT PLANS FOR NYS ROUTE 311 IMPROVEMENTS NYS ROUTE 311 & TERRY HILL ROAD (C.R. 46) TOWN OF KENT PUTNAM COUNTY COUNTY NEW YORK STATE

DESIGN TRAFFIC DATA NYS ROUTE 311	
FUNCTIONAL CLASSIFICATION	URBAN THROUGH ARTERIAL
AD 85	3.5k
POSTED SPEED MPH	30 MPH
DESIGN SPEED	35 MPH



KEY MAP

SCALE: 1" = 1000'

SOURCE: U.S. GEOLOGICAL SURVEY

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

STANDARD SPECIFICATION §106-11 BUY AMERICA SHALL APPLY.
NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SHEETS DATED,
LATEST REVISION, ARE APPLICABLE TO THIS PROJECT.

NUMBER OF SHEETS	SHEET NUMBERS	DESCRIPTION
1	CDS-1	COVER SHEET
1	CDS-2	GENERAL NOTES
1	CDS-3	GENERAL NOTES
1	CDS-4	GENERAL NOTES
1	CDS-5	GENERAL NOTES
1	CDS-6	GENERAL NOTES
1	CDS-7	GENERAL NOTES
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1	CDS-100	GENERAL NOTES

PRELIMINARY

HIGHWAY IMPROVEMENT PLANS
FOR
NYS ROUTE 311
IMPROVEMENTS

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

TOWN OF KENT
PUTNAM COUNTY
NEW YORK

Colliers
Engineering & Design
www.colliersengineering.com
1000 West 10th Street, Suite 1000
New York, NY 10011
Phone: 212-512-2000
Fax: 212-512-2001
Email: info@colliersengineering.com

PROJECT NO. 100-100-100-100
SHEET NO. 100-100-100-100
DATE 10/10/10

COVER SHEET
CS-01

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

GENERAL NOTES

- 1. TOPOGRAPHIC SURVEY INFORMATION HAS BEEN OBTAINED FROM A SURVEY PERFORMED BY...
2. MATERIAL AND CONSTRUCTION SPECIFICATIONS, NEW YORK STATE DEPARTMENT OF...
3. CONTRACTOR SHALL VERIFY EXISTING GRADES, EXISTING STRUCTURE LOCATIONS AND...
4. CONTRACTOR SHALL COMPLETE SURVEY TASKS (IE, STATION, ROADWAY, MARK, OUT...
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EXCAVATION SPECIAL NOTES

- 1. EXISTING UTILITY CROSSINGS UNDER NYS DOT RIGHT-OF-WAY SHALL BE A MINIMUM OF 10 FEET...
2. LONGITUDINAL UTILITY RUNS, OUTSIDE THE PAVEMENT LIMITS MUST BE A MINIMUM OF THREE (3)...
3. FROM THE EXISTING GRADE TO THE TOP OF UTILITY, THE PAVEMENT LIMITS ARE 19 FEET FROM THE...
4. ANY EXCAVATION WHICH EXCEEDS FIVE (5) FEET IN DEPTH AND HAS LIVE TRAFFIC ON UTILITIES WITHIN...
5. DESIGN DOCUMENTS FOR PREPARATION "SHIELDING BOX" WHEN USED, SHALL BE SIGNED AND...
6. DESIGN DOCUMENTS FOR PREPARATION "SHIELDING BOX" WHEN USED, SHALL BE SIGNED AND...
7. DESIGN DOCUMENTS FOR PREPARATION "SHIELDING BOX" WHEN USED, SHALL BE SIGNED AND...

EXISTING UTILITIES

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SIGNING NOTES

- 1. SETTING SIGNS AS SHOWN BELOW THE NEW ONE-YEAR INSTALLATION PERIODS SHALL BE PROVIDED AT THE...
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GUIDE RAIL NOTES

- 1. THE CONTRACTOR SHALL PROVIDE A SCHEDULE TO THE ENGINEER DETAILING WHEN GUIDE RAIL...
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Colliers Engineering & Design logo and contact information.

Professional Engineer Seal for Gregory J. Collier, No. 13118, State of New York.

Table with 4 columns: REV, DATE, DRAWN BY, CHECKED BY.

PRELIMINARY text oriented vertically.

HIGHWAY IMPROVEMENT PLANS FOR NYS ROUTE 311 IMPROVEMENTS TERRY HILL ROAD (C.R. 66) TOWN OF KENT PUTNAM COUNTY NEW YORK

Colliers Engineering & Design logo and contact information.

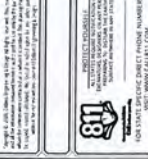
Table with 4 columns: DATE, DRAWN BY, CHECKED BY, PLOT NUMBER.

GENERAL NOTES GN-01

WORK ZONE TRAFFIC CONTROL NOTES

- 1. GENERAL:** THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.
- 2. CONSTRUCTION EQUIPMENT & MATERIALS:** THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.
- 3. PAVING VEHICLES:** THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.
- 4. WORK ZONES:** THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.
- 5. OVERLAPPING WORK AREAS:** THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.
- 6. CONES, DRUMS, BARRICADES AND MARKERS:** THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.
- 7. TRAFFIC SIGNALS:** THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.
- 8. TRAFFIC SIGNALS:** THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.
- 9. TEMPORARY PAVEMENT MARKINGS:** THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.
- 10. SIGNAGE:** THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.
- 11. GUIDE RAIL WORK:** THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.

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NO.	DATE	REVISION

PRELIMINARY
HIGHWAY IMPROVEMENT PLANS
FOR
NYS ROUTE 311 IMPROVEMENTS
NYS ROUTE 311 B
TERRY HILL ROAD (C.R. 46)
TOWN OF RENTON
PUTNAM COUNTY
NEW YORK

Colliers Engineering & Design
100 West 31st Street, 10th Floor, New York, NY 10001
Tel: (212) 465-1100 Fax: (212) 465-1101

GENERAL NOTES			

14. PUBLIC INGRESS AND EGRESS: THE CONTRACTOR SHALL MAINTAIN PUBLIC INGRESS AND EGRESS THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.

15. PRELIMINARY WORK: THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.

16. CONSTRUCTION TRAFFIC CONTROL: THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.

PAVEMENT EDGE DROPOFF PROTECTION
A DROPOFF OF APPROXIMATELY 2 INCHES IN SURFACE ELEVATION OF MORE THAN 2 INCHES AT APPROXIMATELY 4 INCHES FROM THE EDGE OF THE TRAVELLED WAY SHALL BE PROVIDED. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.

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TABLE 1512 PAVEMENT EDGE DROPOFF PROTECTION

HEIGHT (FEET)	PAVEMENT AREA (SQ. FT.)	PAVEMENT TYPE	PAVEMENT CLASSIFICATION	PAVEMENT CLASSIFICATION
1-1/2"	100	NO	NO	NO
2-1/2"	100	NO	NO	NO
3-1/2"	100	NO	NO	NO
4-1/2"	100	NO	NO	NO
5-1/2"	100	NO	NO	NO
6-1/2"	100	NO	NO	NO
7-1/2"	100	NO	NO	NO
8-1/2"	100	NO	NO	NO
9-1/2"	100	NO	NO	NO
10-1/2"	100	NO	NO	NO

19. TEMPORARY PAVEMENT MARKINGS: THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 817 OF THE NYSDOT STANDARD SPECIFICATIONS.

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GENERAL NOTES			

UNAUTHORIZED ALTERATION OF ADDITION TO A SURVEY OR ENGINEERING MAP REPAIRING A LICENSED LAND SURVEYOR OR PROFESSIONAL ENGINEER IN VIOLATION OF SECTION 2205, SUBSECTION 2, OF THE NEW YORK STATE EDUCATION LAW OR ANY PARTS WITH THE LAND SURVEYOR OR PROFESSIONAL ENGINEER SHALL BE PENALIZED AND CORRECTED COPIES OF THE LAND SURVEYOR OR PROFESSIONAL ENGINEER'S ORIGINAL WORK AND ORIGINAL PLAN SHALL BE FORWARDED TO THE SURVEYOR GENERAL.

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

REV	DATE	BY	CHKD	DESCRIPTION

PRELIMINARY

HIGHWAY IMPROVEMENT
PLANS
FOR
NYS ROUTE 311
IMPROVEMENTS

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

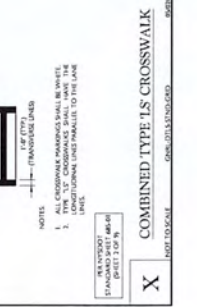
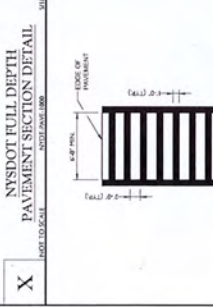
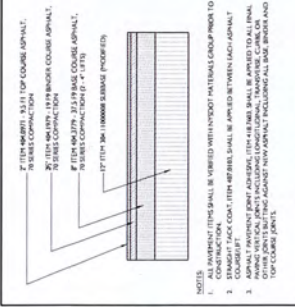
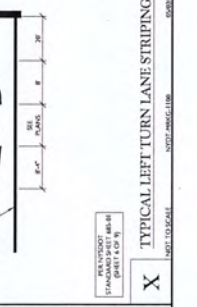
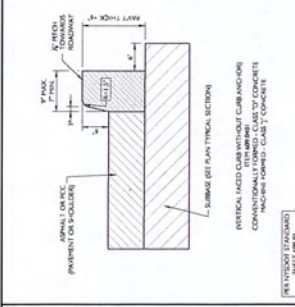
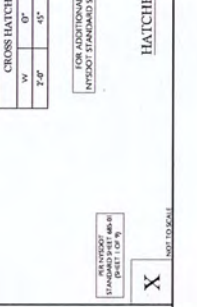
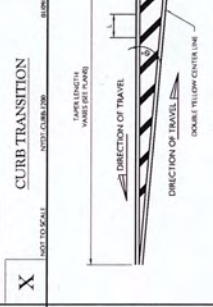
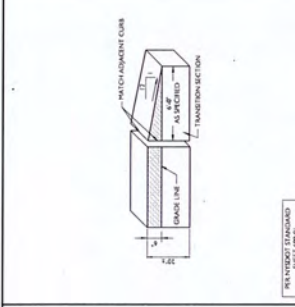
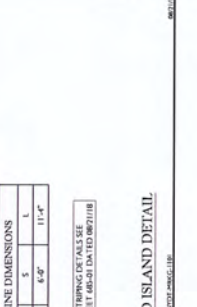
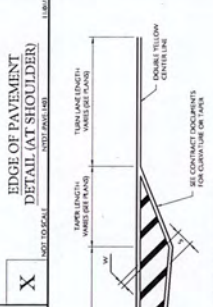
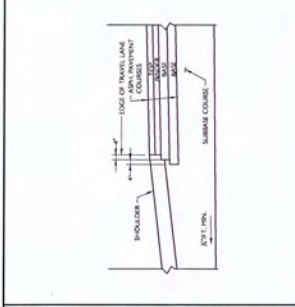
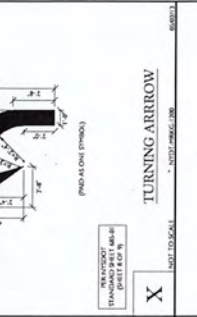
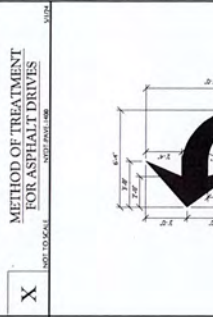
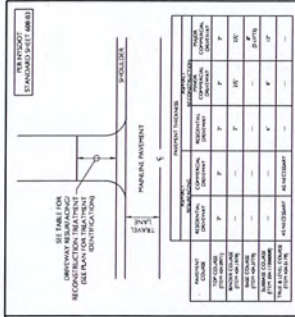
TOWN OF KENT
PUTNAM COUNTY
NEW YORK

Colliers
Engineering
& Design
1000 W. 10th Street, Suite 200
New York, NY 10011
Tel: (212) 512-1000
Fax: (212) 512-1001

DATE	BY	CHKD	SCALE	FILE NO.

CONSTRUCTION DETAILS
DTL-01

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UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY OR ENGINEERING MAP BEARING A LICENSED LAND SURVEYOR OR PROFESSIONAL ENGINEER IS A VIOLATION OF SECTION 7205, SUB DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
ONLY MAPS WITH THE LAND SURVEYOR OR PROFESSIONAL ENGINEER'S SEAL ARE GENUINE TITLE AND CORRECT COPIES OF THE LAND SURVEYOR OR PROFESSIONAL ENGINEER'S ORIGINAL WORK AND DIVERSED.



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DANIEL N. SCORSELLA
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 14533
 STATE OF NEW YORK

REV.	DATE	BY	CHKD.	DESCRIPTION

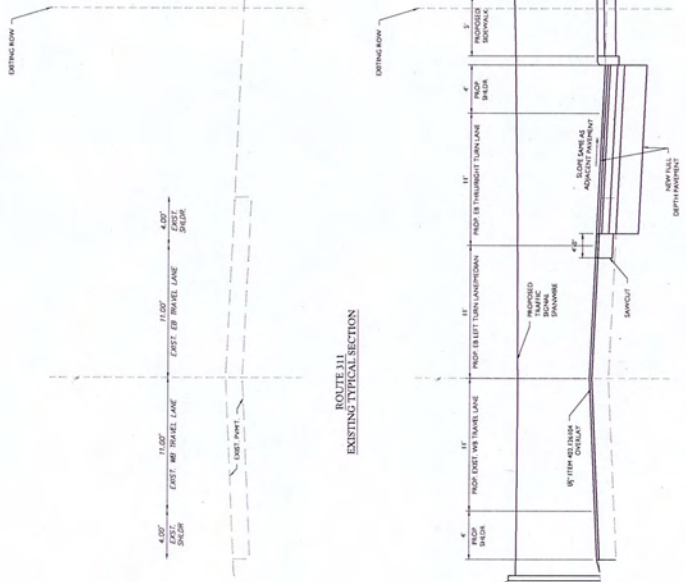
PRELIMINARY

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

Colliers Engineering & Design
 800 Columbus Avenue
 Yonkers, NY 10595
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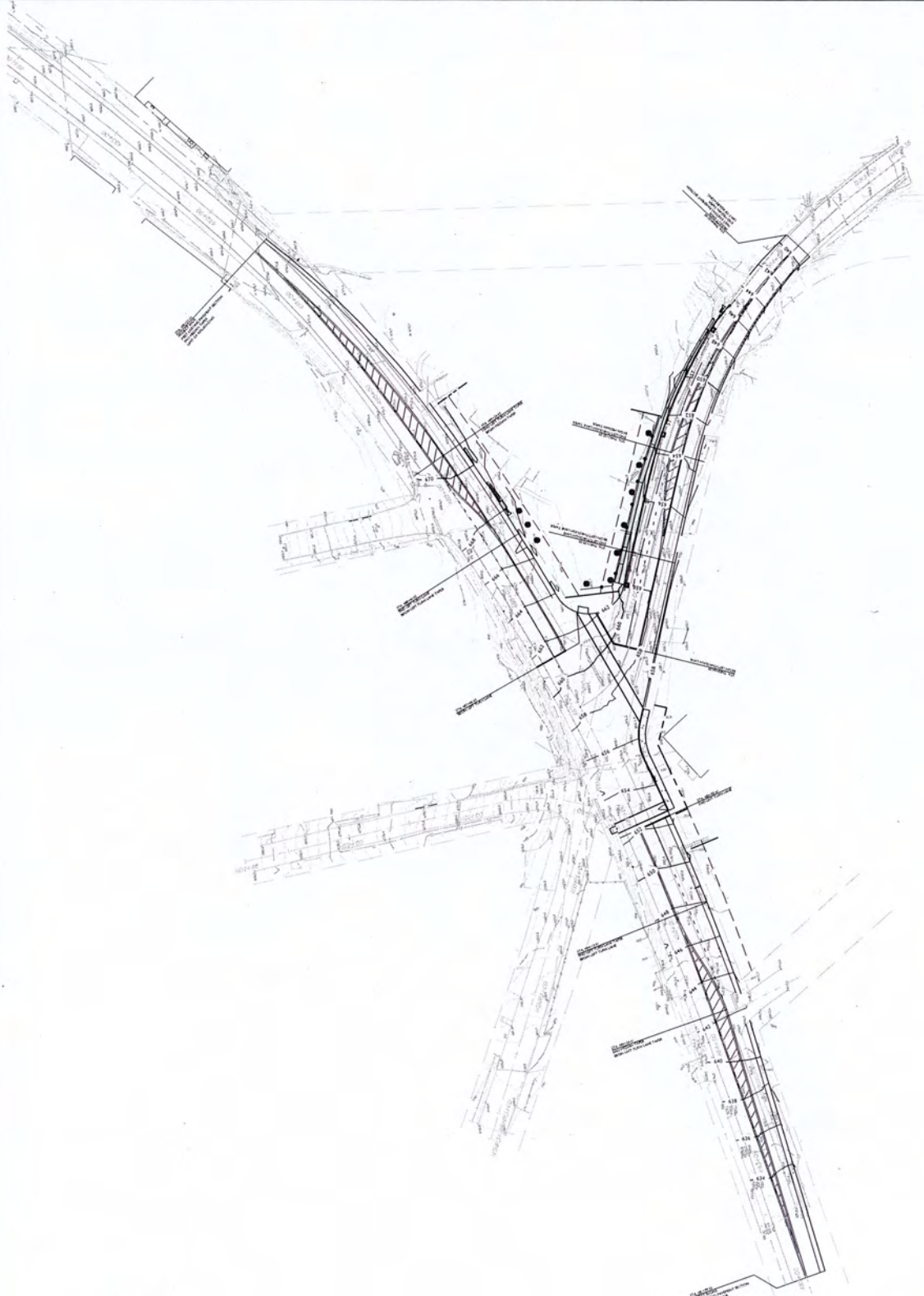
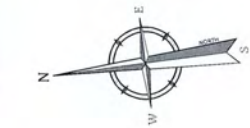
DATE	ISSUE	BY	CHKD.	DATE	P.L. NO.	P.L. NO.
12/10/2010				10/16/2010		

TYPICAL SECTIONS
 TYP-01



UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY OR ENGINEERING MAP BEARING A LICENSED LAND SURVEYOR OR PROFESSIONAL ENGINEER'S SEAL OR SIGNATURE IS A VIOLATION OF SECTION 2309, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW AND IS A CRIMINAL OFFENSE UNDER SECTION 2309, SUBDIVISION 3, OF THE NEW YORK STATE EDUCATION LAW AND IS A VIOLATION OF SECTION 2309, SUBDIVISION 3, OF THE NEW YORK STATE EDUCATION LAW. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM COLLIERS ENGINEERING & DESIGN.

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REV	DATE	DESCRIPTION

PRELIMINARY

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

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DATE	ISSUED BY	SCALE	PLANT NUMBER

GRADING & DRAINAGE PLAN
GD-01

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY OR ENGINEERING MAP BEARING A LICENSED LAND SURVEYOR OR PROFESSIONAL ENGINEER'S SEAL OR A VIOLATION OF SECTION 7205, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
ONLY MAPS WITH THE LAND SURVEYOR OR PROFESSIONAL ENGINEER'S SEAL ARE GUARANTEED. THESE AND CORRECT COPIES OF THE LAND SURVEYOR OR PROFESSIONAL ENGINEER'S ORIGINAL WORK AND OPINION.

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SERIALS ACQUISITION
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TEL: 734 769 1300
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REV	DATE	BY	CHKD BY	SECTION

PRELIMINARY

HIGHWAY IMPROVEMENT PLANS

FOR

NYS ROUTE 311 IMPROVEMENTS

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

TOWN OF KENT
PUTNAM COUNTY
NEW YORK

WESTCHESTER

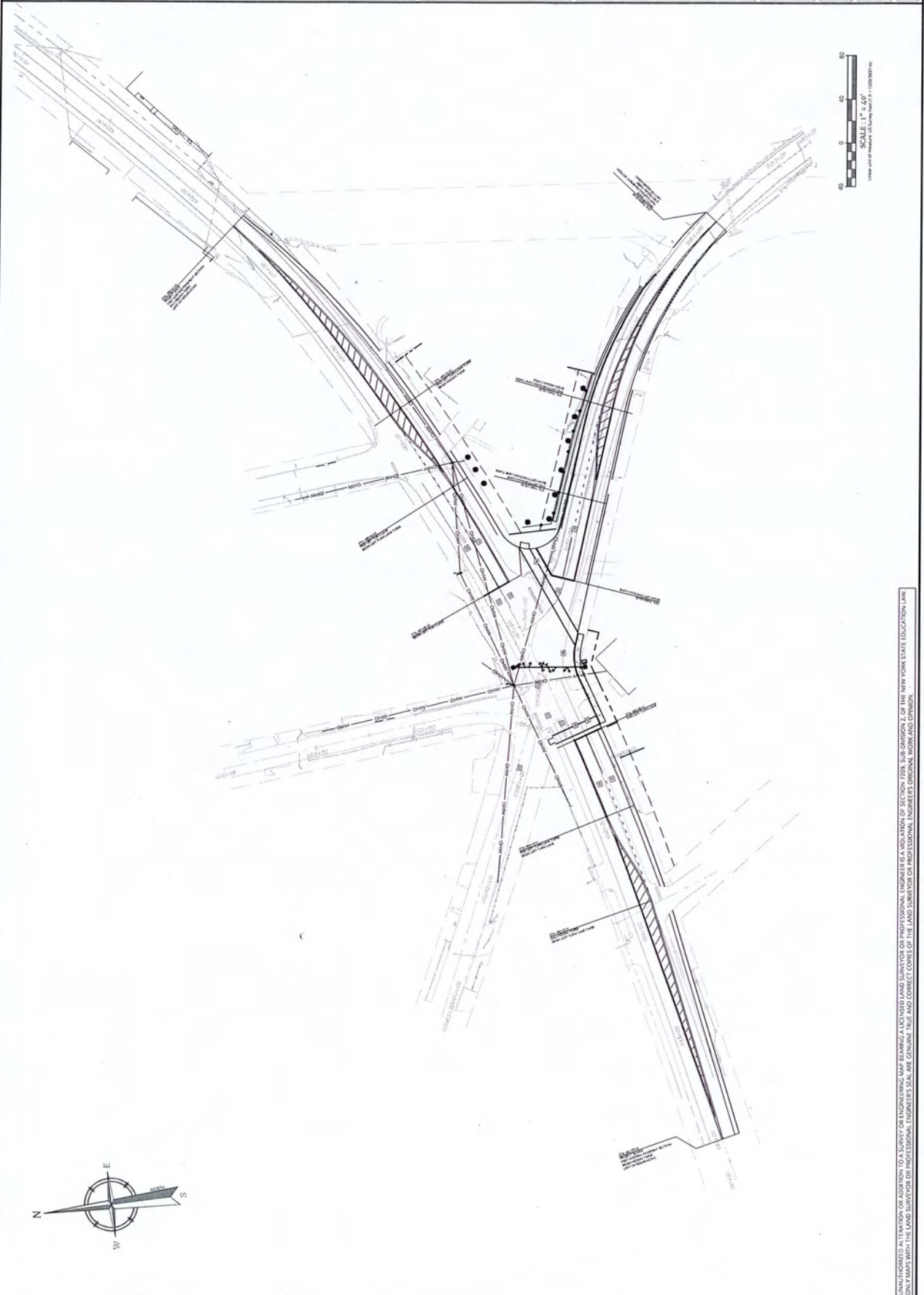
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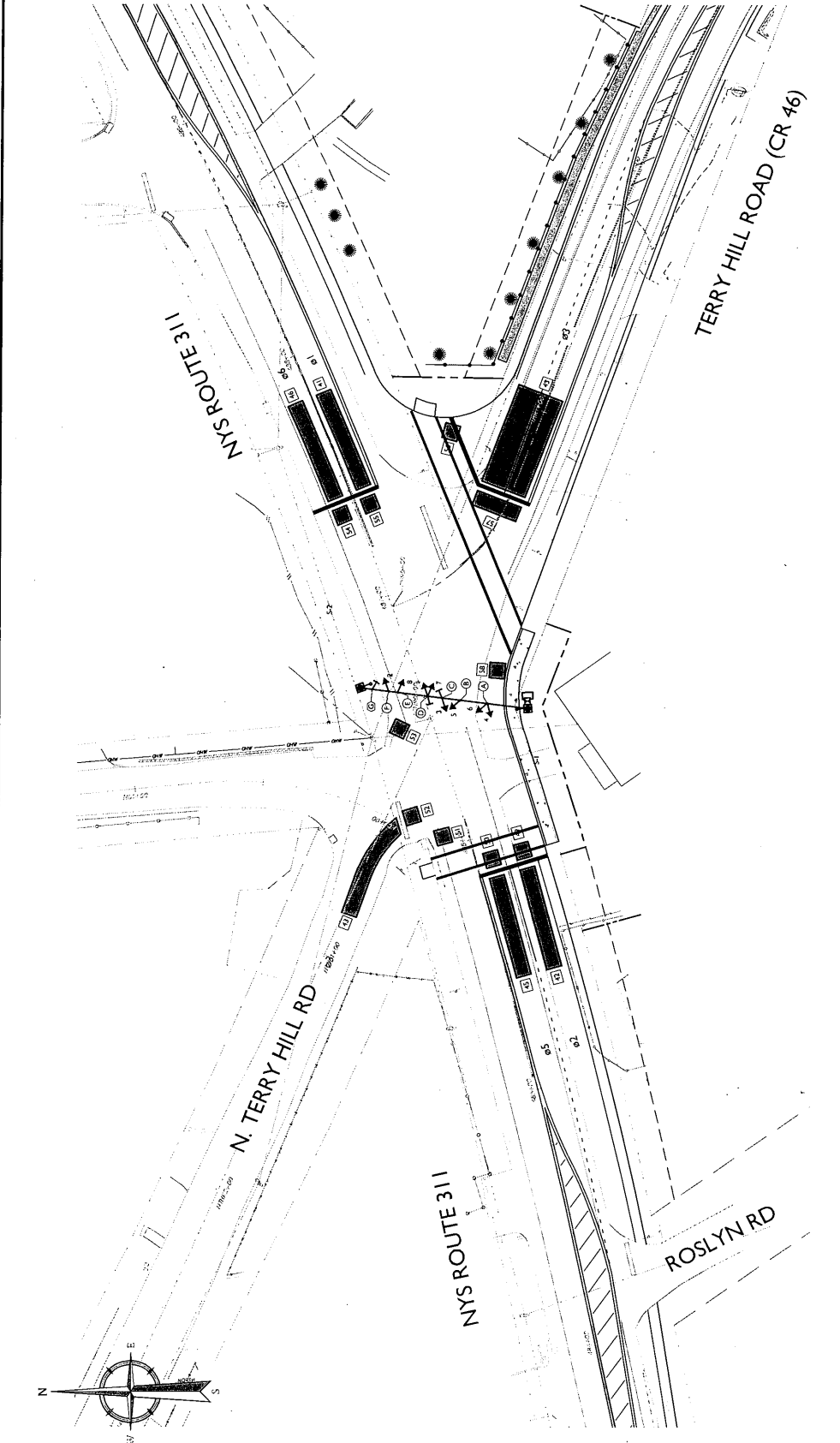
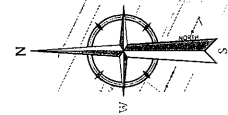
SIGNING & STRIPING PLAN

SP-01



UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY OR ENGINEERING MAP BEARING A LICENSED LAND SURVEYOR OR PROFESSIONAL ENGINEER'S INDICATION OF SECTION 7096, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW, OR ANY PART THEREOF, IS PROHIBITED AND CONSIDERED A VIOLATION OF THE PROFESSIONAL ENGINEERING AND SURVEYING LAW AND THE PENALTY THEREFOR IS IMPOSED BY THE STATE OF NEW YORK.

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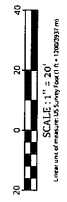
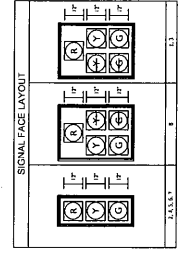


LEGEND

- SIGNAL HEAD
- OVERHEAD SIGN
- GRIDSPLIT VIDEO DETECTION CAMERA
- 6' x 48' DETECTION ZONE
- 6' x 6' DETECTION ZONE

SIGN TEXT LEGEND

NO.	SIGN TEXT	MULTI.C.D. NO.	ITEM
C-D		R3-5L	680.8707
6		R3-5R	680.8707



 www.colliersengineering.com 100 South Street, Suite 200 Putnam County, NY 12568 Phone: (845) 838-1234 Fax: (845) 838-1235	 FOR STATE PROJECT PHONE NUMBERS VISIT WWW.CALL811.COM	REV	DATE	DRAWN BY	DESCRIPTION
HIGHWAY IMPROVEMENT PLANS FOR NYS ROUTE 311 IMPROVEMENTS NYS ROUTE 311 & TERRY HILL ROAD (C.R. 46) TOWN OF KENT PUTNAM COUNTY NEW YORK					
WESTMEASURER 100 SOUTH STREET PUTNAM COUNTY, NY 12568 PHONE: (845) 838-1234 FAX: (845) 838-1235 www.colliersengineering.com					
DATE	DRAWN BY	CHECKED BY	IN CHARGE	PROJECT	TRAFFIC SIGNAL PLAN
PROJECT NO.: TSP-01					

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6j

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

APPROVAL - RATIFICATION OF APPLICATION FOR 2025 GRANT FUNDS AVAILABLE THROUGH THE NEW YORK STATE COUNTY INFRASTRUCTURE GRANT PROGRAM (Terry Hill Road (CR 46) and NYS Route 311 Intersection Improvement Project)

WHEREAS, under New York’s County Infrastructure Grant Program, Empire State Development will provide up to \$50 million in grants to support county-led infrastructure projects across the State which directly or indirectly support economic development, support the creation of housing, contribute to placemaking, or encourage tourism; and

WHEREAS, the County Infrastructure Grant Program grant funding will fund projects that do not directly support the creation of at least (10) ten new housing units for an award up to \$500,000. All projects that directly support the creation of at least (10) ten new housing units, are eligible for an award up to \$1,000,000; and

WHEREAS, there is a minimum 50% non-ESD match and a non-refundable \$250 application fee required; and

WHEREAS, the funding requires an application to apply the funding to an eligible project from each County, and the deadline for application submission is Tuesday, April 1, 2025, OR when all eligible Counties have applied and/or notified us of no application forthcoming; and

WHEREAS, the County, by and through the Putnam County Department of Planning, Development and Public Transportation (the “Department”), is desirous to apply for funding for the Department of Public Works’ Terry Hill Road (CR 46) and NYS Route 311 intersection improvement project and plans to submit a grant application on or before the April 1, 2025 deadline set forth by New York State; and

WHEREAS, the Legislature, by and through the Physical Services Committee, approves the County’s application for the NYS County Infrastructure Grant Program submitted by the Department to Empire State Development; now therefore be it

RESOLVED, that the County Executive, together with the County Legislature, supports the County’s application for NYS County Infrastructure Grant funding in connection with the costs associated with Terry Hill Road (CR 46) and NYS Route 311 intersection improvement project to be formally submitted to ESD on/before April 1, 2025, is hereby accepted, approved and ratified by the County Legislature.

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

cc: all
phys.

APPROVAL/RATIFICATION OF APPLICATION FOR 2025 GRANT FUNDS AVAILABLE THROUGH THE NEW YORK STATE COUNTY INFRASTRUCTURE GRANT PROGRAM

WHEREAS, under New York’s County Infrastructure Grant Program, Empire State Development will provide up to \$50 million in grants to support county-led infrastructure projects across the State which directly or indirectly support economic development, support the creation of housing, contribute to placemaking, or encourage tourism; and

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2025 FEB -4 PM 4:27
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Diane Schonfeld

From: Barbara Barosa
Sent: Tuesday, February 4, 2025 4:07 PM
To: Diane Schonfeld; Diane Trabulsy
Cc: Michael Lewis; Dain Pascoello; Thomas Feighery
Subject: Resolution - NYS County Infrastructure Grant Funding
Attachments: Reso-County Infrastructure Grant Applic Approval-Feb25.docx

Attached please find a proposed Resolution respectfully requested to be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner • Department of Planning, Development & Public Transportation •

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PUTNAM COUNTY NEW YORK GOVERNMENT

"Empowering Putnam County through dedicated service."

#6K

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

LEAD AGENCY - SEQRA DETERMINATION EXTERIOR RESTORATION OF THE HISTORIC PUTNAM COUNTY COURTHOUSE PROJECT - TOWN OF CARMEL

WHEREAS, the Putnam County Legislature is considering the approval of a Putnam County Department of Public Works project to restore the exterior façade and four decorative columns of the Historic Courthouse located at 40 Gleneida Avenue, Town of Carmel, New York; and

WHEREAS, the proposed project will consist of restoring the exterior of the Historic Courthouse, focusing on the four decorative columns and the front façade. The columns require repairs to address moisture damage and rotted wood, with improvements to ventilation to prevent future deterioration. The exterior wood will be restored and sealed with an epoxy coating to protect against moisture. The paint will be refreshed, with repairs to decorative trim and siding. Additionally, the stone entry steps and walkway will be repaired and re-grouted to prevent further damage; and

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

WHEREAS, other potential involved or interested agencies have been identified in connection with the proposed action; and

WHEREAS, a full Environmental Assessment form (EAF) has been prepared for the proposed project along with supporting documentation, which is attached hereto and made a part hereof; and

WHEREAS, the Putnam County Legislature, after a review of SEQRA 6 NYCRR Part 617.4 et seq., finds that the proposed action is a Type I action "occurring wholly or partially within, or substantially contiguous to, any historic building, structure, facility, site or district or prehistoric site that is listed on the National Register of Historic Places (Volume 36 of the Code of Federal Regulations, parts 60 and 63, which is incorporated by reference pursuant to Section 617.17 of this Part), or that is listed on the State Register of Historic Places or that has been determined by the Commissioner of the Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places pursuant to Sections 14.07 or 14.09 of the Parks, Recreation and Historic Preservation Law"; now therefore be it

RESOLVED, the Putnam County Legislature hereby declares its intent to act as the Lead Agency under the procedures and requirements of SEQRA and will conduct a coordinated SEQRA environmental review for the proposed action; and be it further

RESOLVED, that this Resolution shall take effect immediately.

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

cc: all
Phys.

Diane Schonfeld

From: Barbara Barosa
Sent: Friday, February 7, 2025 9:45 AM
To: Diane Schonfeld; Diane Trabulsy
Subject: SEQR Lead Agency Resolution and EAF - Historic Courthouse Exterior Restoration Project
Attachments: Historic Courthouse - SEQR Full EAF and Summary of Proposed Work & Existing Conditions.pdf; SEQRA Lead Agency Res- Historic Courthouse Restoration.docx

Attached please find a proposed Resolution and supporting documentation respectfully requested be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,
Barbara

*Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning, Development and Public Transportation
841 Fair Street
Carmel, NY 10512
845-878-3480 x48107*

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**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Exterior Restoration of the Historic Putnam County Courthouse		
Project Location (describe, and attach a general location map): Putnam County Courthouse, 40 Gleneida Avenue, Carmel, NY 10512		
Brief Description of Proposed Action (include purpose or need): The proposed project is to restore the exterior of the Historic Courthouse and prevent any further deterioration. The most extensive work to be performed will be to the four existing decorative columns and the facade at the front of the Historic Courthouse. All of the columns show signs of rotted wood at or near the column base of the cosmetic exterior portion. Close inspection reveals moisture damage just above the base and at the base of each column causing the wood to deteriorate. The columns have been replaced in the past with structural load bearing cores concealed with a detailed wood exterior to protect the cores and retain the historic appearance. The load bearing cores are fully intact and do not need any work performed. Protecting and restoring the Historic Courthouse will add tangible value to the Town of Carmel Hamlet and protect a valuable national historic resource.		
Name of Applicant/Sponsor: Putnam County Legislature		Telephone: (845) 808-1020
		E-Mail: putcoleg@putnamcountyny.gov
Address: 40 Gleneida Avenue		
City/PO: Carmel	State: New York	Zip Code: 10512
Project Contact (if not same as sponsor; give name and title/role): Barbara Barosa, Commissioner of Planning, Development, and Public Transportation		Telephone: (845) 878-3480
		E-Mail: barbara.barosa@putnamcountyny.gov
Address: 841 Fair Street		
City/PO: Carmel	State: New York	Zip Code: 10512
Property Owner (if not same as sponsor): County of Putnam		Telephone: (845) 808-1001
		E-Mail: CountyExecutive@putnamcountyny.gov
Address: 40 Gleneida Avenue		
City/PO: Carmel	State: New York	Zip Code: 10512

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SHPO review	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources. <ul style="list-style-type: none"> i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 		

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, identify the plan(s): NYC Watershed Boudary _____ _____ _____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, identify the plan(s): _____ _____ _____	

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? Commercial	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the use permitted or allowed by a special or conditional use permit?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes, i. What is the proposed new zoning for the site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C.4. Existing community services.	
a. In what school district is the project site located?	Carmel Central School District
b. What police or other public protection forces serve the project site?	Putnam County Sheriff's Department and Carmel Police Department
c. Which fire protection and emergency medical services serve the project site?	Carmel Fire District, Putnam County 911 Emergency Operations, Carmel Volunteer Ambulance Corps
d. What parks serve the project site?	Fred Dill Wildlife Sactuary

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?	Municipal/commercial
b. a. Total acreage of the site of the proposed action?	.170 acres
b. Total acreage to be physically disturbed?	0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	195.66 acres
c. Is the proposed action an expansion of an existing project or use? i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
d. Is the proposed action a subdivision, or does it include a subdivision? If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is a cluster/conservation layout proposed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will the proposed action be constructed in multiple phases? i. If No, anticipated period of construction: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. If Yes: • Total number of phases anticipated _____ • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year • Anticipated completion date of final phase _____ month _____ year • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Do existing sewer lines serve the project site? Yes No
- Will a line extension within an existing district be necessary to serve the project? Yes No

 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

- How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
- Describe types of new point sources. _____
- Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 - If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

- Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

- Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
- In addition to emissions as calculated in the application, the project will generate:
 - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____ 7:00am - 3:30pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____ 9am - 9pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
 Wall mounted outdoor LED fixtures and pole mounted LED parking lot fixtures.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____
 • Operation: _____

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____
 • Operation: _____

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

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____
 While there are trace amounts of lead detectable within the exterior paint, glass windows, window frames, and siding, we do not anticipate disturbance and exposure during exterior restoration as the lead will be encapsulated.
 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:
 Lead encapsulation

E. Site and Setting of Proposed Action

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

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): County Government Offices
 ii. If mix of uses, generally describe:
 There is a mix of existing land uses near the project site (< 1mi) including commercial, residential, municipal, aquatic (Lake Gleneida), and forest (Fred Ditt Wildlife Sanctuary).

b. Land uses and covertypes on the project site. Asphalt/concrete

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	.170	.170	0
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: The project site is used by Putnam County residents for parades, memorial celebrations, peaceful protests, and other civic events.

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities:
Carmel High School, Putnam Legal Aid Society, Putnam Supreme and County Court, Putnam County Sheriff's Department and Correctional facility, Drew United Methodist Church, St. James the Apostle Catholic Church & School, Reed Memorial Library, Mt. Carmel Baptist Church

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): _____
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ Approx. 6 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: (Uf) Urban Land _____ 86.3 %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ 350 feet

e. Drainage status of project site soils: Well Drained: _____ 100 % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name Lake Gleneida Classification Croton Watershed (Ctrl'd. Lake)
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:

i. Name of aquifer: _____

<p>m. Identify the predominant wildlife species that occupy or use the project site:</p>		
<p>Birds _____</p> <p>_____</p>	<p>Squirrels _____</p> <p>_____</p>	<p>Raccoons _____</p> <p>_____</p>
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>_____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 		
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing (endangered or threatened): Northern Long-Eared Bat</p> <p>_____</p> <p>_____</p>		
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing: _____</p> <p>_____</p>		
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>Lake Gleneida is used for NYCDEP permitted fishing access.</p>		
<p>E.3. Designated Public Resources On or Near Project Site</p>		
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>		
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>		
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p>		
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>		

<p>e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District</p> <p>ii. Name: Eligible Properties: <u>Histroic Putnam County Courthouse (project location), David Bruen County Office Building</u></p> <p>iii. Brief description of attributes on which listing is based: <u>Nationally and State Registered Historic Courthouse</u></p>	
<p>f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe possible resource(s): _____</p> <p>ii. Basis for identification: _____</p>	
<p>h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Identify resource: <u>Fred Dill Wildlife Sanctuary, Putnam County Veterans' Memorial Park</u></p> <p>ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>County Parks</u></p> <p>iii. Distance between project and resource: <u>Less than 1 miles.</u></p>	
<p>i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Identify the name of the river and its designation: _____</p> <p>ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

F. Additional Information

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

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

G. Verification

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

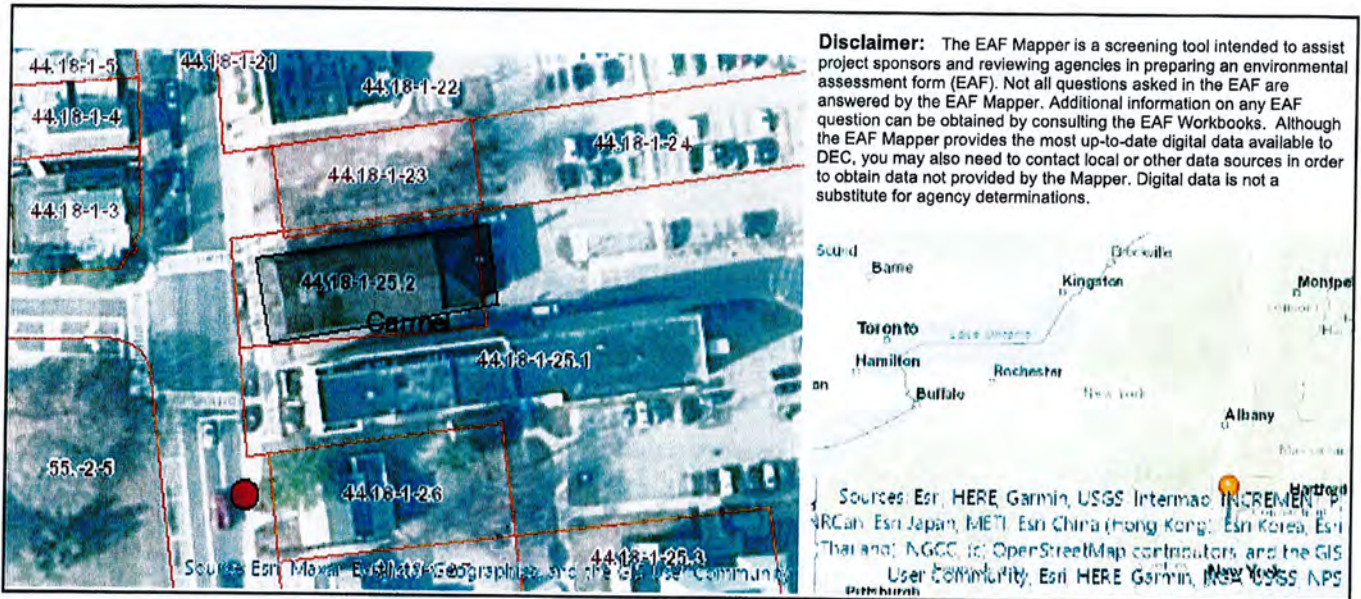
Applicant/Sponsor Name Putnam County Legislature Date _____

Signature _____ Title Chairwoman - Putnam County Legislature

PRINT FORM

EAF Mapper Summary Report

Tuesday, February 4, 2025 12:13 PM



B.1.i [Coastal or Waterfront Area]	No
B.1.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYC Watershed Boundary
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.o. [Endangered or Threatened Species - Northern Long-eared Bat Name]	
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property: David Bruen County Office Building, Putnam County Courthouse
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

PUTNAM COUNTY HISTORIC COURTHOUSE
SUMMARY OF EXISTING CONDITIONS AND PROPOSED WORK

The purpose of this endeavor is to restore the exterior of the Historic Courthouse and prevent any further deterioration. The most extensive work to be performed will be to the four existing decorative columns and the façade at the front of the Historic Courthouse. All of the columns show signs of rotted wood at or near the column base of the cosmetic exterior portion. Close inspection reveals moisture damage just above the base and at the base of each column causing the wood to deteriorate (see attached photos). The columns have been replaced in the past with structural load bearing cores concealed with a detailed wood exterior to protect the cores and retain the historic appearance (see attached photos). The load bearing cores are fully intact and do not need any work performed.

During the previous column replacement project, ventilation holes were designed and included in the rear section of the column plinth base to allow ventilation through the air space between the structural member of the column and the cosmetic wood detail surrounding it (see attached drawings). When the air in that space heated up the design would allow fresh air to naturally be drawn in through the holes in the plinth base and expelled through the open top of the column into the interior of the portico above. The number of ventilation holes is insufficient to allow sufficient ventilation to occur. Additionally, the holes are too small and repeatedly become clogged with debris restricting sufficient ventilation.

The load bearing core of the columns may be compromised in the future if left without creating proper ventilation holes and performing restoration of the protective cosmetic exterior of the columns and sealing with a surface more suitable to protect them from the damaging weather conditions.

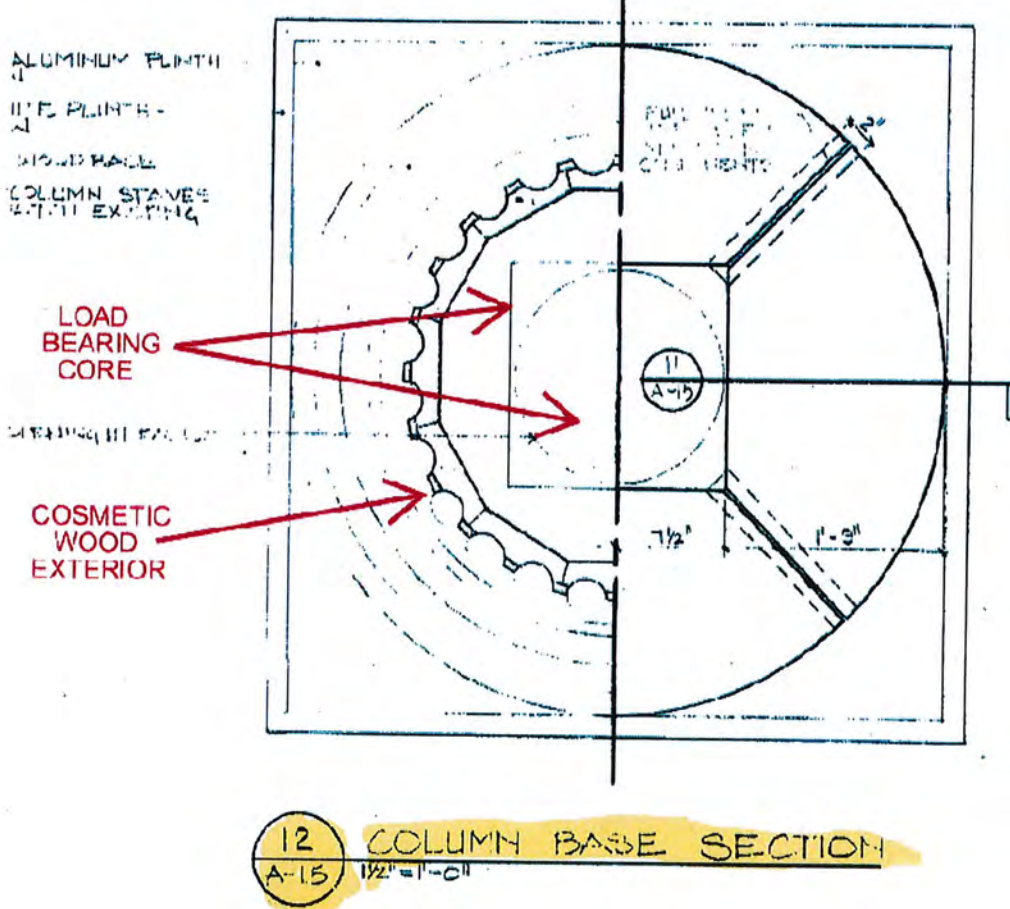
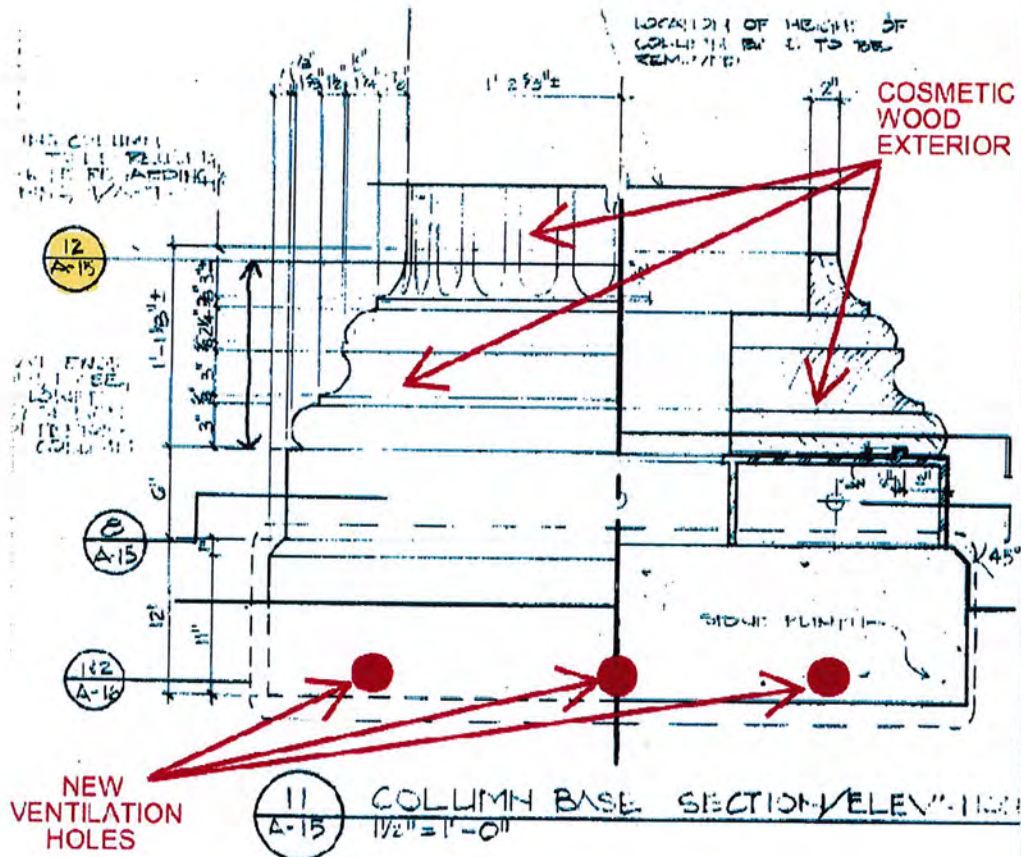
Engineer designed ventilation holes will be created around the existing plinth bases and mechanical exhaust fans will be installed at the top open area of the columns expelling the interior column air to the atmosphere on each column sufficient to achieve proper ventilation.

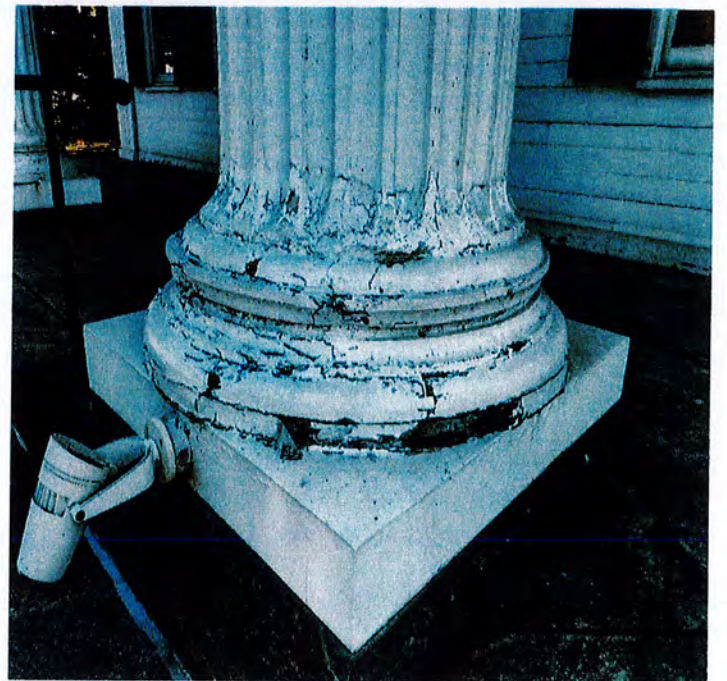
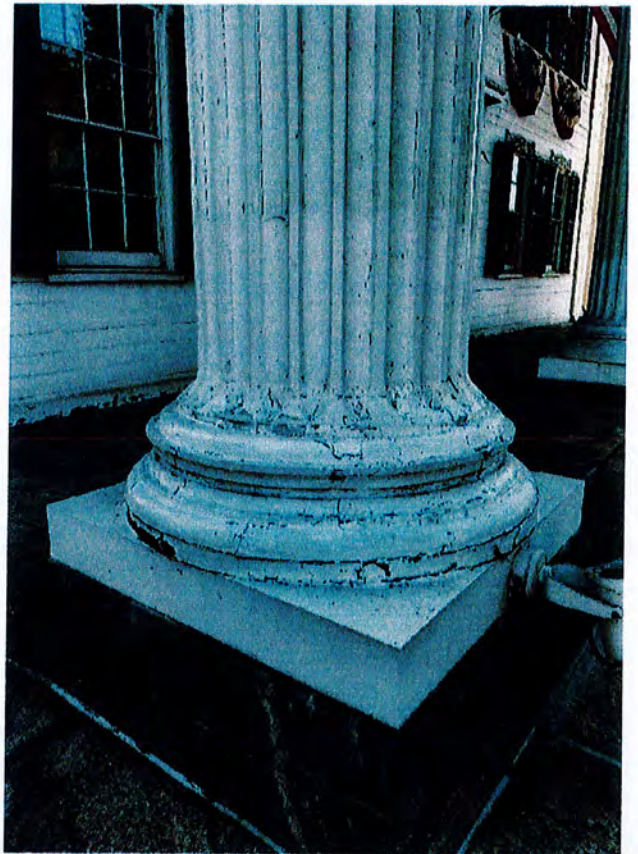
Restoration of the columns will also include repairs, and/or replacement of, the damaged cosmetic wood areas of the columns and application of a suitable protective coating. The columns will be sealed with an epoxy material that is impervious to moisture and water damage as proven by many uses in various building sections in the construction industry.

The paint is showing signs of paint cracking, chipping and a buildup of material due to repeated coats of paint being applied diminishing the details of the decorative trim and siding (see attached photos). The decorative trim and siding will be scraped and repaired where needed, primed and painted to preserve the details of the entry doors, windows, trim and siding.

The sides and rear of the Historic Courthouse will also be painted to match the restoration of the front portion.

The stone entry steps, and walkway are showing cracks and weather damage. This damage will be repaired and re-pointed (grouted) to avoid any future deterioration due to existing pointing/grout line cracking (see attached photos).







#62

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

APPROVAL - LEASE AGREEMENT – PUTNAM COMMUNITY ACTION PARTNERSHIP/WESTCOP

WHEREAS, the County of Putnam (“County”) is the owner of certain real property located at 121 Main Street, Brewster, New York 10509, including the building located thereon, (hereinafter “121 Main Street”); and

WHEREAS, a portion of the space that is not used for records storage by the County at 121 Main Street is not required for the County’s use, and therefore constitutes surplus space; and

WHEREAS, the County has no public use for this portion of the space at 121 Main Street at this time; and

WHEREAS, Putnam Community Action Partnership/WestCOP (“Putnam CAP”) is a not-for-profit organization that benefits residents of the County by mobilizing and efficiently managing resources through partnerships and collaborations, to help low-income and at-risk populations achieve greater self-sufficiency through various programs; and

WHEREAS, previous Administrations have allowed Putnam CAP to occupy 121 Main Street pursuant to a verbal agreement; and

WHEREAS, the County Executive seeks to formalize the agreement with Putnam CAP by entering into a lease agreement for the space at 121 Main Street; and

WHEREAS, the County Executive, pursuant to the authority granted to him under Section 31-22 of the Putnam County Code, has entered into negotiations with Putnam CAP for such a lease; and

WHEREAS, the Putnam County Law Department has prepared a lease consistent with the terms negotiated between the County Executive and Putnam CAP, such lease being attached hereto as Schedule “A”; and

WHEREAS, pursuant to Section 31-22 of the Putnam County Code, the County Executive has requested that the Putnam County Legislature approve such lease agreement; now therefore be it

RESOLVED, that 121 Main Street described herein is not required for the County’s use and therefore constitutes surplus space; and be it further

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

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the lease between the County of Putnam and Putnam CAP in the manner approved herein.

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



social
Phys

PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE

MEMORANDUM

To: Greg Ellner, Chairman
Physical Services Committee

CC: Diane Schonfeld, Clerk
Putnam County Legislature

The Putnam County Legislature

C. Compton Spain,
County Attorney

John B. Cherico,
First Deputy County Attorney

FROM: Kevin M. Byrne
County Executive

DATE: January 23, 2025

RE: Leases with Not-for-Profit Organizations - Amended

2025 JAN 24 AM 10:43
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Please find enclosed amended versions of the draft leases for the Legislature's review and consideration. The accompanying resolutions are attached for convenience here as well.

The leases were originally submitted by this office following the 2024 Budget presentation and were reviewed by the Legislature at its November 12, 2024 Physical Services Committee meeting.

As discussed with my staff, the language in the leases has been updated to more clearly reflect a month-to-month tenancy.

Should you have any further questions, please do not hesitate to contact this office and/or the Law Department.

RESOLUTION

APPROVAL/ LEASE AGREEMENT/PUTNAM COMMUNITY ACTION PARTNERSHIP/WESTCOP

WHEREAS, the County of Putnam (“County”) is the owner of certain real property located at 121 Main Street, Brewster, New York 10509, including the building located thereon, (hereinafter “121 Main Street”); and

WHEREAS, a portion of the space that is not used for records storage by the County at 121 Main Street is not required for the County’s use, and therefore constitutes surplus space; and

WHEREAS, the County has no public use for this portion of the space at 121 Main Street at this time, and

WHEREAS, Putnam Community Action Partnership/WestCOP (“Putnam CAP”) is a not-for-profit organization that benefits residents of the County by mobilizing and efficiently managing resources through partnerships and collaborations, to help low-income and at-risk populations achieve greater self-sufficiency through various programs; and

WHEREAS, previous Administrations have allowed Putnam CAP to occupy 121 Main Street pursuant to a verbal agreement; and

WHEREAS, the County Executive seeks to formalize the agreement with Putnam CAP by entering into a lease agreement for the space at 121 Main Street; and

WHEREAS, the County Executive, pursuant to the authority granted to him under Section 31-22 of the Putnam County Code, has entered into negotiations with Putnam CAP for such a lease; and

WHEREAS, the Putnam County Law Department has prepared a lease consistent with the terms negotiated between the County Executive and Putnam CAP, such lease being attached hereto as Schedule “A”; and

WHEREAS, pursuant to Section 31-22 of the Putnam County Code, the County Executive has requested that the Putnam County Legislature approve such lease agreement; now therefore be it

RESOLVED, that 121 Main Street described herein is not required for the County’s use and therefore constitutes surplus space; and be it further

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

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the lease between the County of Putnam and Putnam CAP in the manner approved herein.

LEASE AGREEMENT
BETWEEN
THE COUNTY OF PUTNAM, AS LESSOR
AND
PUTNAM COMMUNITY ACTION PARTNERSHIP/WESTCOP, AS LESSEE

THIS LEASE made this _____ day of _____, 202~~5~~⁴ between the **COUNTY OF PUTNAM**, a municipal corporation having its principal office at the County Office Building, 40 Gleneida Avenue, Carmel, New York 10512 (“LESSOR”), and **PUTNAM COMMUNITY ACTION PARTNERSHIP/WESTCOP**, with business offices at 121 Main Street, Brewster, New York 10509 (“LESSEE”).

WITNESSES:

That the LESSOR for and in consideration of the covenants and agreement hereinafter reserved has leased and does hereby lease to the said LESSEE the premises described as follows:

ARTICLE I: PREMISES:

The leased premises consist of approximately _____ square feet of space of the building located at 121 Main Street, Brewster, New York 10509 that is shared with the County Records Department. The premises also includes a room on the ground level, that is part of the garage and is utilized for storage purposes only.

ARTICLE II: TERM:

The term of this Lease shall be monthly for ~~thea~~ period commencing of the 1st day of ~~February~~^{November}, 202~~5~~⁴ and ending on the 31st day of ~~January~~^{October}, 202~~6~~⁵.

ARTICLE III: RENT:

The LESSEE shall pay the LESSOR a monthly rent of ONE DOLLAR (\$1.00) plus additional in-kind services as identified by the County Executive which are consistent with the mission of Lessee.

ARTICLE IV: RENT PAYABLE IN INSTALLMENTS:

The LESSOR hereby elects to accept, and the LESSEE hereby covenants to pay said rent ~~in installments~~ of ONE DOLLAR (\$1.00), with such payment to be due on or before the first day of each month during the lease term. Checks shall be made payable to "Putnam County Commissioner of Finance," at 40 Gleneida Avenue, Carmel, New York 10512.

ARTICLE IV: PURPOSE:

The LESSEE shall use and occupy said premises as office space and in accordance with the terms set forth herein. Any other use which LESSEE desires to make of said premises is subject to the approval of the LESSOR, who shall act by and through the County Executive.

ARTICLE VI: FIRE OR OTHER CASUALTY:

(A) In the event of damage to or destruction of the demised premises or any part thereof during the term hereof due to fire or other casualty, LESSOR shall not be obligated to rebuild or restore any part or all of the demised premises so destroyed. If the damage or destruction is so extensive that in LESSOR's sole judgment it is unable to provide continued use of the demised premises, LESSOR may, by five (5) days written notice to LESSEE, terminate this Lease whereupon this Lease shall be deemed terminated as of the date of termination of the Lease set forth in LESSOR's notice, and all rent shall be apportioned as of such date.

(B) The proceeds of any of LESSOR's insurance which may become payable as the result of any damage or destruction to the demised premises, excluding Lessee's personal property, shall be the sole property of the LESSOR, and LESSEE shall have no claim to any part thereof.

(C) Neither LESSOR nor any agent, servant or employee of LESSOR shall be liable to LESSEE for any loss, injury or damage to LESSEE or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless caused by or due to the negligence of LESSOR, its agents, servants or employees. Further, neither LESSOR nor any agent, servant or employee of LESSOR shall be liable for any such damage caused by other tenants or third parties, unless caused by the negligence of LESSOR or its agents, servants and employees.

(D) It is further agreed between the parties that should it be determined upon final, non-appealable "Judgment" or "Verdict" that the injury or property damage occurred as a result of the LESSEE's sole negligence and not that of the LESSOR's, the LESSEE shall reimburse the LESSOR and/or its insurance carrier all reasonable and necessary costs of defense incurred by the LESSOR and/or its insurance carrier of any claim or lawsuit.

(E) To the fullest extent provided by applicable law, LESSEE shall indemnify and hold harmless LESSOR and its agents and employees from and against any and all claims arising from or in connection with (a) the conduct or management of the demised premises or of any business therein, or any work or thing whatsoever done, or any condition created (other than by LESSOR) in or about the demised premises during the term of this Lease or during the period of time, if any, prior to the Commencement Date that LESSEE may have been given access to the demised premises; (b) any act, omission or negligence of LESSEE or their agents, employees or contractors; (c) any accident, injury or damage whatever (unless caused by LESSOR's negligence) occurring in, at or upon the demised premises; and (d) any breach of or default by LESSEE in the full and prompt payment and performance of Tenant's obligations under this Lease. With respect to those matters referred to in (a) through (d) above, the LESSEE will make full and prompt payment of such costs, expenses and liabilities incurred in or in connection with each such claim or action or

proceeding brought thereon, including, without limitation, all attorney's fees and expenses. In case any action or proceeding be brought against LESSOR or its agents and/or employees by reason of any such claim, LESSEE, upon notice from LESSOR, shall resist and defend such action or proceeding by counsel reasonably satisfactory to LESSOR. LESSEE also shall, upon demand, reimbursement for LESSOR for all costs and expenses paid or incurred by LESSOR in obtaining possession of the demised premises after default by LESSEE or upon the expiration of sooner termination of this Lease, or in enforcing any of LESSEE's obligations hereunder.

ARTICLE VII: INSURANCE:

During the term of this Lease, the LESSOR will carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, the LESSEE, at its own expense, shall carry General Liability Insurance naming the LESSOR as an additional insured under such policy and shall provide a copy of same to LESSOR at the time of Lease execution. During the term of this Lease, LESSEE shall also carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, and any renewals thereof, the LESSEE will, at its own expense, maintain such form of insurance on its own personal property used in or in connection with the demised premises with such coverage and in such amounts as it shall deem reasonably necessary and such insurance shall be deemed primary. LESSEE may establish, in lieu thereof, a reserve fund pursuant to the New York State General Municipal Law and may otherwise self-insure against any loss to personal property owned or used by LESSEE.

ARTICLE VII: SERVICES:

(A) LESSOR shall provide LESSEE with heat, hot water, electricity, and fire alarm monitoring services. In addition, LESSOR shall provide lighting fixtures, and electrical and plumbing systems at the subject premises.

ARTICLE VIII: MAINTENANCE AND SNOW REMOVAL:

(A) The LESSOR shall maintain said premises, parking areas and sidewalks in good repair and in tenantable condition, during the continuance of this Lease, except in case of damage arising from the act or the negligence of the LESSEE or any of its employees or clientele. LESSEE agrees to accept the premises in its "as is" and present condition. For the purpose of so maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make any necessary repairs thereto. LESSEE shall make no alternations to or installation at the demised premises without the prior written consent of the LESSOR.

(B) LESSOR, at its own expense, shall be responsible for the removal of snow and/or ice from the parking space areas, driveways and sidewalks appurtenant to the demised premises.

(C) LESSEE shall be responsible for all minor repairs to the Premises up to a cost of two thousand five hundred (\$2,500.00) dollars and LESSOR shall be responsible for any and all repairs that are estimated to cost more than two thousand five hundred (\$2,500.00) dollars.

(D) LESSOR shall not be responsible for everyday, normal cleaning of the Premises.

ARTICLE IX: COMPLIANCE WITH THE LAWS:

LESSEE shall comply with the required laws, orders, zoning regulations, statutes, ordinances, and all other rules and regulations of any governmental body having jurisdiction

relating to the demised premises and shall comply with the recommendations of all insurance underwriting organizations in connection therewith which do not require alteration to the demised premises.

ARTICLE XI: TERMINATION FOR LESSEE'S DEFAULTS:

If LESSEE shall default in the payment of rent or the performance or observance of any of the covenants, agreements or conditions on its part contained in this Lease, and such default shall continue for a period of twenty (20) days after notice to LESSEE, unless it is physically impossible for the LESSEE to remedy any such defaults within twenty (20) days, then the time within which the LESSEE may remedy such default shall be extended for such period of time as may be reasonably necessary to do so. Such extension shall be extended to LESSEE, provided that within such period of twenty (20) days, LESSEE shall have, to the extent possible, begun the performance of the act so required, and continued with due diligence to complete the same. If LESSEE shall for any reason abandon the demised premises, or otherwise fail to cure such default, then and in such event LESSOR may, by thirty (30) days written notice to LESSEE, cancel and terminate this Lease and the term hereof shall end and expire on the date specified in such notice as fully and as completely as if the date of termination were the date definitely fixed for the end and expiration hereof. In the event of such termination, LESSEE shall then quit and surrender to LESSOR each and every part of the premises, and LESSOR may enter into or repossess the same and each and every part thereof by any means then permitted by law.

ARTICLE XII: RIGHT TO RE-ENTER: DAMAGES:

In the event of cancellation or termination of this Lease either by operation of law, by issuance of a warrant of dispossess, by service of notice of cancellation or termination as herein

provided, or by virtue of any act or default of LESSEE, or any cause or causes whatsoever, LESSOR may re-enter the demised premises, and thereupon LESSOR shall be entitled to possession of the demised premises free from any estate or interest of LESSEE therein.

ARTICLE XIII: NOTICES:

All notices, demands, requests or other communications which may be required or permitted hereunder, shall be in writing and shall be deemed sufficient if given or served by registered mail, postage prepaid, return receipt requested, addressed to the party to receive such notice, request or communication at its address set forth above or at such other address as it may hereafter designate by notice given in like manner. Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time that the same is actually received, in the manner aforesaid.

ARTICLE XIIIIV: QUIET ENJOYMENT:

LESSOR covenants and agrees that LESSEE, upon paying rent and performing all of their other covenants, duties and obligations hereunder, may peaceably have, hold and enjoy the demised premises during the term of this Lease, subject only to the specific terms and conditions contained herein.

ARTICLE XIV: TERMINATION: UPON SALE

~~In the event of sale of the subject premises or when LESSOR deems it to be in its best interest, upon thirty (30) days written notice to LESSEE, may terminate this Lease.~~

Either Party, LESSOR or LESSEE, upon thirty (30) days written notice to the other Party LESSOR, may terminate this Lease when LESSEE deems by that Party it to be in its best interest.

ARTICLE XVI: SURRENDER:

LESSEE shall, on the last day of the term hereof or upon any earlier termination of this Lease, or upon any reentry by LESSOR upon the demised premises pursuant to the terms contained herein or otherwise surrender and deliver up the demised premises in substantially the same condition existing at the commencement of the term hereof, into the possession and use of the LESSOR.

ARTICLE XVII: NO ORAL CHANGE:

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally but may be modified or amended only by an instrument in writing signed by the party to be charged thereunder.

ARTICLE XVIII: COUNTERPARTS:

This Lease has been executed in two (2) counterpart originals, each of which shall be deemed an original and all of which shall constitute one and the same Lease.

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

READ & APPROVED:

THE COUNTY OF PUTNAM:

Date
Mat. C. Bruno, Sr.
Risk Manager

Date
Kevin M. Byrne
County Executive

Date
Michael Lewis
Commissioner of Finance

LESSEE:

Date
Putnam Community Action
Partnership/WestCOP

Date
C. Compton Spain
County Attorney
County Attorney

By: _____
Please Print Name and Title

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

On this ____ day of _____, 20254 before me personally came KEVIN M. BYRNE to me known, who being by me duly sworn, did depose and say that he resides at Mahopac, New York; that he is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that he signed his name thereto under the same authority.

Notary Public

ACKNOWLEDGMENT OF TENANT:

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

On the ____ day of _____ in the year 20254, before me personally came MARISA O'LEARY to me known, who, being by me duly sworn, did depose and say that she reside(s) in _____; that she is the Director or other officer or director or attorney in fact duly appointed of Putnam Community Action Partnership/WestCOP, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that she signed her name thereto by like authority.

Notary Public

LEASE AGREEMENT
BETWEEN
THE COUNTY OF PUTNAM, AS LESSOR
AND
PUTNAM COMMUNITY ACTION PARTNERSHIP/WESTCOP, AS LESSEE

THIS LEASE made this ____ day of _____, 2025 between the **COUNTY OF PUTNAM**, a municipal corporation having its principal office at the County Office Building, 40 Gleneida Avenue, Carmel, New York 10512 (“LESSOR”), and **PUTNAM COMMUNITY ACTION PARTNERSHIP/WESTCOP**, with business offices at 121 Main Street, Brewster, New York 10509 (“LESSEE”).

WITNESS:

That the LESSOR for and in consideration of the covenants and agreement hereinafter reserved has leased and does hereby lease to the said LESSEE the premises described as follows:

ARTICLE I: PREMISES:

The leased premises consist of approximately _____ square feet of space of the building located at 121 Main Street, Brewster, New York 10509 that is shared with the County Records Department. The premises also includes a room on the ground level, that is part of the garage and is utilized for storage purposes only.

ARTICLE II: TERM:

The term of this Lease shall be monthly for the period commencing of the 1st day of February, 2025 and ending on the 31st day of January, 2026.

ARTICLE III: RENT:

The LESSEE shall pay the LESSOR a monthly rent of ONE DOLLAR (\$1.00) plus additional in-kind services as identified by the County Executive which are consistent with the mission of Lessee.

The LESSOR hereby elects to accept, and the LESSEE hereby covenants to pay said rent of ONE DOLLAR (\$1.00), with such payment to be due on or before the first day of each month during the lease term. Checks shall be made payable to "Putnam County Commissioner of Finance," at 40 Gleneida Avenue, Carmel, New York 10512.

ARTICLE IV: PURPOSE:

The LESSEE shall use and occupy said premises as office space and in accordance with the terms set forth herein. Any other use which LESSEE desires to make of said premises is subject to the approval of the LESSOR, who shall act by and through the County Executive.

ARTICLE V: FIRE OR OTHER CASUALTY:

(A) In the event of damage to or destruction of the demised premises or any part thereof during the term hereof due to fire or other casualty, LESSOR shall not be obligated to rebuild or restore any part or all of the demised premises so destroyed. If the damage or destruction is so extensive that in LESSOR's sole judgment it is unable to provide continued use of the demised premises, LESSOR may, by five (5) days written notice to LESSEE, terminate this Lease whereupon this Lease shall be deemed terminated as of the date of termination of the Lease set forth in LESSOR's notice, and all rent shall be apportioned as of such date.

(B) The proceeds of any of LESSOR's insurance which may become payable as the result of any damage or destruction to the demised premises, excluding Lessee's personal property, shall be the sole property of the LESSOR, and LESSEE shall have no claim to any part thereof.

(C) Neither LESSOR nor any agent, servant or employee of LESSOR shall be liable to LESSEE for any loss, injury or damage to LESSEE or to any other person, or to its or their

property, irrespective of the cause of such injury, damage or loss, unless caused by or due to the negligence of LESSOR, its agents, servants or employees. Further, neither LESSOR nor any agent, servant or employee of LESSOR shall be liable for any such damage caused by other tenants or third parties, unless caused by the negligence of LESSOR or its agents, servants and employees.

(D) It is further agreed between the parties that should it be determined upon final, non-appealable "Judgment" or "Verdict" that the injury or property damage occurred as a result of the LESSEE's sole negligence and not that of the LESSOR's, the LESSEE shall reimburse the LESSOR and/or its insurance carrier all reasonable and necessary costs of defense incurred by the LESSOR and/or its insurance carrier of any claim or lawsuit.

(E) To the fullest extent provided by applicable law, LESSEE shall indemnify and hold harmless LESSOR and its agents and employees from and against any and all claims arising from or in connection with (a) the conduct or management of the demised premises or of any business therein, or any work or thing whatsoever done, or any condition created (other than by LESSOR) in or about the demised premises during the term of this Lease or during the period of time, if any, prior to the Commencement Date that LESSEE may have been given access to the demised premises; (b) any act, omission or negligence of LESSEE or their agents, employees or contractors; (c) any accident, injury or damage whatever (unless caused by LESSOR's negligence) occurring in, at or upon the demised premises; and (d) any breach of or default by LESSEE in the full and prompt payment and performance of Tenant's obligations under this Lease. With respect to those matters referred to in (a) through (d) above, the LESSEE will make full and prompt payment of such costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorney's fees and expenses. In case any action or proceeding be brought against LESSOR or its agents and/or employees by

reason of any such claim, LESSEE, upon notice from LESSOR, shall resist and defend such action or proceeding by counsel reasonably satisfactory to LESSOR. LESSEE also shall, upon demand, reimbursement for LESSOR for all costs and expenses paid or incurred by LESSOR in obtaining possession of the demised premises after default by LESSEE or upon the expiration of sooner termination of this Lease, or in enforcing any of LESSEE's obligations hereunder.

ARTICLE VI: INSURANCE:

During the term of this Lease, the LESSOR will carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, the LESSEE, at its own expense, shall carry General Liability Insurance naming the LESSOR as an additional insured under such policy and shall provide a copy of same to LESSOR at the time of Lease execution. During the term of this Lease, LESSEE shall also carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, and any renewals thereof, the LESSEE will, at its own expense, maintain such form of insurance on its own personal property used in or in connection with the demised premises with such coverage and in such amounts as it shall deem reasonably necessary and such insurance shall be deemed primary. LESSEE may establish, in lieu thereof, a reserve fund pursuant to the New York State General Municipal Law and may otherwise self-insure against any loss to personal property owned or used by LESSEE.

ARTICLE VII: SERVICES:

(A) LESSOR shall provide LESSEE with heat, hot water, electricity, and fire alarm monitoring services. In addition, LESSOR shall provide lighting fixtures, and electrical and plumbing systems at the subject premises.

ARTICLE VIII: MAINTENANCE AND SNOW REMOVAL:

(A) The LESSOR shall maintain said premises, parking areas and sidewalks in good repair and in tenantable condition, during the continuance of this Lease, except in case of damage arising from the act or the negligence of the LESSEE or any of its employees or clientele. LESSEE agrees to accept the premises in its "as is" and present condition. For the purpose of so maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make any necessary repairs thereto. LESSEE shall make no alternations to or installation at the demised premises without the prior written consent of the LESSOR.

(B) LESSOR, at its own expense, shall be responsible for the removal of snow and/or ice from the parking space areas, driveways and sidewalks appurtenant to the demised premises.

(C) LESSEE shall be responsible for all minor repairs to the Premises up to a cost of two thousand five hundred (\$2,500.00) dollars and LESSOR shall be responsible for any and all repairs that are estimated to cost more than two thousand five hundred (\$2,500.00) dollars.

(D) LESSOR shall not be responsible for everyday, normal cleaning of the Premises.

ARTICLE IX: COMPLIANCE WITH THE LAWS:

LESSEE shall comply with the required laws, orders, zoning regulations, statutes, ordinances, and all other rules and regulations of any governmental body having jurisdiction relating to the demised premises and shall comply with the recommendations of all insurance underwriting organizations in connection therewith which do not require alteration to the demised premises.

ARTICLE X: TERMINATION FOR LESSEE'S DEFAULTS:

If LESSEE shall default in the payment of rent or the performance or observance of any of the covenants, agreements or conditions on its part contained in this Lease, and such default shall continue for a period of twenty (20) days after notice to LESSEE, unless it is physically impossible for the LESSEE to remedy any such defaults within twenty (20) days, then the time within which the LESSEE may remedy such default shall be extended for such period of time as may be reasonably necessary to do so. Such extension shall be extended to LESSEE, provided that within such period of twenty (20) days, LESSEE shall have, to the extent possible, begun the performance of the act so required, and continued with due diligence to complete the same. If LESSEE shall for any reason abandon the demised premises, or otherwise fail to cure such default, then and in such event LESSOR may, by thirty (30) days written notice to LESSEE, cancel and terminate this Lease and the term hereof shall end and expire on the date specified in such notice as fully and as completely as if the date of termination were the date definitely fixed for the end and expiration hereof. In the event of such termination, LESSEE shall then quit and surrender to LESSOR each and every part of the premises, and LESSOR may enter into or repossess the same and each and every part thereof by any means then permitted by law.

ARTICLE XI: RIGHT TO RE-ENTER: DAMAGES:

In the event of cancellation or termination of this Lease either by operation of law, by issuance of a warrant of dispossession, by service of notice of cancellation or termination as herein provided, or by virtue of any act or default of LESSEE, or any cause or causes whatsoever, LESSOR may re-enter the demised premises, and thereupon LESSOR shall be entitled to possession of the demised premises free from any estate or interest of LESSEE therein.

ARTICLE XII: NOTICES:

All notices, demands, requests or other communications which may be required or permitted hereunder, shall be in writing and shall be deemed sufficient if given or served by registered mail, postage prepaid, return receipt requested, addressed to the party to receive such notice, request or communication at its address set forth above or at such other address as it may hereafter designate by notice given in like manner. Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time that the same is actually received, in the manner aforesaid.

ARTICLE XIII: QUIET ENJOYMENT:

LESSOR covenants and agrees that LESSEE, upon paying rent and performing all of their other covenants, duties and obligations hereunder, may peaceably have, hold and enjoy the demised premises during the term of this Lease, subject only to the specific terms and conditions contained herein.

ARTICLE XIV: TERMINATION:

Either Party, LESSOR or LESSEE, upon thirty (30) days written notice to the other Party, may terminate this Lease when deemed by that Party to be in its best interest.

ARTICLE XV: SURRENDER:

LESSEE shall, on the last day of the term hereof or upon any earlier termination of this Lease, or upon any reentry by LESSOR upon the demised premises pursuant to the terms contained herein or otherwise surrender and deliver up the demised premises in substantially the same

condition existing at the commencement of the term hereof, into the possession and use of the LESSOR.

ARTICLE XVI: NO ORAL CHANGE:

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally but may be modified or amended only by an instrument in writing signed by the party to be charged thereunder.

ARTICLE XVII: COUNTERPARTS:

This Lease has been executed in two (2) counterpart originals, each of which shall be deemed an original and all of which shall constitute one and the same Lease.

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

READ & APPROVED:

Date
Mat. C. Bruno, Sr.
Risk Manager

Date
Michael Lewis
Commissioner of Finance

Date
C. Compton Spain
County Attorney
County Attorney

THE COUNTY OF PUTNAM:

Date
Kevin M. Byrne
County Executive

LESSEE:

Date
Putnam Community Action
Partnership/WestCOP

By: _____
Please Print Name and Title

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

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

Notary Public

ACKNOWLEDGMENT OF TENANT:

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

On the ____ day of _____ in the year 2025, before me personally came MARISA O'LEARY to me known, who, being by me duly sworn, did depose and say that she reside(s) in _____; that she is the Director or other officer or director or attorney in fact duly appointed of Putnam Community Action Partnership/WestCOP, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that she signed her name thereto by like authority.

Notary Public

#6m

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

APPROVAL - LEASE AGREEMENT – CORNELL COOPERATIVE EXTENSION OF PUTNAM COUNTY

WHEREAS, the County of Putnam (“County”) is the owner of certain real property located at Terravest Corporate Park, 1 Geneva Road, Brewster, New York 10509, including the building located thereon, (hereinafter “1 Geneva Road”); and

WHEREAS, a portion of the space that is not used by the Health Department and the DMV at 1 Geneva Road is not required for the County’s use, and therefore constitutes surplus space; and

WHEREAS, the County has no public use for this portion of the space at 1 Geneva Road at this time, and

WHEREAS, Cornell Cooperative Extension of Putnam County (“Cornell Cooperative”) is an institution that, as part of its mission, provides a variety of educational programs and services for the residents of the County; and

WHEREAS, previous Administrations have allowed Cornell Cooperative to occupy the space at 1 Geneva Road pursuant to a verbal agreement; and

WHEREAS, the County Executive seeks to formalize the agreement with Cornell Cooperative by entering into a lease agreement for the space at 1 Geneva Road; and

WHEREAS, the County Executive, pursuant to the authority granted to him under Section 31-22 of the Putnam County Code, has entered into negotiations with Cornell Cooperative for such a lease; and

WHEREAS, the Putnam County Law Department has prepared a lease consistent with the terms negotiated between the County Executive and Cornell Cooperative, such lease being attached hereto as Schedule “A”; and

WHEREAS, pursuant to Section 31-22 of the Putnam County Code, the County Executive has requested that the Putnam County Legislature approve such lease agreement; now therefore be it

RESOLVED, that the space at 1 Geneva Road described herein is not required for the County’s use and therefore constitutes surplus space; and be it further

RESOLVED, that the Putnam County Legislature approves the lease between the County of Putnam and Cornell Cooperative, which shall be in substantial conformance with the form attached hereto and made a part hereof as Schedule “A”, and that the Putnam County Executive is authorized to execute said lease; and be it further

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the lease between the County of Putnam and Cornell Cooperative in the manner approved herein.

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



cc: all
PhyS

PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE

MEMORANDUM

To: Greg Ellner, Chairman
Physical Services Committee

CC: Diane Schonfeld, Clerk
Putnam County Legislature

The Putnam County Legislature

C. Compton Spain,
County Attorney

John B. Cherico,
First Deputy County Attorney

FROM: Kevin M. Byrne
County Executive

DATE: January 23, 2025

RE: Leases with Not-for-Profit Organizations - Amended

2025 JAN 24 AM 10:43
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

A handwritten signature in blue ink, appearing to be "K. Byrne", written over the printed name of the County Executive.

Please find enclosed amended versions of the draft leases for the Legislature's review and consideration. The accompanying resolutions are attached for convenience here as well.

The leases were originally submitted by this office following the 2024 Budget presentation and were reviewed by the Legislature at its November 12, 2024 Physical Services Committee meeting.

As discussed with my staff, the language in the leases has been updated to more clearly reflect a month-to-month tenancy.

Should you have any further questions, please do not hesitate to contact this office and/or the Law Department.

RESOLUTION

APPROVAL/LEASE AGREEMENT/CORNELL COOPERATIVE EXTENSION OF PUTNAM COUNTY

WHEREAS, the County of Putnam ("County") is the owner of certain real property located at Terravest Corporate Park, 1 Geneva Road, Brewster, New York 10509, including the building located thereon, (hereinafter "1 Geneva Road"); and

WHEREAS, a portion of the space that is not used by the Health Department and the DMV at 1 Geneva Road is not required for the County's use, and therefore constitutes surplus space; and

WHEREAS, the County has no public use for this portion of the space at 1 Geneva Road at this time, and

WHEREAS, Cornell Cooperative Extension of Putnam County ("Cornell Cooperative") is an institution that, as part of its mission, provides a variety of educational programs and services for the residents of the County; and

WHEREAS, previous Administrations have allowed Cornell Cooperative to occupy the space at 1 Geneva Road pursuant to a verbal agreement; and

WHEREAS, the County Executive seeks to formalize the agreement with Cornell Cooperative by entering into a lease agreement for the space at 1 Geneva Road; and

WHEREAS, the County Executive, pursuant to the authority granted to him under Section 31-22 of the Putnam County Code, has entered into negotiations with Cornell Cooperative for such a lease; and

WHEREAS, the Putnam County Law Department has prepared a lease consistent with the terms negotiated between the County Executive and Cornell Cooperative, such lease being attached hereto as Schedule "A"; and

WHEREAS, pursuant to Section 31-22 of the Putnam County Code, the County Executive has requested that the Putnam County Legislature approve such lease agreement; now therefore be it

RESOLVED, that the space at 1 Geneva Road described herein is not required for the County's use and therefore constitutes surplus space; and be it further

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

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the lease between the County of Putnam and Cornell Cooperative in the manner approved herein.

LEASE AGREEMENT

BETWEEN

THE COUNTY OF PUTNAM, AS LESSOR

AND

CORNELL COOPERATIVE EXTENSION OF PUTNAM COUNTY, AS LESSEE

THIS LEASE made this ____ day of _____, 202~~5~~⁴ between the COUNTY OF PUTNAM, a municipal corporation having its principal office at the County Office Building, 40 Gleneida Avenue, Carmel, New York 10512 ("LESSOR"), and CORNELL COOPERATIVE EXTENSION OF PUTNAM COUNTY, with business offices at Terravest Corporate Park, 1 Geneva Road, Brewster, New York 10509 ("LESSEE").

WITNESS:

That the LESSOR for and in consideration of the covenants and agreement hereinafter reserved has leased and does hereby lease to the said LESSEE the premises described as follows:

ARTICLE I: PREMISES:

The leased premises consist of approximately _____ square feet of space of the building located at Terravest Corporate Park, 1 Geneva Road, Brewster, New York 10509.

ARTICLE II: TERM:

The term of this Lease shall be monthly for ~~the~~-period commencing of the 1st day of ~~November~~February, 202~~5~~⁴ and ending on the 31st day of ~~October~~March, 202~~6~~⁵.

ARTICLE III: RENT:

The LESSEE shall pay the LESSOR a monthly rent of ONE DOLLAR (\$1.00) plus additional in-kind services as identified by the County Executive which are consistent with the mission of Lessee.

ARTICLE IV: RENT PAYABLE IN INSTALLMENTS:

The LESSOR hereby elects to accept, and the LESSEE hereby covenants to pay said rent ~~in installments~~ of ONE DOLLAR (\$1.00), with such payment to be due on or before the first day of each month during the lease term. Checks shall be made payable to "Putnam County Commissioner of Finance," at 40 Gleneida Avenue, Carmel, New York 10512.

ARTICLE IV: PURPOSE:

The LESSEE shall use and occupy said premises as office space and in accordance with the terms set forth herein. Any other use which LESSEE desires to make of said premises is subject to the approval of the LESSOR, who shall act by and through the County Executive.

ARTICLE VI: FIRE OR OTHER CASUALTY:

(A) In the event of damage to or destruction of the demised premises or any part thereof during the term hereof due to fire or other casualty, LESSOR shall not be obligated to rebuild or restore any part or all of the demised premises so destroyed. If the damage or destruction is so extensive that in LESSOR's sole judgment it is unable to provide continued use of the demised premises, LESSOR may, by five (5) days written notice to LESSEE, terminate this Lease whereupon this Lease shall be deemed terminated as of the date of termination of the Lease set forth in LESSOR's notice, and all rent shall be apportioned as of such date.

(B) The proceeds of any of LESSOR's insurance which may become payable as the result of any damage or destruction to the demised premises, excluding Lessee's personal property, shall be the sole property of the LESSOR, and LESSEE shall have no claim to any part thereof.

(C) Neither LESSOR nor any agent, servant or employee of LESSOR shall be liable to LESSEE for any loss, injury or damage to LESSEE or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless caused by or due to the negligence of LESSOR, its agents, servants or employees. Further, neither LESSOR nor any agent, servant or employee of LESSOR shall be liable for any such damage caused by other tenants or third parties, unless caused by the negligence of LESSOR or its agents, servants and employees.

(D) It is further agreed between the parties that should it be determined upon final, non-appealable "Judgment" or "Verdict" that the injury or property damage occurred as a result of the LESSEE's sole negligence and not that of the LESSOR's, the LESSEE shall reimburse the LESSOR and/or its insurance carrier all reasonable and necessary costs of defense incurred by the LESSOR and/or its insurance carrier of any claim or lawsuit.

(E) To the fullest extent provided by applicable law, LESSEE shall indemnify and hold harmless LESSOR and its agents and employees from and against any and all claims arising from or in connection with (a) LESSEE's conduct or management of the demised premises or of any business therein, or any work or thing whatsoever done, or any condition created (other than by LESSOR) in or about the demised premises during the term of this Lease or during the period of time, if any, prior to the Commencement Date that LESSEE may have been given access to the demised premises; (b) any act, omission or negligence of LESSEE or their agents, employees or contractors, in or about the demised premises during the term of the Lease; (c) any accident, injury or damage whatever (unless caused by LESSOR's negligence) occurring in, at or upon the demised premises; and (d) any breach of or default by LESSEE in the full and prompt payment and performance of Tenant's obligations under this Lease. With respect to those matters referred to in (a) through (d) above, the LESSEE will make full and prompt payment of such costs, expenses

and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorney's fees and expenses. In case any action or proceeding be brought against LESSOR or its agents and/or employees by reason of any such claim, LESSEE, upon notice from LESSOR, shall resist and defend such action or proceeding by counsel reasonably satisfactory to LESSOR. LESSEE also shall, upon demand, reimbursement for LESSOR for all costs and expenses paid or incurred by LESSOR in obtaining possession of the demised premises after default by LESSEE or upon the expiration of sooner termination of this Lease, or in enforcing any of LESSEE's obligations hereunder.

ARTICLE VII: INSURANCE:

During the term of this Lease, the LESSOR will carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, the LESSEE, at its own expense, shall carry General Liability Insurance naming the LESSOR as an additional insured under such policy and shall provide a copy of same to LESSOR at the time of Lease execution. During the term of this Lease, LESSEE shall also carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, and any renewals thereof, the LESSEE will, at its own expense, maintain such form of insurance on its own personal property used in or in connection with the demised premises with such coverage and in such amounts as it shall deem reasonably necessary and such insurance shall be deemed primary. LESSEE may establish, in lieu thereof, a reserve fund pursuant to the New York State General Municipal Law and may otherwise self-insure against any loss to personal property owned or used by LESSEE.

ARTICLE VII: SERVICES:

(A) LESSOR shall provide LESSEE with heat, hot water, electricity, and fire alarm monitoring services. In addition, LESSOR shall provide lighting fixtures, and electrical and plumbing systems at the subject premises.

ARTICLE VIII: MAINTENANCE AND SNOW REMOVAL:

(A) The LESSOR shall maintain said premises, parking areas and sidewalks in good repair and in tenable condition, during the continuance of this Lease, except in case of damage arising from the act or the negligence of the LESSEE or any of its employees or clientele. LESSEE agrees to accept the premises in its "as is" and present condition. For the purpose of so maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make any necessary repairs thereto. LESSEE shall make no alterations to or installation at the demised premises without the prior written consent of the LESSOR.

(B) LESSOR, at its own expense, shall be responsible for the removal of snow and/or ice from the parking space areas, driveways and sidewalks appurtenant to the demised premises.

(C) LESSEE shall be responsible for all minor repairs to the Premises up to a cost of two thousand five hundred (\$2,500.00) dollars and LESSOR shall be responsible for any and all repairs that are estimated to cost more than two thousand five hundred (\$2,500.00) dollars.

(D) LESSOR shall not be responsible for everyday, normal cleaning of the Premises.

ARTICLE IX: COMPLIANCE WITH THE LAWS:

LESSEE shall comply with the required laws, orders, zoning regulations, statutes, ordinances, and all other rules and regulations of any governmental body having jurisdiction relating to the demised premises and shall comply with the recommendations of all insurance underwriting organizations in connection therewith which do not require alteration to the demised premises.

ARTICLE XI: TERMINATION FOR LESSEE'S DEFAULTS:

If LESSEE shall default in the payment of rent or the performance or observance of any of the covenants, agreements or conditions on its part contained in this Lease, and such default shall continue for a period of twenty (20) days after notice to LESSEE, unless it is physically impossible for the LESSEE to remedy any such defaults within twenty (20) days, then the time within which the LESSEE may remedy such default shall be extended for such period of time as may be reasonably necessary to do so. Such extension shall be extended to LESSEE, provided that within such period of twenty (20) days, LESSEE shall have, to the extent possible, begun the performance of the act so required, and continued with due diligence to complete the same. If LESSEE shall for any reason abandon the demised premises, or otherwise fail to cure such default, then and in such event LESSOR may, by thirty (30) days written notice to LESSEE, cancel and terminate this Lease and the term hereof shall end and expire on the date specified in such notice as fully and as completely as if the date of termination were the date definitely fixed for the end and expiration hereof. In the event of such termination, LESSEE shall then quit and surrender to LESSOR each and every part of the premises, and LESSOR may enter into or repossess the same and each and every part thereof by any means then permitted by law.

ARTICLE XII: RIGHT TO RE-ENTER; DAMAGES:

In the event of cancellation or termination of this Lease either by operation of law, by issuance of a warrant of dispossess, by service of notice of cancellation or termination as herein provided, or by virtue of any act or default of LESSEE, or any cause or causes whatsoever, LESSOR may re-enter the demised premises, and thereupon LESSOR shall be entitled to possession of the demised premises free from any estate or interest of LESSEE therein.

ARTICLE XIII: NOTICES:

All notices, demands, requests or other communications which may be required or permitted hereunder, shall be in writing and shall be deemed sufficient if given or served by registered mail, postage prepaid, return receipt requested, addressed to the party to receive such notice, request or communication at its address set forth above or at such other address as it may hereafter designate by notice given in like manner. Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time that the same is actually received, in the manner aforesaid.

ARTICLE XIV: QUIET ENJOYMENT:

LESSOR covenants and agrees that LESSEE, upon paying rent and performing all of their other covenants, duties and obligations hereunder, may peaceably have, hold and enjoy the demised premises during the term of this Lease, subject only to the specific terms and conditions contained herein.

ARTICLE XIV: TERMINATION UPON SALE:

~~In the event of sale of the subject premises or when LESSOR deems it to be in its best interest, upon thirty (30) days written notice to LESSEE, may terminate this Lease.~~

Formatted: Indent: First line: 0"

Either Party, LESSOR or LESSEE, upon thirty (30) days written notice to the other Party LESSOR, may terminate this Lease when ~~LESSEE~~ deemed by that Party ~~it~~ to be in its best interest.

ARTICLE XVI: SURRENDER:

LESSEE shall, on the last day of the term hereof or upon any earlier termination of this Lease, or upon any reentry by LESSOR upon the demised premises pursuant to the terms contained herein or otherwise surrender and deliver up the demised premises in substantially the same condition existing at the commencement of the term hereof, into the possession and use of the LESSOR.

ARTICLE XVII: NO ORAL CHANGE:

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally, but may be modified or amended only by an instrument in writing signed by the party to be charged thereunder.

ARTICLE XVIII: COUNTERPARTS:

This Lease has been executed in two (2) counterpart originals, each of which shall be deemed an original and all of which shall constitute one and the same Lease.

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

READ & APPROVED:

Date
Mat. C. Bruno, Sr.
Risk Manager

Date
Michael Lewis
Commissioner of Finance

Date
C. Compton Spain
County Attorney
County Attorney

THE COUNTY OF PUTNAM:

Date
Kevin M. Byrne
County Executive

LESSEE:

Date
Cornell Cooperative Extension of
Putnam County

By: _____
Please Print Name and Title

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

On this ____ day of _____, 2025⁴ before me personally came KEVIN M. BYRNE to me known, who being by me duly sworn, did depose and say that he resides at Mahopac, New York; that he is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that he signed his name thereto under the same authority.

Notary Public

ACKNOWLEDGMENT OF TENANT:

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

On the ____ day of _____ in the year 2025⁴, before me personally came STEPHANIE HUBERT to me known, who, being by me duly sworn, did depose and say that she reside(s) in _____; that she is the Director or other officer or director or attorney in fact duly appointed of the Cornell Cooperative Extension of Putnam County, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that she signed his or her name thereto by like authority.

Notary Public

LEASE AGREEMENT
BETWEEN
THE COUNTY OF PUTNAM, AS LESSOR
AND
CORNELL COOPERATIVE EXTENSION OF PUTNAM COUNTY, AS LESSEE

THIS LEASE made this ____ day of _____, 2025 between the **COUNTY OF PUTNAM**, a municipal corporation having its principal office at the County Office Building, 40 Gleneida Avenue, Carmel, New York 10512 (“LESSOR”), and **CORNELL COOPERATIVE EXTENSION OF PUTNAM COUNTY**, with business offices at Terravest Corporate Park, 1 Geneva Road, Brewster, New York 10509 (“LESSEE”).

WITNESS:

That the LESSOR for and in consideration of the covenants and agreement hereinafter reserved has leased and does hereby lease to the said LESSEE the premises described as follows:

ARTICLE I: PREMISES:

The leased premises consist of approximately _____ square feet of space of the building located at Terravest Corporate Park, 1 Geneva Road, Brewster, New York 10509.

ARTICLE II: TERM:

The term of this Lease shall be monthly for the period commencing of the 1st day of February, 2025 and ending on the 31st day of March, 2026.

ARTICLE III: RENT:

The LESSEE shall pay the LESSOR a monthly rent of ONE DOLLAR (\$1.00) plus additional in-kind services as identified by the County Executive which are consistent with the mission of Lessee.

The LESSOR hereby elects to accept, and the LESSEE hereby covenants to pay said rent of ONE DOLLAR (\$1.00), with such payment to be due on or before the first day of each month during the lease term. Checks shall be made payable to "Putnam County Commissioner of Finance," at 40 Gleneida Avenue, Carmel, New York 10512.

ARTICLE IV: PURPOSE:

The LESSEE shall use and occupy said premises as office space and in accordance with the terms set forth herein. Any other use which LESSEE desires to make of said premises is subject to the approval of the LESSOR, who shall act by and through the County Executive.

ARTICLE V: FIRE OR OTHER CASUALTY:

(A) In the event of damage to or destruction of the demised premises or any part thereof during the term hereof due to fire or other casualty, LESSOR shall not be obligated to rebuild or restore any part or all of the demised premises so destroyed. If the damage or destruction is so extensive that in LESSOR's sole judgment it is unable to provide continued use of the demised premises, LESSOR may, by five (5) days written notice to LESSEE, terminate this Lease whereupon this Lease shall be deemed terminated as of the date of termination of the Lease set forth in LESSOR's notice, and all rent shall be apportioned as of such date.

(B) The proceeds of any of LESSOR's insurance which may become payable as the result of any damage or destruction to the demised premises, excluding Lessee's personal property, shall be the sole property of the LESSOR, and LESSEE shall have no claim to any part thereof.

(C) Neither LESSOR nor any agent, servant or employee of LESSOR shall be liable to LESSEE for any loss, injury or damage to LESSEE or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless caused by or due to the

negligence of LESSOR, its agents, servants or employees. Further, neither LESSOR nor any agent, servant or employee of LESSOR shall be liable for any such damage caused by other tenants or third parties, unless caused by the negligence of LESSOR or its agents, servants and employees.

(D) It is further agreed between the parties that should it be determined upon final, non-appealable "Judgment" or "Verdict" that the injury or property damage occurred as a result of the LESSEE's sole negligence and not that of the LESSOR's, the LESSEE shall reimburse the LESSOR and/or its insurance carrier all reasonable and necessary costs of defense incurred by the LESSOR and/or its insurance carrier of any claim or lawsuit.

(E) To the fullest extent provided by applicable law, LESSEE shall indemnify and hold harmless LESSOR and its agents and employees from and against any and all claims arising from or in connection with (a) LESSEE's conduct or management of the demised premises or of any business therein, or any work or thing whatsoever done, or any condition created (other than by LESSOR) in or about the demised premises during the term of this Lease or during the period of time, if any, prior to the Commencement Date that LESSEE may have been given access to the demised premises; (b) any act, omission or negligence of LESSEE or their agents, employees or contractors, in or about the demised premises during the term of the Lease; (c) any accident, injury or damage whatever (unless caused by LESSOR's negligence) occurring in, at or upon the demised premises; and (d) any breach of or default by LESSEE in the full and prompt payment and performance of Tenant's obligations under this Lease. With respect to those matters referred to in (a) through (d) above, the LESSEE will make full and prompt payment of such costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorney's fees and expenses. In case any action or proceeding be brought against LESSOR or its agents and/or employees by reason of any such claim, LESSEE, upon notice from LESSOR, shall resist and defend such action or proceeding by

counsel reasonably satisfactory to LESSOR. LESSEE also shall, upon demand, reimbursement for LESSOR for all costs and expenses paid or incurred by LESSOR in obtaining possession of the demised premises after default by LESSEE or upon the expiration of sooner termination of this Lease, or in enforcing any of LESSEE's obligations hereunder.

ARTICLE VI: INSURANCE:

During the term of this Lease, the LESSOR will carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, the LESSEE, at its own expense, shall carry General Liability Insurance naming the LESSOR as an additional insured under such policy and shall provide a copy of same to LESSOR at the time of Lease execution. During the term of this Lease, LESSEE shall also carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, and any renewals thereof, the LESSEE will, at its own expense, maintain such form of insurance on its own personal property used in or in connection with the demised premises with such coverage and in such amounts as it shall deem reasonably necessary and such insurance shall be deemed primary. LESSEE may establish, in lieu thereof, a reserve fund pursuant to the New York State General Municipal Law and may otherwise self-insure against any loss to personal property owned or used by LESSEE.

ARTICLE VII: SERVICES:

(A) LESSOR shall provide LESSEE with heat, hot water, electricity, and fire alarm monitoring services. In addition, LESSOR shall provide lighting fixtures, and electrical and plumbing systems at the subject premises.

ARTICLE VIII: MAINTENANCE AND SNOW REMOVAL:

(A) The LESSOR shall maintain said premises, parking areas and sidewalks in good repair and in tenantable condition, during the continuance of this Lease, except in case of damage arising from the act or the negligence of the LESSEE or any of its employees or clientele. LESSEE agrees to accept the premises in its "as is" and present condition. For the purpose of so maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make any necessary repairs thereto. LESSEE shall make no alternations to or installation at the demised premises without the prior written consent of the LESSOR.

(B) LESSOR, at its own expense, shall be responsible for the removal of snow and/or ice from the parking space areas, driveways and sidewalks appurtenant to the demised premises.

(C) LESSEE shall be responsible for all minor repairs to the Premises up to a cost of two thousand five hundred (\$2,500.00) dollars and LESSOR shall be responsible for any and all repairs that are estimated to cost more than two thousand five hundred (\$2,500.00) dollars.

(D) LESSOR shall not be responsible for everyday, normal cleaning of the Premises.

ARTICLE IX: COMPLIANCE WITH THE LAWS:

LESSEE shall comply with the required laws, orders, zoning regulations, statutes, ordinances, and all other rules and regulations of any governmental body having jurisdiction relating to the demised premises and shall comply with the recommendations of all insurance underwriting organizations in connection therewith which do not require alteration to the demised premises.

ARTICLE X: TERMINATION FOR LESSEE'S DEFAULTS:

If LESSEE shall default in the payment of rent or the performance or observance of any of the covenants, agreements or conditions on its part contained in this Lease, and such default shall continue for a period of twenty (20) days after notice to LESSEE, unless it is physically impossible for the LESSEE to remedy any such defaults within twenty (20) days, then the time within which the LESSEE may remedy such default shall be extended for such period of time as may be reasonably necessary to do so. Such extension shall be extended to LESSEE, provided that within such period of twenty (20) days, LESSEE shall have, to the extent possible, begun the performance of the act so required, and continued with due diligence to complete the same. If LESSEE shall for any reason abandon the demised premises, or otherwise fail to cure such default, then and in such event LESSOR may, by thirty (30) days written notice to LESSEE, cancel and terminate this Lease and the term hereof shall end and expire on the date specified in such notice as fully and as completely as if the date of termination were the date definitely fixed for the end and expiration hereof. In the event of such termination, LESSEE shall then quit and surrender to LESSOR each and every part of the premises, and LESSOR may enter into or repossess the same and each and every part thereof by any means then permitted by law.

ARTICLE XI: RIGHT TO RE-ENTER: DAMAGES:

In the event of cancellation or termination of this Lease either by operation of law, by issuance of a warrant of dispossess, by service of notice of cancellation or termination as herein provided, or by virtue of any act or default of LESSEE, or any cause or causes whatsoever, LESSOR may re-enter the demised premises, and thereupon LESSOR shall be entitled to possession of the demised premises free from any estate or interest of LESSEE therein.

ARTICLE XII: NOTICES:

All notices, demands, requests or other communications which may be required or permitted hereunder, shall be in writing and shall be deemed sufficient if given or served by registered mail, postage prepaid, return receipt requested, addressed to the party to receive such notice, request or communication at its address set forth above or at such other address as it may hereafter designate by notice given in like manner. Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time that the same is actually received, in the manner aforesaid.

ARTICLE XIII: QUIET ENJOYMENT:

LESSOR covenants and agrees that LESSEE, upon paying rent and performing all of their other covenants, duties and obligations hereunder, may peaceably have, hold and enjoy the demised premises during the term of this Lease, subject only to the specific terms and conditions contained herein.

ARTICLE XIV: TERMINATION:

Either Party, LESSOR or LESSEE, upon thirty (30) days written notice to the other Party, may terminate this Lease when deemed by that Party to be in its best interest.

ARTICLE XV: SURRENDER:

LESSEE shall, on the last day of the term hereof or upon any earlier termination of this Lease, or upon any reentry by LESSOR upon the demised premises pursuant to the terms contained herein or otherwise surrender and deliver up the demised premises in substantially the same condition existing at the commencement of the term hereof, into the possession and use of the LESSOR.

ARTICLE XVI: NO ORAL CHANGE:

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally, but may be modified or amended only by an instrument in writing signed by the party to be charged thereunder.

ARTICLE XVII: COUNTERPARTS:

This Lease has been executed in two (2) counterpart originals, each of which shall be deemed an original and all of which shall constitute one and the same Lease.

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

READ & APPROVED:

THE COUNTY OF PUTNAM:

Date
Mat. C. Bruno, Sr.
Risk Manager

Date
Kevin M. Byrne
County Executive

Date
Michael Lewis
Commissioner of Finance

LESSEE:

Date
Cornell Cooperative Extension of
Putnam County

Date
C. Compton Spain
County Attorney
County Attorney

By: _____
Please Print Name and Title

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

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

Notary Public

ACKNOWLEDGMENT OF TENANT:

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

On the ____ day of _____ in the year 2025, before me personally came STEPHANIE HUBERT to me known, who, being by me duly sworn, did depose and say that she reside(s) in _____; that she is the Director or other officer or director or attorney in fact duly appointed of the Cornell Cooperative Extension of Putnam County, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that she signed his or her name thereto by like authority.

Notary Public

#608

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

APPROVAL – LEASE AGREEMENT – UNITED FOR THE TROOPS

WHEREAS, the County of Putnam (“County”) is the owner of certain real property located at 34 Gleneida Avenue, Carmel, New York 10512, including the building located thereon, (hereinafter “34 Gleneida”); and

WHEREAS, 34 Gleneida Avenue is not required for the County’s use at this time, and therefore constitutes surplus space; and

WHEREAS, the County has no public use for 34 Gleneida at this time, and

WHEREAS, United for the Troops is a not-for-profit organization that benefits residents of the County and others through its support of those serving in the armed forces; and

WHEREAS, a previous Administration has allowed United for the Troops to occupy 34 Gleneida Avenue pursuant to a verbal agreement; and

WHEREAS, the County Executive seeks to formalize the agreement with United for the Troops by entering into a lease agreement for the space at 34 Gleneida Avenue; and

WHEREAS, the County Executive, pursuant to the authority granted to him under Section 31-22 of the Putnam County Code, has entered into negotiations with United for the Troops for such a lease; and

WHEREAS, the Putnam County Law Department has prepared a lease consistent with the terms negotiated between the County Executive and United for the Troops, such lease being attached hereto as Schedule “A”; and

WHEREAS, pursuant to Section 31-22 of the Putnam County Code, the County Executive has requested that the Putnam County Legislature approve such lease agreement; now therefore be it

RESOLVED, that 34 Gleneida Avenue is not required for the County’s use and therefore constitutes surplus space; and be it further

RESOLVED, that the Putnam County Legislature approves the lease between the County of Putnam and United for the Troops, which shall be in substantial conformance with the form attached hereto and made a part hereof as Schedule “A”, and that the Putnam County Executive is authorized to execute said lease; and be it further

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the lease between the County of Putnam and United for the Troops in the manner approved herein.

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



social
Phys

PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE

MEMORANDUM

To: Greg Ellner, Chairman
Physical Services Committee

CC: Diane Schonfeld, Clerk
Putnam County Legislature

The Putnam County Legislature

C. Compton Spain,
County Attorney

John B. Cherico,
First Deputy County Attorney

FROM: Kevin M. Byrne
County Executive

DATE: January 23, 2025

RE: Leases with Not-for-Profit Organizations - Amended

A handwritten signature in black ink, appearing to be "K. Byrne", written over the "FROM" field.

2025 JAN 24 AM 10:43
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Please find enclosed amended versions of the draft leases for the Legislature's review and consideration. The accompanying resolutions are attached for convenience here as well.

The leases were originally submitted by this office following the 2024 Budget presentation and were reviewed by the Legislature at its November 12, 2024 Physical Services Committee meeting.

As discussed with my staff, the language in the leases has been updated to more clearly reflect a month-to-month tenancy.

Should you have any further questions, please do not hesitate to contact this office and/or the Law Department.

RESOLUTION

APPROVAL/ LEASE AGREEMENT/UNITED FOR THE TROOPS

WHEREAS, the County of Putnam ("County") is the owner of certain real property located at 34 Gleneida Avenue, Carmel, New York 10512, including the building located thereon, (hereinafter "34 Gleneida"); and

WHEREAS, 34 Gleneida Avenue is not required for the County's use at this time, and therefore constitutes surplus space; and

WHEREAS, the County has no public use for 34 Gleneida at this time, and

WHEREAS, United for the Troops is a not-for-profit organization that benefits residents of the County and others through its support of those serving in the armed forces; and

WHEREAS, a previous Administration has allowed United for the Troops to occupy 34 Gleneida Avenue pursuant to a verbal agreement; and

WHEREAS, the County Executive seeks to formalize the agreement with United for the Troops by entering into a lease agreement for the space at 34 Gleneida Avenue; and

WHEREAS, the County Executive, pursuant to the authority granted to him under Section 31-22 of the Putnam County Code, has entered into negotiations with United for the Troops for such a lease; and

WHEREAS, the Putnam County Law Department has prepared a lease consistent with the terms negotiated between the County Executive and United for the Troops, such lease being attached hereto as Schedule "A"; and

WHEREAS, pursuant to Section 31-22 of the Putnam County Code, the County Executive has requested that the Putnam County Legislature approve such lease agreement; now therefore be it

RESOLVED, that 34 Gleneida Avenue is not required for the County's use and therefore constitutes surplus space; and be it further

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

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the lease between the County of Putnam and United for the Troops in the manner approved herein.

LEASE AGREEMENT
BETWEEN
THE COUNTY OF PUTNAM, AS LESSOR
AND
UNITED FOR THE TROOPS, AS LESSEE

THIS LEASE, made this ____ day of _____, 202~~5~~⁴ between the **COUNTY OF PUTNAM**, a municipal corporation having its principal office at the County Office Building, 40 Gleneida Avenue, Carmel, New York 10512 (“LESSOR”), and **UNITED FOR THE TROOPS**, with business offices at 34 Gleneida Avenue, Carmel, New York 10512 (“LESSEE”).

W I T N E S S :

That the LESSOR for and in consideration of the covenants and agreement hereinafter reserved has leased and does hereby lease to the said LESSEE the premises described as follows:

ARTICLE I: PREMISES:

The leased premises consist of approximately 534 square feet of space on the first (1st) floor of the building located at 34 Gleneida Avenue, Carmel, New York 10512.

ARTICLE II: TERM:

The term of this Lease shall be for a period commencing of the 1st day of ~~February~~^{November}, 202~~5~~⁴ and ending on the 31st day of ~~October~~^{January}, 202~~6~~⁵.

ARTICLE III: RENT:

The LESSEE shall pay the LESSOR a monthly rent of ONE DOLLAR (\$1.00) plus additional in-kind services as identified by the County Executive which are consistent with the mission of Lessee.

ARTICLE IV: RENT PAYABLE IN INSTALLMENTS:

The LESSOR hereby elects to accept, and the LESSEE hereby covenants to pay said rent ~~in installments~~ of ONE DOLLAR (\$1.00), with such payment to be due on or before the first day of each month during the lease term. Checks shall be made payable to “Putnam County Commissioner of Finance,” at 40 Gleneida Avenue, Carmel, New York 10512.

ARTICLE IV: PURPOSE:

The LESSEE shall use and occupy said premises as office space and in accordance with the terms set forth herein. Any other use which LESSEE desires to make of said premises is subject to the approval of the LESSOR, who shall act by and through the County Executive.

ARTICLE VI: FIRE OR OTHER CASUALTY:

(A) In the event of damage to or destruction of the demised premises or any part thereof during the term hereof due to fire or other casualty, LESSOR shall not be obligated to rebuild or restore any part or all of the demised premises so destroyed. If the damage or destruction is so extensive that in LESSOR's sole judgment it is unable to provide continued use of the demised premises, LESSOR may, by five (5) days written notice to LESSEE, terminate this Lease whereupon this Lease shall be deemed terminated as of the date of termination of the Lease set forth in LESSOR's notice, and all rent shall be apportioned as of such date.

(B) The proceeds of any of LESSOR's insurance which may become payable as the result of any damage or destruction to the demised premises, excluding Lessee's personal property, shall be the sole property of the LESSOR, and LESSEE shall have no claim to any part thereof.

(C) Neither LESSOR nor any agent, servant or employee of LESSOR shall be liable to LESSEE for any loss, injury or damage to LESSEE or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless caused by or due to the negligence of LESSOR, its agents, servants or employees. Further, neither LESSOR nor any agent, servant or employee of LESSOR shall be liable for any such damage caused by other tenants or third parties, unless caused by the negligence of LESSOR or its agents, servants and employees.

(D) It is further agreed between the parties that should it be determined upon final, non-appealable "Judgment" or "Verdict" that the injury or property damage occurred as a result of the LESSEE's sole negligence and not that of the LESSOR's, the LESSEE shall reimburse the LESSOR and/or its insurance carrier all reasonable and necessary costs of defense incurred by the LESSOR and/or its insurance carrier of any claim or lawsuit.

(E) To the fullest extent provided by applicable law, LESSEE shall indemnify and hold harmless LESSOR and its agents and employees from and against any and all claims arising from or in connection with (a) the conduct or management of the demised premises or of any business therein, or any work or thing whatsoever done, or any condition created (other than by LESSOR) in or about the demised premises during the term of this Lease or during the period of time, if any, prior to the Commencement Date that LESSEE may have been given access to the demised premises; (b) any act, omission or negligence of LESSEE or their agents, employees or contractors; (c) any accident, injury or damage whatever (unless caused by LESSOR's negligence) occurring in, at or upon the demised premises; and (d) any breach of or default by LESSEE in the full and prompt payment and performance of Tenant's obligations under this Lease. With respect to those matters referred to in (a) through (d) above, the LESSEE will make full and prompt payment of such costs, expenses and liabilities incurred in or in connection with each such claim or action or

proceeding brought thereon, including, without limitation, all attorney's fees and expenses. In case any action or proceeding be brought against LESSOR or its agents and/or employees by reason of any such claim, LESSEE, upon notice from LESSOR, shall resist and defend such action or proceeding by counsel reasonably satisfactory to LESSOR. LESSEE also shall, upon demand, reimbursement for LESSOR for all costs and expenses paid or incurred by LESSOR in obtaining possession of the demised premises after default by LESSEE or upon the expiration of sooner termination of this Lease, or in enforcing any of LESSEE's obligations hereunder.

ARTICLE VII: INSURANCE:

During the term of this Lease, the LESSOR will carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, the LESSEE, at its own expense, shall carry General Liability Insurance naming the LESSOR as an additional insured under such policy and shall provide a copy of same to LESSOR at the time of Lease execution. During the term of this Lease, LESSEE shall also carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, and any renewals thereof, the LESSEE will, at its own expense, maintain such form of insurance on its own personal property used in or in connection with the demised premises with such coverage and in such amounts as it shall deem reasonably necessary and such insurance shall be deemed primary. LESSEE may establish, in lieu thereof, a reserve fund pursuant to the New York State General Municipal Law and may otherwise self-insure against any loss to personal property owned or used by LESSEE.

ARTICLE VIII: SERVICES:

(A) LESSOR shall provide LESSEE with heat, hot water, electricity, and fire alarm monitoring services. In addition, LESSOR shall provide lighting fixtures, and electrical and plumbing systems at the subject premises.

ARTICLE ~~VIIIX~~: MAINTENANCE AND SNOW REMOVAL:

(A) The LESSOR shall maintain said premises, parking areas and sidewalks in good repair and in tenantable condition, during the continuance of this Lease, except in case of damage arising from the act or the negligence of the LESSEE or any of its employees or clientele. LESSEE agrees to accept the premises in its "as is" and present condition. For the purpose of so maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make any necessary repairs thereto. LESSEE shall make no alternations to or installation at the demised premises without the prior written consent of the LESSOR.

(B) LESSOR, at its own expense, shall be responsible for the removal of snow and/or ice from the parking space areas, driveways and sidewalks appurtenant to the demised premises.

(C) LESSEE shall be responsible for all minor repairs to the Premises up to a cost of two thousand five hundred (\$2,500.00) dollars and LESSOR shall be responsible for any and all repairs that are estimated to cost more than two thousand five hundred (\$2,500.00) dollars.

(D) LESSOR shall not be responsible for everyday, normal cleaning of the Premises.

ARTICLE IX: COMPLIANCE WITH THE LAWS:

LESSEE shall comply with the required laws, orders, zoning regulations, statutes, ordinances, and all other rules and regulations of any governmental body having jurisdiction

relating to the demised premises and shall comply with the recommendations of all insurance underwriting organizations in connection therewith which do not require alteration to the demised premises.

ARTICLE XI: TERMINATION FOR LESSEE'S DEFAULTS:

If LESSEE shall default in the payment of rent or the performance or observance of any of the covenants, agreements or conditions on its part contained in this Lease, and such default shall continue for a period of twenty (20) days after notice to LESSEE, unless it is physically impossible for the LESSEE to remedy any such defaults within twenty (20) days, then the time within which the LESSEE may remedy such default shall be extended for such period of time as may be reasonably necessary to do so. Such extension shall be extended to LESSEE, provided that within such period of twenty (20) days, LESSEE shall have, to the extent possible, begun the performance of the act so required, and continued with due diligence to complete the same. If LESSEE shall for any reason abandon the demised premises, or otherwise fail to cure such default, then and in such event LESSOR may, by thirty (30) days written notice to LESSEE, cancel and terminate this Lease and the term hereof shall end and expire on the date specified in such notice as fully and as completely as if the date of termination were the date definitely fixed for the end and expiration hereof. In the event of such termination, LESSEE shall then quit and surrender to LESSOR each and every part of the premises, and LESSOR may enter into or repossess the same and each and every part thereof by any means then permitted by law.

ARTICLE XII: RIGHT TO RE-ENTER; DAMAGES:

In the event of cancellation or termination of this Lease either by operation of law, by issuance of a warrant of dispossess, by service of notice of cancellation or termination as herein

provided, or by virtue of any act or default of LESSEE, or any cause or causes whatsoever, LESSOR may re-enter the demised premises, and thereupon LESSOR shall be entitled to possession of the demised premises free from any estate or interest of LESSEE therein.

ARTICLE XIII: NOTICES:

All notices, demands, requests or other communications which may be required or permitted hereunder, shall be in writing and shall be deemed sufficient if given or served by registered mail, postage prepaid, return receipt requested, addressed to the party to receive such notice, request or communication at its address set forth above or at such other address as it may hereafter designate by notice given in like manner. Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time that the same is actually received, in the manner aforesaid.

ARTICLE XIII: QUIET ENJOYMENT:

LESSOR covenants and agrees that LESSEE, upon paying rent and performing all of their other covenants, duties and obligations hereunder, may peaceably have, hold and enjoy the demised premises during the term of this Lease, subject only to the specific terms and conditions contained herein.

ARTICLE XIV: TERMINATION: UPON SALE

~~In the event of sale of the subject premises or when LESSOR deems it to be in its best interest, upon thirty (30) days written notice to LESSEE, may terminate this Lease.~~

Either Party, LESSOR or LESSEE, upon thirty (30) days written notice to ~~LESSOR~~the other Party, may terminate this Lease when ~~LESSEE~~deemed by that Party ~~it~~ to be in its best interest.

ARTICLE XVI: SURRENDER:

LESSEE shall, on the last day of the term hereof or upon any earlier termination of this Lease, or upon any reentry by LESSOR upon the demised premises pursuant to the terms contained herein or otherwise surrender and deliver up the demised premises in substantially the same condition existing at the commencement of the term hereof, into the possession and use of the LESSOR.

ARTICLE XVII: NO ORAL CHANGE:

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally but may be modified or amended only by an instrument in writing signed by the party to be charged thereunder.

ARTICLE XVIII: COUNTERPARTS:

This Lease has been executed in two (2) counterpart originals, each of which shall be deemed an original and all of which shall constitute one and the same Lease.

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

READ & APPROVED:

Date
Mat. C. Bruno, Sr.
Risk Manager

Date
Michael Lewis
Commissioner of Finance

Date
C. Compton Spain
County Attorney
County Attorney

THE COUNTY OF PUTNAM:

Date
Kevin M. Byrne
County Executive

LESSEE:

Date
United for the Troops

By: _____
Please Print Name and Title

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

On this ____ day of _____, 2025⁴, before me personally came KEVIN M. BYRNE to me known, who being by me duly sworn, did depose and say that he resides at Mahopac, New York; that he is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that he signed his name thereto under the same authority.

Notary Public

ACKNOWLEDGMENT OF TENANT:

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

On the ____ day of _____ in the year 2025⁴, before me personally came JAMES RATHSCMIDT to me known, who, being by me duly sworn, did depose and say that he reside(s) in _____; that he is the Director or other officer or director or attorney in fact duly appointed of United for the Troops, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

Notary Public

LEASE AGREEMENT
BETWEEN
THE COUNTY OF PUTNAM, AS LESSOR
AND
UNITED FOR THE TROOPS, AS LESSEE

THIS LEASE, made this ____ day of _____, 2025 between the **COUNTY OF PUTNAM**, a municipal corporation having its principal office at the County Office Building, 40 Gleneida Avenue, Carmel, New York 10512 (“LESSOR”), and **UNITED FOR THE TROOPS**, with business offices at 34 Gleneida Avenue, Carmel, New York 10512 (“LESSEE”).

WITNESS:

That the LESSOR for and in consideration of the covenants and agreement hereinafter reserved has leased and does hereby lease to the said LESSEE the premises described as follows:

ARTICLE I: PREMISES:

The leased premises consist of approximately 534 square feet of space on the first (1st) floor of the building located at 34 Gleneida Avenue, Carmel, New York 10512.

ARTICLE II: TERM:

The term of this Lease shall be for a period commencing of the 1st day of February, 2025 and ending on the 31st day of January, 2026.

ARTICLE III: RENT:

The LESSEE shall pay the LESSOR a monthly rent of ONE DOLLAR (\$1.00) plus additional in-kind services as identified by the County Executive which are consistent with the mission of Lessee.

The LESSOR hereby elects to accept, and the LESSEE hereby covenants to pay said rent of ONE DOLLAR (\$1.00), with such payment to be due on or before the first day of each month during the lease term. Checks shall be made payable to "Putnam County Commissioner of Finance," at 40 Gleneida Avenue, Carmel, New York 10512.

ARTICLE IV: PURPOSE:

The LESSEE shall use and occupy said premises as office space and in accordance with the terms set forth herein. Any other use which LESSEE desires to make of said premises is subject to the approval of the LESSOR, who shall act by and through the County Executive.

ARTICLE V: FIRE OR OTHER CASUALTY:

(A) In the event of damage to or destruction of the demised premises or any part thereof during the term hereof due to fire or other casualty, LESSOR shall not be obligated to rebuild or restore any part or all of the demised premises so destroyed. If the damage or destruction is so extensive that in LESSOR's sole judgment it is unable to provide continued use of the demised premises, LESSOR may, by five (5) days written notice to LESSEE, terminate this Lease whereupon this Lease shall be deemed terminated as of the date of termination of the Lease set forth in LESSOR's notice, and all rent shall be apportioned as of such date.

(B) The proceeds of any of LESSOR's insurance which may become payable as the result of any damage or destruction to the demised premises, excluding Lessee's personal property, shall be the sole property of the LESSOR, and LESSEE shall have no claim to any part thereof.

(C) Neither LESSOR nor any agent, servant or employee of LESSOR shall be liable to LESSEE for any loss, injury or damage to LESSEE or to any other person, or to its or their

property, irrespective of the cause of such injury, damage or loss, unless caused by or due to the negligence of LESSOR, its agents, servants or employees. Further, neither LESSOR nor any agent, servant or employee of LESSOR shall be liable for any such damage caused by other tenants or third parties, unless caused by the negligence of LESSOR or its agents, servants and employees.

(D) It is further agreed between the parties that should it be determined upon final, non-appealable "Judgment" or "Verdict" that the injury or property damage occurred as a result of the LESSEE's sole negligence and not that of the LESSOR's, the LESSEE shall reimburse the LESSOR and/or its insurance carrier all reasonable and necessary costs of defense incurred by the LESSOR and/or its insurance carrier of any claim or lawsuit.

(E) To the fullest extent provided by applicable law, LESSEE shall indemnify and hold harmless LESSOR and its agents and employees from and against any and all claims arising from or in connection with (a) the conduct or management of the demised premises or of any business therein, or any work or thing whatsoever done, or any condition created (other than by LESSOR) in or about the demised premises during the term of this Lease or during the period of time, if any, prior to the Commencement Date that LESSEE may have been given access to the demised premises; (b) any act, omission or negligence of LESSEE or their agents, employees or contractors; (c) any accident, injury or damage whatever (unless caused by LESSOR's negligence) occurring in, at or upon the demised premises; and (d) any breach of or default by LESSEE in the full and prompt payment and performance of Tenant's obligations under this Lease. With respect to those matters referred to in (a) through (d) above, the LESSEE will make full and prompt payment of such costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorney's fees and expenses. In case any action or proceeding be brought against LESSOR or its agents and/or employees by

reason of any such claim, LESSEE, upon notice from LESSOR, shall resist and defend such action or proceeding by counsel reasonably satisfactory to LESSOR. LESSEE also shall, upon demand, reimbursement for LESSOR for all costs and expenses paid or incurred by LESSOR in obtaining possession of the demised premises after default by LESSEE or upon the expiration of sooner termination of this Lease, or in enforcing any of LESSEE's obligations hereunder.

ARTICLE VI: INSURANCE:

During the term of this Lease, the LESSOR will carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, the LESSEE, at its own expense, shall carry General Liability Insurance naming the LESSOR as an additional insured under such policy and shall provide a copy of same to LESSOR at the time of Lease execution. During the term of this Lease, LESSEE shall also carry adequate fire and casualty insurance to protect the demised premises. During the term of this Lease, and any renewals thereof, the LESSEE will, at its own expense, maintain such form of insurance on its own personal property used in or in connection with the demised premises with such coverage and in such amounts as it shall deem reasonably necessary and such insurance shall be deemed primary. LESSEE may establish, in lieu thereof, a reserve fund pursuant to the New York State General Municipal Law and may otherwise self-insure against any loss to personal property owned or used by LESSEE.

ARTICLE VII: SERVICES:

(A) LESSOR shall provide LESSEE with heat, hot water, electricity, and fire alarm monitoring services. In addition, LESSOR shall provide lighting fixtures, and electrical and plumbing systems at the subject premises.

ARTICLE VIII: MAINTENANCE AND SNOW REMOVAL:

(A) The LESSOR shall maintain said premises, parking areas and sidewalks in good repair and in tenantable condition, during the continuance of this Lease, except in case of damage arising from the act or the negligence of the LESSEE or any of its employees or clientele. LESSEE agrees to accept the premises in its "as is" and present condition. For the purpose of so maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make any necessary repairs thereto. LESSEE shall make no alternations to or installation at the demised premises without the prior written consent of the LESSOR.

(B) LESSOR, at its own expense, shall be responsible for the removal of snow and/or ice from the parking space areas, driveways and sidewalks appurtenant to the demised premises.

(C) LESSEE shall be responsible for all minor repairs to the Premises up to a cost of two thousand five hundred (\$2,500.00) dollars and LESSOR shall be responsible for any and all repairs that are estimated to cost more than two thousand five hundred (\$2,500.00) dollars.

(D) LESSOR shall not be responsible for everyday, normal cleaning of the Premises.

ARTICLE IX: COMPLIANCE WITH THE LAWS:

LESSEE shall comply with the required laws, orders, zoning regulations, statutes, ordinances, and all other rules and regulations of any governmental body having jurisdiction relating to the demised premises and shall comply with the recommendations of all insurance underwriting organizations in connection therewith which do not require alteration to the demised premises.

ARTICLE X: TERMINATION FOR LESSEE'S DEFAULTS:

If LESSEE shall default in the payment of rent or the performance or observance of any of the covenants, agreements or conditions on its part contained in this Lease, and such default shall continue for a period of twenty (20) days after notice to LESSEE, unless it is physically impossible for the LESSEE to remedy any such defaults within twenty (20) days, then the time within which the LESSEE may remedy such default shall be extended for such period of time as may be reasonably necessary to do so. Such extension shall be extended to LESSEE, provided that within such period of twenty (20) days, LESSEE shall have, to the extent possible, begun the performance of the act so required, and continued with due diligence to complete the same. If LESSEE shall for any reason abandon the demised premises, or otherwise fail to cure such default, then and in such event LESSOR may, by thirty (30) days written notice to LESSEE, cancel and terminate this Lease and the term hereof shall end and expire on the date specified in such notice as fully and as completely as if the date of termination were the date definitely fixed for the end and expiration hereof. In the event of such termination, LESSEE shall then quit and surrender to LESSOR each and every part of the premises, and LESSOR may enter into or repossess the same and each and every part thereof by any means then permitted by law.

ARTICLE XI: RIGHT TO RE-ENTER: DAMAGES:

In the event of cancellation or termination of this Lease either by operation of law, by issuance of a warrant of dispossession, by service of notice of cancellation or termination as herein provided, or by virtue of any act or default of LESSEE, or any cause or causes whatsoever, LESSOR may re-enter the demised premises, and thereupon LESSOR shall be entitled to possession of the demised premises free from any estate or interest of LESSEE therein.

ARTICLE XII: NOTICES:

All notices, demands, requests or other communications which may be required or permitted hereunder, shall be in writing and shall be deemed sufficient if given or served by registered mail, postage prepaid, return receipt requested, addressed to the party to receive such notice, request or communication at its address set forth above or at such other address as it may hereafter designate by notice given in like manner. Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time that the same is actually received, in the manner aforesaid.

ARTICLE XII: QUIET ENJOYMENT:

LESSOR covenants and agrees that LESSEE, upon paying rent and performing all of their other covenants, duties and obligations hereunder, may peaceably have, hold and enjoy the demised premises during the term of this Lease, subject only to the specific terms and conditions contained herein.

ARTICLE XIV: TERMINATION:

Either Party, LESSOR or LESSEE, upon thirty (30) days written notice to the other Party, may terminate this Lease when deemed by that Party to be in its best interest.

ARTICLE XV: SURRENDER:

LESSEE shall, on the last day of the term hereof or upon any earlier termination of this Lease, or upon any reentry by LESSOR upon the demised premises pursuant to the terms contained herein or otherwise surrender and deliver up the demised premises in substantially the same

condition existing at the commencement of the term hereof, into the possession and use of the LESSOR.

ARTICLE XVI: NO ORAL CHANGE:

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally but may be modified or amended only by an instrument in writing signed by the party to be charged thereunder.

ARTICLE XVIII: COUNTERPARTS:

This Lease has been executed in two (2) counterpart originals, each of which shall be deemed an original and all of which shall constitute one and the same Lease.

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

READ & APPROVED:

THE COUNTY OF PUTNAM:

Date
Mat. C. Bruno, Sr.
Risk Manager

Date
Kevin M. Byrne
County Executive

Date
Michael Lewis
Commissioner of Finance

LESSEE:

Date
United for the Troops

Date
C. Compton Spain
County Attorney
County Attorney

By: _____
Please Print Name and Title

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

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

Notary Public

ACKNOWLEDGMENT OF TENANT:

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

On the ____ day of _____ in the year 2025, before me personally came JAMES RATHSCMIDT to me known, who, being by me duly sworn, did depose and say that he reside(s) in _____; that he is the Director or other officer or director or attorney in fact duly appointed of United for the Troops, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

Notary Public

#60

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

APPROVAL – BUDGETARY AMENDMENT (25A007) – SOCIAL SERVICES – SAFE HARBOR

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (25A007) to amend the 2025 Department of Social Services budget, to reflect Putnam County’s Safe Harbor allocation, to address the needs of trafficked and commercially sexually exploited children and youth in accordance with Putnam’s Safe Harbor project plan approved by NYS Office of Children and Family Services; and

WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

Increase Estimated Revenues:

10058000 436101 Safe Harbor Admin Social Services 30,000

Increase Appropriations:

10058000 54646 Safe Harbor Contracts 30,000

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

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

cc: all Health AYA

Reso



MICHAEL LEWIS
Commissioner of Finance

SHEILA BARRETT
First Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

January 30, 2025

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

2025 FEB - 3 PM 4:42
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Dear Ms. Schonfeld,

Pursuant to Code Section 5-1, B dated February 14, 2010, I am advising you of the following request to amend the 2025 Department of Social Services budget.

Increase Estimated Revenues:

10058000 436101 SAFE HARBOR ADMN SOCIAL SERVICES \$30,000

Increase Appropriations:

10058000 54646 SAFE HARBOR CONTRACTS \$30,000

2025 Fiscal Impact -0-
2026 Fiscal Impact -0-

This request is to amend the 2025 Department of Social Services budget, to reflect Putnam County's Safe Harbor allocation, to address the needs of trafficked and commercially sexually exploited children and youth in accordance with Putnam's Safe Harbor project plan approved by NYS Office of Children and Family Services. Supporting documentation (24-OCFS-LCM-23) is attached.

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

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

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

25A007

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner



DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

January 24, 2025

TO: Michael Lewis, Commissioner of Finance

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

SUBJECT: DSS 2025 Budgetary Amendment

Your approval is requested to amend the 2025 DSS budget to include Putnam's Safe Harbour allocation for the purpose of contracting with a provider to address the needs of trafficked and commercially sexually exploited children and youth in accordance with Putnam's Safe Harbor project plan approved by the NYS Office of Children and Family Services (OCFS).

Increase Estimated Revenue:

10058000		SAFE HARBOR	
	436101	ADM SOCIAL SERVICES	\$30,000
		Total Estimated Revenues	\$30,000

Increase Appropriations:

10058000		SAFE HARBOR	
	54646	CONTRACTS	\$30,000
		Total Appropriations	\$30,000
		Fiscal Impact (25)	- 0 -
		Fiscal Impact (26)	- 0 -

Thank you for your time and consideration of this request.

Attachments:

24-OCFS-LCM-23 Municipal Safe Harbour: NY Allocations for Program Year 2025

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



Office of Children and Family Services

Kathy Hochul
Governor

52 WASHINGTON STREET
RENSSELAER, NY 12144

DaMia Harris-Madden, Ed.D., MBA, M.S.
Commissioner

Local Commissioners Memorandum

Transmittal:	24-OCFS-LCM-23
To:	Local Departments of Social Services
Issuing Division/Office:	Division of Youth Development and Partnerships for Success Bureau of Youth Development and Well-Being
Date:	August 23, 2024
Subject:	Municipal Safe Harbour: NY Allocations for Program Year 2025
Suggested Distribution:	Municipal Youth Bureau Directors
Contact Person(s):	Division of Youth Development and Partnerships for Success: humantrafficking@ocfs.ny.gov or 518-474-9879
Attachments:	<i>Appendix A: Municipal Safe Harbour: NY Allocations, 2025</i> <i>Appendix B: Safe Harbour: NY Allowable Use of Funds, 2025</i> <i>Appendix C: Safe Harbour: NY Resources and Commitments, 2025</i> <i>Appendix D: Safe Harbour: NY 2025 Budget Template</i>

I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to inform local departments of social services (LDSSs) about funding for the Safe Harbour: NY Program for program year January 1, 2025 – December 31, 2025.

II. Background

Safe Harbour: NY program funds are intended to support **all** youth identified as trafficked, sexually exploited, or being at risk up to the age of 21. A youth's eligibility for services or support funded through Safe Harbour: NY is not contingent on any demographic factors or other personal characteristics such as immigration status, the source of the referral, or the youth's involvement in child welfare or juvenile justice system(s).

Each LDSS is required to submit to the New York State Office of Children and Family Services (OCFS) planning documents including the Sexually Exploited and Trafficked Youth section in the Child and Family Services Plan (CFSP) and the Safe Harbour: NY Program Budget. Beginning in program year 2025, the Sexually Exploited and Trafficked Youth section of the CFSP will be used as the Safe Harbour: NY program plan. The Safe Harbour: NY budget must be submitted to OCFS using the template provided by uploading it in the CFSP.

Plans are informed by an assessment of local need as well as guidance provided by OCFS, including but not limited to the [Blueprint for Building a Child Welfare Response to Commercially Sexually](#)

Exploited and Trafficked Youth (Blueprint). The Blueprint, and many other resources, can be found on the OCFS website at <https://ocfs.ny.gov/programs/human-trafficking/>.

Additional details about completing the CFSP can be found in *24-OCFS-LCM-15, Guidelines for Preparing the County Child and Family Services Annual Plan*, and within resource documents embedded within the CFSP portal. The CFSP portal can be accessed at <https://countyplans.ocfs.ny.gov/log-in/>.

III. Program Implications

Each LDSS is required to submit to OCFS an assessment of local need and plan for how Safe Harbour: NY funds will be leveraged to meet those needs via the CFSP. The Sexually Exploited and Trafficked Youth section will serve as the program report for year 2024 and the program plan for 2025. The program budget will be submitted as an upload in the CFSP portal using *Appendix D Safe Harbour: NY 2025 Budget Template*.

Approval of the Safe Harbour program plan and budget for program year 2025 will be communicated by the approval of the Sexually Exploited and Trafficked Youth section of the CFSP.

IV. Allocation Methodology

County allocations are included in Attachment A. OCFS retains the ability to evaluate programming and spending throughout the program year. Underspent or unclaimed funds are subject to redistribution to other LDSSs based on demonstrated need.

V. Claiming

Safe Harbour expenditures must be separately identified and claimed through the RF-17 claim package for special project claiming. The costs must be first identified on the RF-2A claim package as F17 functional costs and reported in the F17 column on the *Cost Allocation Schedule of Payments Administrative Expenses Other Than Salaries* (LDSS-923) and the Schedule D, *DSS Administrative Expenses Allocation and Distribution by Function and Program* (LDSS-2347). After final acceptance of the RF-2A claim package, the individual project costs are then reported under the project label "Safe Harbor 2025" on the RF-17 Worksheet, *Distribution of Allocated Costs to Other Reimbursable Programs* (LDSS-4975A).

Salaries, fringe benefits, staff counts, and central services costs must be directly entered on the RF-17 Worksheet, *Distribution of Allocated Costs to Other Reimbursable Programs* (LDSS-4975A), while overhead costs are automatically brought over from the RF-2A, Schedule D, and distributed based upon the proportion of the number of staff assigned to this project. Employees not working all their time on this project must maintain time studies to support the salary and fringe benefit costs allocated to the program.

Non-salary administrative costs must be reported with the appropriate object of expense(s) on the Summary-Administrative (page 1), *Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs* (LDSS-923-B).

Program costs must be reported as object of expense 37 - Special Project Program Expense on the Summary Program (page 2), *Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs* (LDSS-923-B).

August 23, 2024

Total project costs, including all costs regardless of state reimbursement, must be reported on the LDSS-4975, *Monthly Statement of Special Project Claims Federal and State Aid (RF-17)*, as 100% state share excluding central services costs, which are local share. Local districts will be reimbursed up to their approved allocation.

To receive reimbursement, claims for eligible Safe Harbour 2025 expenditures for the period January 1, 2025, through January 31, 2026, must be final accepted in the Automated Claiming System (ACS) by March 31, 2026.

Further instructions for completing time studies, the LDSS-923 and Schedule D, and the RF-17 claim package can be found in Chapters 4, 7, and 18, respectively, of the *Fiscal Reference Manual (FRM)*, Volume 3. The FRM is available online at <https://intranet.otda.ny.gov/bfdm/finance/>.

/s/ Nina Aledort, Ph.D.

Issued by:

Name: Nina Aledort, Ph.D.

Title: Deputy Commissioner

Division/Office: Division of Youth Development and Partnerships for Success

Attachment A: Municipal Safe Harbour: NY Allocations, 2025

DISTRICT	CY 2025 ALLOCATION
ALBA	\$ 40,000
ALLE	\$ 30,000
BROO	\$ 35,000
CATT	\$ 35,000
CAYU	\$ 30,000
CHAU	\$ 35,000
CHEM	\$ 35,000
CHEN	\$ 30,000
CLIN	\$ 30,000
COLU	\$ 30,000
CORT	\$ 30,000
DELA	\$ 30,000
DUTC	\$ 35,000
ERIE	\$ 40,000
ESSE	\$ 30,000
FRAN	\$ 30,000
FULT	\$ 30,000
GENE	\$ 30,000
GREE	\$ 30,000
HAMI	\$ 30,000
HERK	\$ 30,000
JEFF	\$ 35,000
LEWI	\$ 30,000
LIVI	\$ 30,000
MADI	\$ 30,000
MONR	\$ 40,000
MONT	\$ 30,000
NASS	\$ 40,000
NIAG	\$ 35,000
ONEI	\$ 40,000
ONON	\$ 40,000
ONTA	\$ 30,000
ORAN	\$ 40,000
ORLE	\$ 30,000
OSWE	\$ 35,000
OTSE	\$ 30,000
PUTN	\$ 30,000
RENS	\$ 35,000
ROCK	\$ 35,000
SARA	\$ 35,000
SCHE	\$ 35,000

DISTRICT	CY 2025 ALLOCATION
SCHO	\$ 30,000
SCHU	\$ 30,000
SENE	\$ 30,000
STEU	\$ 35,000
STLA	\$ 35,000
STRE	\$ 30,000
SUFF	\$ 40,000
SULL	\$ 30,000
TIOG	\$ 30,000
TOMP	\$ 30,000
ULST	\$ 35,000
WARR	\$ 30,000
WASH	\$ 30,000
WAYN	\$ 30,000
WEST	\$ 40,000
WYOM	\$ 30,000
YATE	\$ 30,000
NYC	\$ 50,000
TOTAL	\$ 1,955,000



Office of Children and Family Services

Appendix B:

Safe Harbour: NY Allowable Use of Funds, 2025

Target Population:

Services for sexually exploited children created in each target county pursuant to the Safe Harbour for Exploited Children Act are to be made available to **all** children who have been commercially sexually exploited (CSEC). This is inclusive of all youth, irrespective of gender identity or sexual orientation, up to age 21. Youth are eligible for Safe Harbour: NY supports whether they are identified voluntarily; as a condition of an adjournment in contemplation of dismissal issued in criminal court or through procedures or diversion services associated with the Family Court Act (diversion services, child welfare, juvenile delinquency, etc.); or a referral from a local social services agency.¹

Fiscal Requirements:

- The **program year** is January 1 – December 31, 2025. All Safe Harbour funds must be expended by January 31, 2026, and all claims must be final accepted in the Automated Claiming System by March 31, 2026. These deadlines are firm; unspent funds will be lost and may impact future funding.
- Claims must be in alignment with the OCFS-approved program plan and budget.
- Allocations are issued as preliminary. OCFS retains the ability to evaluate programming and spending throughout the program year. Underspent and unclaimed funds are subject to redistribution to other counties based on demonstrated need.

Allowable Expenses:

Counties receiving Safe Harbour: NY funds are charged with developing a service system to meet the needs of these youth. Allowable expenses to support this effort include but are not limited to the following:

1. Hiring a Safe Harbour coordinator who will provide leadership in developing and implementing program goals and objectives. (Fringe benefits are capped at 30% unless the coordinator is a local department of social services [LDSS] employee).
2. Providing case assessment and referral services through a multidisciplinary team approach, including the utilization of Child Advocacy Centers/Multidisciplinary Teams, to interview youth and develop case plans to meet their needs.
3. Supporting the salary of per diem and other staff at community agencies that meet the needs of CSEC and at-risk youth, including staff of runaway and homeless youth programs.
4. Creating or further developing a critical team to address the issue of the sexual exploitation of children on a community-wide basis.
5. Providing intensive case planning to meet the needs of sexually exploited youth, including, but not limited to, food, clothing, age-appropriate leadership development and recreational opportunities, transportation, purchase of items to meet emergency needs, disposable cell phones, etc.

¹ See SSL §447-b(2).



Office of Children and Family Services

6. Providing safe long- and short-term housing, including the use of respite or runaway and homeless youth beds where appropriate.
7. Developing and promoting community awareness campaigns about the sexual exploitation and trafficking of youth, including information on the identification and referral to services through community events or other methods of disseminating information (such materials must be approved by OCFS before they are published).
8. Maintenance of a county website regarding sexually exploited youth and/or Safe Harbour.
9. Providing supportive services to non-offending family members of trafficked and exploited youth so they are best equipped to support their youth.
10. Travel to participate in appropriate human trafficking trainings, conferences, and stakeholder meetings.
11. Partnering with other counties in the region to share information and develop a regional approach to bring awareness, training, and services.
12. LDSSs may contract with local partner agencies; however, to be successful, LDSSs must remain engaged in ongoing program planning and implementation.

Non-Permissible Expenses:

Expenses that **cannot** be purchased using Safe Harbour funds include, but are not limited to, the following:

1. Administrative overhead costs, for example, rent/property leasing, standard utility usage, including electric and power costs, janitorial services, etc.
2. Staff fringe benefits exceeding 30% unless program staff are LDSS employees.
3. Developing a local hotline for CSEC (contact OCFS to learn about existing hotlines to meet this need).
4. Public awareness materials and program brochures that have not received prior approval from OCFS.
5. Food and refreshments for adults at meetings and trainings (some exceptions may apply; contact OCFS for more details).
6. Other expenses are at the discretion of OCFS.

Please contact (humantrafficking@ocfs.ny.gov) with additional questions on funding and spending.



Office of Children and Family Services

Appendix C:

Safe Harbour: NY Resources and County Commitments 2025

The New York State Office of Children and Family Services (OCFS) is pleased to fund partner counties to develop a system response to commercially sexually exploited children (CSEC) and youth who have been trafficked or are at risk of being trafficked. To support the development and implementation of these programs, OCFS offers a number of resources and has several expectations of county partners.

The following resources are available to all counties:

- *Responding to Commercially Sexually Exploited and Trafficked Youth: A Blueprint for Systems of Care in New York State*: Practical guidance in developing comprehensive, sustainable system interventions to best meet the needs of trafficked and exploited youth.
- *Responding to Commercially Sexually Exploited and Trafficked Youth: A Handbook for Child Serving Professionals*: Practical guidance for professionals working directly with trafficked, exploited, and at-risk youth.
- *New York State Processes Related to Notifications of Victims of Human Trafficking INF (17-OCFS-INF-03)*.
- *Requirements to Identify, Document, Report, and Provide Services to Child Sex Trafficking Victims Administrative Directive (15-OCFS-ADM-16)* and associated tools and FAQ documents: An OCFS policy directive that must be followed by OCFS, local departments of social services (LDSSs), and relevant voluntary agency staff.
- Sample flow charts to illustrate potential referral processes for youth who are and are not subject to 15-OCFS-ADM-16.
- *Optional Initial Trafficking Interview Tool for Youth (OCFS-2715)* and corresponding training in the Human Services Learning Center (HSLC) site.
- *Sex Trafficking Allegation (19-OCFS-ADM-11)*.
- Several free trainings are available on the HSLC, including *Human Trafficking/Commercial Sexual Exploitation of Children: An Overview* and *Using the Initial Trafficking Interview Tool for Youth*.
- Free training videos on a wide variety of topics are available on the OCFS Human Trafficking YouTube playlist.
- Fast facts, palm cards, and other technical assistance documents are available for counties to reference and distribute from this OCFS website: <https://ocfs.ny.gov/programs/human-trafficking/resources-professionals.php>
- A shared mailbox or general inquires is available: humantrafficking@ocfs.ny.gov. **Note:** Please do not send any urgent case matters or case-identifying information to this mailbox.

Counties who receive Safe Harbour: NY funds are committed to meet the following expectations:

- Under the leadership of the local departments of social services (LDSSs), counties with Safe Harbour funds will develop or utilize the following:



Office of Children and Family Services

- An existing critical team to lead the development of a countywide system response to commercially sexually exploited children and trafficked and at-risk youth (Safe Harbour program). *It is strongly recommended that programs use the Blueprint to guide the work of the critical team.*
- An asset map and needs assessment related to services that can support youth who have experienced CSEC and human trafficking in a survivor-centered, trauma-responsive manner.
- Standardized tools, including those included in 15-OCFS-ADM-16, to screen and assess youth for CSEC and human trafficking experiences.
- Referral pathways to ensure trafficked, exploited, and at-risk youth will be provided an appropriate service response.
- Public awareness campaigns and/or outreach initiatives to contact trafficked, exploited, and at-risk youth. (Note: All public awareness materials require OCFS approval before they may be published with OCFS funds.)
- Offer training opportunities to LDSSs and community-based providers on identifying and providing specialized services to youth who have experienced CSEC and human trafficking.
 - OCFS offers train-the-trainer opportunities to capacitate local partners to deliver trainings locally.
 - Youth engagement specialists are available at each OCFS regional office to deliver free training on human trafficking to child welfare professionals.
- Partner counties are further committed to the following:
 - Participate in regional Safe Harbour meetings (as applicable).
 - Participate in OCFS's statewide annual conferences.
 - Submit, at OCFS's request, details regarding program spending and claims.
 - Provide a program plan and proposed budget at the beginning of each funding year.
 - Provide a report on its progress at the end of each funding year using the provided template.
 - Respond to OCFS requests for additional information.
- Collect data on all youth identified as commercially sexually exploited, trafficked, or at risk by Safe Harbour: NY-funded agencies in the county, and report this data to OCFS quarterly using the provided template.
 - Data is due to the humantrafficking@ocfs.ny.gov mailbox according to the following schedule:
 - Q1: data from January 1 – March 31 (Due 4/22/25)
 - Q2: data from April 1 – June 30 (Due 7/21/25)
 - Q3: data from July 1 – September 30 (Due 10/20/25)
 - Q4: data from October 1 – December 31 (Due 1/19/26)

For more information about Safe Harbour: NY, please contact humantrafficking@OCFS.ny.gov.

Appendix D: Safe Harbour: NY 2025 Budget Template

County : _____ Contact Name: _____
 Contact Email: _____

Personnel Services	Amount \$	Notes
Personnel Services (project staff, salaries)		
Fringe (max 30%)		
Other (explain)		
Total Personnel Services	\$0.00	
Other Than Personnel Services		
Contracted Services (Include contractor and services provided in notes column.)		
Public Awareness Campaign (development and publishing)		
Printing (program materials, etc.)		
Office Supplies		
Equipment and Technology		
Wraparound funds/client assistance (food, clothing, hygiene products, transportation, phones, fee-for-service care, etc.)		
Staff Training and Development		
Staff Travel (to attend trainings, etc.)		
Other (Explain in notes column)		
Total Other Than Personnel Services	\$0.00	
Total	\$0.00	

#69

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

APPROVAL – BUDGETARY AMENDMENT (25A008) – DEPARTMENT OF SOCIAL SERVICES – CHILD ADVOCACY CENTER

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (25A008) to amend the 2025 Social Services budget to include expenses other than Personnel Services funded in accordance with the following contract renewal awarded to the Child Advocacy Center for the period of October 1, 2024 through September 30, 2025; and

WHEREAS, OCFS C029459 is a multi-year agreement awarded by the New York State Office of Children & Family Services (OCFS) for the period of 10/01/22 – 09/30/25; and

WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

22070000 54310	Office Supplies	183
22070000 54313	Books & Supplements	300
22070000 54640	Education & Training	8,210
22070000 54675	Travel	<u>500</u>
		9,193

Increase Revenue:

22070000 436233	Child Advocacy Center	9,193
	2025 Fiscal Impact – 0 –	
	2026 Fiscal Impact – 0 –	

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

MICHAEL J. LEWIS
Commissioner of Finance



cc: all
Health
ATA

RESO

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*
RE: **Budgetary Amendment –25A008**
DATE: February 4, 2025

2025 FEB -5 AM 11:03
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

GENERAL FUND

INCREASE APPROPRIATIONS:

22070000 54310	OFFICE SUPPLIES	\$	183.00
22070000 54313	BOOKS AND SUPPLEMENTS	\$	300.00
22070000 54640	EDUCATION AND TRAINING	\$	8,210.00
22070000 54675	TRAVEL	\$	500.00
		\$	9,193.00

INCREASE REVENUE:

22070000 436233	CHILD ADVOCACY CENTER		9,193.00
		\$	9,193.00

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

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

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner




DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

January 28, 2025

TO: Michael Lewis, Commissioner of Finance

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

SUBJECT: DSS 2025 Budgetary Amendment

Your approval is requested to amend the 2025 Department of Social Services budget to include expenses other than Personnel Services funded in accordance with the following contract renewal awarded to the Child Advocacy Center for the period of 10/01/2024-09/30/2025. OCFS C029459 is a multi year agreement awarded by the New York State Office of Children & Family Services (OCFS) for the period of 10/01/2022-09/30/2025.

Increase Estimated Revenue:

22070000		OEOP CHILD ADVCY CTR	
	436233	CHILD ADVOCACY CENTER	\$9,193
		Total Estimated Revenues	\$9,193

Increase Appropriations:

22070000		OEOP CHILD ADVCY CTR	
	54310	OFFICE SUPPLIES	\$183
	54313	BOOKS AND SUPPLEMENTS	\$300
	54640	EDUCATION AND TRAINING	\$8,210
	54675	TRAVEL	\$500
		Total Appropriations	\$9,193
		Fiscal Impact (25)	- 0 -
		Fiscal Impact (26)	- 0 -

Thank you for your time and consideration of this request.

Attachments:

CHILD ADVOCACY CENTER – OCFS GRANT DETAIL

DONALD B. SMITH COUNTY GOVERNMENT CAMPUS ~ BLDG. #2
110 OLD ROUTE SIX ~ CARMEL, NEW YORK 10512 (845) 808-1500 FAX (845) 225-8635
MEDICAID UNIT FAX (845) 225-0947
YOUTH BUREAU (845) 808-1600

SS

cc: Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau
Nicolle McGuire, Deputy Commissioner of Social Services and Youth Bureau
Marla Behler, Program Director Child Advocacy Center

CHILD ADVOCACY CENTER - OCFS GRANT DETAIL

CONTRACT NUMBER #C029459

10/01/2024-09/30/2025

	APPROVED GRANT BUDGET	MUNIS BUDGET	BUDGETARY AMENDMENT
54310 OFFICE SUPPLIES	683	500	183
54311 PRINTING AND FORMS	180	350	N/A
54313 BOOKS AND SUPPLEMENTS	1,250	950	300
54314 POSTAGE	35	50	N/A
54410 SUPPLIES AND MAT	1,000	1,800	N/A
54560 EQUIP RENTAL LEASE	2,559	2,710	N/A
54634 TELEPHONE	1,786	1,850	N/A
54640 EDUCATION AND TRAINING	8,210	-	8,210
54675 TRAVEL	1,000	500	500
55646 CHRGBK CONTRACTS	17,039	25,247	N/A
	33,742	33,957	9,193

Wunner, Kristen (DFA)

From: Clark, Kathryn (OCFS)
Sent: Thursday, October 24, 2024 1:13 PM
To: Wunner, Kristen (DFA); Behler, Marla (EXT-DFA5-A37)
Subject: C029459 Putnam Contract APPROVED FY 10/1/24-9/30/25
Attachments: C029459 - Putnam County Department of Social Services - Yr 3 - Rev 10.23.24- KC.xlsx; Claim Tip Sheet for Contractors Rev. 7.26.24.docx; Contractual Consultant Breakdown.xlsx; OCFS Inventory Form_122123.docx; Quarterly-Annual Report MDT-CACs FY10.1.24-9.30.25.docx

Good afternoon,

Your contract amendment for C029459 has been approved for fiscal year 10/1/24-9/30/25 has been approved.

Please see attached your Breakdown of Expense form reflecting your budget for this period.

40% Advances & Advance Recoup (33.3) - Q2, Q3, Q4

Requirements:

- Program Report, Breakdown of Expenses.
 - If Q4 claim, Final Report
- Contractual/Consultant Breakdown Form, if applicable.
 - All relevant agreements must be uploaded to contract documents.
- Inventory Form, if applicable.
 - Q1 (Oct - Dec) - Due Jan 30
 - Q2 (Jan - Mar) - Due Apr 30
 - Q3 (Apr - Jun) - Due Jul 30
 - Q4 (Jul - Sept) - Due Oct 30

Reach out if you need anything!

Sincerely,

Kathryn Clark

Program Manager | Child & Family Safety Unit
New York State Office of Children & Family Services
Division of Child Welfare & Community Services
52 Washington Street, Room 337 North
Rensselaer, NY 12144
Phone (518) 402-1369 | Fax (518) 402-6824
Kathryn.Clark@ocfs.ny.gov | ocfs.ny.gov



Office of Children and Family Services

KATHY HOCHUL
Governor

DAMIA HARRIS-MADDEN, Ed.D., MBA, M.S.
Commissioner

July 22, 2024

Sara Servadio, DSS Commissioner
Putnam County Department of Social Services
40 Gleneida Ave.
Carmel, NY 10512

Re: Procurement #175 – MDT/CAC (State Funded) - Amendment

Dear Sara Servadio:

The New York State Office of Children and Family Services (OCFS) is pleased to inform you of its intent to continue funding your Multi- Disciplinary Team/Child Advocacy Center (MDT/CAC) contract. The amendment will become final upon funding approval and your successful completion of the contract process.

Your staff must work with OCFS to complete the contract development and execution process. Please keep the following things in mind as you proceed:

- Keep this letter for reference. It provides important information you will need and contact information for the OCFS staff who will assist you. Please share it with anyone in your organization who will be working on contract development.
Begin the contract development process immediately. This is necessary to meet our goal of having an approved amendment.
Once contract development is complete, your amended contract must be approved by the Office of the New York State Comptroller (OSC) and finalized by OCFS. It will then be "fully executed" and you can begin receiving funding. You will receive notification when this has occurred.

Award Information

As stated in your original contract, under the Program Terms and Conditions, the funding methodology for this contract is configured annually. Below outlines your proposed contract award information. The purpose of this amendment is to reconcile your award. Please note your award is not final unless your contract is successfully developed and approved (as described above).

Table with 2 columns: Contract details and Amount. Rows include Contract Number (C029459), Contract Term (10/1/2022-9/30/2025), Amended Contract Period #1 (10/1/2022-9/30/2023, Amount: \$152,821.00), and Amended Contract Period #2 (10/1/2023-9/30/2024, Amount: \$159,857.00).

Amended Contract Period #3, 10/1/2024-9/30/2025, Amount:	\$163,517.00
Amended Contract Value:	\$476,195.00

Revised Awards:

This revised award letter supersedes the letter sent to you on June 5, 2023.

Additional Requirements:

Throughout the contract process, vendors must ensure their Vendor Responsibility Questionnaire is certified in the VendRep System. To be current, your questionnaire must be (re)certified within six months of the awarded contract going to OSC for approval. Not-for-profit vendors must also remain current with the Charities Bureau and maintain a "prequalified" status within SFS Grants Management. Municipalities are exempt from VendRep, Grants Gateway and Charities Bureau. All vendors must obtain their current Workers Comp and Disability Certificates (with the exception that municipalities are exempt from the Disability Certificate); the certificates must have NYS OCFS 52 Washington Street, Rensselaer NY 12144 as the certificate holder, and you will need to upload these documents to CMS once your contract is set up.

Contract Management System

- You will continue to use OCFS's online Contract Management System (CMS) during contract development and to submit claims and reporting information throughout the life of your contract. You may also receive correspondence through CMS. CMS is accessed at the following link <https://my.ny.gov/> and works with Chrome and Edge internet browsers.
- Information about how to use CMS is available online at <https://ocfs.ny.gov/main/contracts/cms/CMS-Contractor-Manual.pdf>. Your staff will be able to complete specific tasks based on their assigned CMS "role." Additional information on CMS roles is in the CMS Contractor Manual.
- **Important:** If you need to add or remove users, or change roles for your organization, **please complete the CMS Authorization Form and return it to OCFS immediately.** The CMS Authorization Form (OCFS-4821) and instructions are available here: <https://ocfs.ny.gov/main/documents/>. Once users are authorized for your organization, if you need to assign additional staff to work on specific contracts or change assignments, please reach out to your OCFS Program Manager for assistance.
- **Helpful Hint:** It is recommended that you designate at least two individuals for each CMS role so multiple staff can work on contract and claim tasks. However, for each specific contract, you will assign **one primary staff member for each role.** The primary staff member will receive all future system e-mails for work on that specific contract.

Contract Due Date

Our goal is to have a fully executed contract prior to the amendment start date. To accomplish this, you will be given **25** calendar days to develop your contract and work with OCFS staff to make any needed refinements. If you do not submit all required documents by this deadline, OCFS will be unable to complete the contract process and your contract approval will be delayed.

- **Helpful Hint:** When uploading documents to CMS, be sure to upload each as a PDF to prevent system errors. Do not use formats such as Excel or MS Word.

Contracting Guides & Requirements

The following documents are attached to this letter and will assist you with the contracting process. You may also contact the OCFS staff listed at the end of this letter.

- [OCFS Agency Contact Information](#)
- [Contract Requirement Tip Sheet](#)

Additional information may be found here [Form Search](#) | [Forms](#) | [OCFS \(ny.gov\)](#) to assist you in contract development.

Webinars

OCFS will schedule webinars to assist with the contract development process and answer questions. Details of these events will be sent to your organization's contact soon.

OCFS Contacts

Your OCFS Program Manager, identified on the last page of this document, will contact you about the contract development process and the tasks your staff must complete. If you have workplan or budget questions before then, you may contact them by phone or e-mail. Please also review the CMS Manual and contracting guide documents referenced above. For all general questions regarding this award, call the Contracting Helpline at 1-833-791-2741. Please have this letter in front of you when calling.

Again, congratulations on your award. We look forward to working with you.

Sincerely,



Gail Geohagen-Pratt
Deputy Commissioner
Division of Child Welfare and Community Services

Attachments

OCFS Agency Contact Information
Program Area: Child Welfare and Community Services (CWCS)
Re: Procurement #175 – MDT/CAC (State Funded) - Amendment

Program Staff (Workplan or Budget Questions):

Name & Title	Telephone	Email
Kathryn Clark Program Manager	518-402-1369	kathryn.clark@ocfs.ny.gov
Adam Berry Program Supervisor	518-474-7899	adam.berry@ocfs.ny.gov

Fiscal Administrative Unit (FAU) Staff:

Name & Title	Telephone	Email
Meghan Manny FAU Contract Unit Supervisor	518-474-9850	meghan.manny@ocfs.ny.gov
Christopher Herrick, FAU Contract Staff	518-402-6767	christopher.herrick@ocfs.ny.gov
Bethany Albano, FAU Contract Staff	518-473-8536	bethany.albano@ocfs.ny.gov
Chelsea Hartmann FAU Contract Staff	518-474-7824	chelsea.hartmann@ocfs.ny.gov
Alyssa Bange FAU Contract Student Assistant	518-402-9312	alyssa.bange@ocfs.ny.gov
Judith Soler FAU Claiming Unit Supervisor	518-474-9632	judith.rodriquez@ocfs.ny.gov
Michael Solt Claim Program Aide	518-402-3289	michael.solt@ocfs.ny.gov
Travis Koonz Claim Program Aide	518-486-1341	travis.koonz@ocfs.ny.gov
Christopher Donnellan Claim Program Aide	518-474-7856	christopher.donnellan@ocfs.ny.gov

For all general questions regarding this award, call the Contracting Helpline at 1-833-791-2741. Please have this letter in front of you when calling.

Contract Requirement Tip Sheet

<p>Vend Rep Questionnaire</p>	<p>Not-for-profit vendors must register and update their Vendor Responsibility Questionnaire online through NYS OSC VendRep system. Vendors will need to register and update their questionnaire six months prior to any contract, renewal and/or amendment going to OSC. This can be done online through NYS OSC VendRep system https://www.osc.state.ny.us/vendrep/info_vrsystem.htm</p> <p>https://onlineservices.osc.state.ny.us/Enrollment/login?0</p> <p>OCFS recommends completing the VR Questionnaire online in the VendRep System. The process is centralized (can be used for several contracts) and easier to update.</p> <p>For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by e-mail at ciohelpdesk@osc.state.ny.us.</p>
<p>Charities Registration</p>	<p>Unless vendors are exempt, all not-for profit vendors must register with the Department of Law/Charities Bureau to receive a Charities Registration # and file a Charities Registration Statement annually. Please go to NYS Attorney General website: http://www.charitiesnys.com/charities_new.jsp.</p>
<p>Disability Benefits Coverage</p>	<p>All vendors, except for Municipalities who are exempt, must provide proof of Disability Benefits Coverage by uploading one of the following forms into CMS:</p> <ul style="list-style-type: none"> • DB-120.1 Certificate of Disability Benefits Insurance; • DB-155 Certificate of Disability Benefits Self-Insurance; • CE-200 Certificate of Attestation of Exemption from New York State Workers' Compensation and /or Disability Benefits Coverage <p>The form must list NYS OCFS as the certificate holder and the dates of the certificate must be current. The address for NYS OCFS is 52 Washington Street, Rensselaer, NY 12144.</p> <p>Be sure the certificate is signed, not expired, listed with the vendor's name who holds the contract with the Federal ID, the correct form is used, and OCFS is the certificate holder.</p>

<p>Workers Compensation Coverage</p>	<p>All vendors must provide proof of worker's compensation coverage by uploading one of the following forms into CMS:</p> <ul style="list-style-type: none"> • C105.2 Certificate of Workers Compensation Insurance • U26.3 Issued by the State Insurance Fund • SI-12 Certificate of Workers Compensation Self-Insurance • Form GSI-105.2 Certificate of Participation in Workers Compensation Group Self Insurance • CD-200 Certificate of Attestation of Exemption from NYS Workers Compensation and/or Disability Benefits coverage <p>The form must list NYS OCFS as the certificate holder and the dates of the certificate must be current. The address for NYS OCFS is 52 Washington Street, Rensselaer, NY 12144. Be sure the certificate is signed, not expired, listed with the vendor's name who holds the contract with the Federal ID, the correct form is used, and OCFS is the certificate holder.</p>
<p>Statewide Financial System (SFS)</p>	<p>With the implementation of SFS vendors are required to maintain their own address and other information directly in the system. OCFS does not have access to change this information.</p> <p>For vendor Self-Service Directions and Information (Vendor Self-Service System) click on http://osc.state.ny.us/vendors/index.htm</p>
<p>State Financial System (SFS) Grants Management (Replacing Grants Gateway)</p>	<p>Not-for-Profit Entities (<i>municipalities and for-profits are exempt</i>):</p> <p>Effective 1/16/2024, SFS Grants Management replaces Grants Gateway. Contractors will use SFS to apply for grant proposals, meet prequalification requirements and maintain prequalification status.</p> <p>Note: your agency <u>must</u> remain in a “prequalified status” throughout the budget development or amendment process.</p> <p>Information on SFS can be found here: https://grantsmanagement.ny.gov/transition-sfs.</p> <p>You may also contact the SFS Help Desk with any questions:</p> <ul style="list-style-type: none"> • Helpdesk@sfs.ny.gov • 518-457-7737 or 877-737-4185 <p>For issues that arise while working in SFS, provide as many of the following details as possible to assist the Help Desk in quickly resolving your problem: description of issue, SFS User ID, date and time, job aid or reference material you were following, name of page, impacted transaction IDs, screenshots of the entire page including URL and any error messages.</p>

Please open the document in CHROME to submit.

Attachment B Budget

A-1 Summary of Personnel Costs

Position/Title	Annual Salary	% of Time	Salary times % of Time**	Local Share	OCFS Grant Funds	Total Cost
CAC Program Director 1 (P)	\$95,574	10.00	\$9,557		\$9,557	\$9,557
CAC Program Director 2 (P)	\$115,000	26.00	\$29,900		\$29,900	\$29,900
Office Manager 1 (P)	\$48,640	18.00	\$8,755		\$8,755	\$8,755
Office Manager 2 (P)	\$48,640	57.00	\$27,724		\$27,725	\$27,726
CAC Coordinator (P) 1(formally FI/Community Outreach Worker 1)	\$85,000	15.00	\$12,750		\$12,750	\$12,750
FI/ Community Outreach Worker 2 (P)	\$0	0.00	\$0		\$0	\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
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			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
1. Personnel Total				\$0	\$88,687	\$88,687
2. Fringe Benefits Total	<i>Enter Rate:</i>	46.33			\$41,088	\$41,088
3. Total Personal Services Costs			88,687	\$0	\$129,775	\$129,775

** The figures in the column are for comparison purposes only. It may not exactly equal the Total Cost figure.

A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above.
Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title:

Enter Role/Responsibility Below

CAC Program Director is a full time position responsible for overseeing the day to day operation of the program and staff supervision. This line covers for the period of 10/1/2024-12/31/2024.

2. Title:

Enter Role/Responsibility Below

CAC Program Director is a full time position responsible for overseeing the day to day operation of the program and staff supervision. The position is being re-classified to reflect additional assigned responsibilities This line covers for the period of 1/1/2025-9/30/2025. The budgeted amount is based on the 2025 county approved salaries aligned with adjustments in the job description.

3. Title:

Enter Role/Responsibility Below

Office Manager is funded for 30 hours per week at Grade 8, step 4. Position is responsible for managing the CAC data base, tracking cases and providing administrative support to all CAC staff and MDT members. Additional responsibilities include: greeting families, supervising families in the waiting area, surveying clients, generating statistical reports, coordinating meeting schedules. Salary is based on county approved budget.

4. Title:

Enter Role/Responsibility Below

Office Manager is funded for 30 hours per week at Grade 8, step 4. Position is responsible for managing the CAC data base, tracking cases and providing administrative support to all CAC staff and MDT members. Additional responsibilities include: greeting families, supervising families in the waiting area, surveying clients, generating statistical reports, coordinating meeting schedules. Salary for the 2025 budget year is still pending contract negotiations and is currently budgeted based on the current contract year. Adjustments will be made at a future date if needed.

5. Title:

Enter Role/Responsibility Below

CAC Coordinator (formally title Forensic Interviewer/Outreach Worker) is a new title. The Program Coordinator position will play a crucial role in the success of the CAC by conducting forensic interviews, supervising victim advocates, implementing prevention programs, and managing team communication. The position will provide day to day case management and team coordination and will be familiar with the specifics of all ongoing cases. The FI/Community Outreach Worker title was reclassified through the county budget process to a CAC Coordinator. The Salary is based on the county approved amount based on the duties assigned to this job title.

6. Title:

Enter Role/Responsibility Below

This title is being replaced with the CAC Program Coordinator position.

7. Title:

Enter Role/Responsibility Below

8. Title:

Enter Role/Responsibility Below

9. Title:

Enter Role/Responsibility Below

10. Title:

Enter Role/Responsibility Below

11. Title:

Enter Role/Responsibility Below

12. Title:

Enter Role/Responsibility Below

13. Title:

Enter Role/Responsibility Below

14. Title:

Enter Role/Responsibility Below

15. Title:

Enter Role/Responsibility Below

16. Title:

Enter Role/Responsibility Below

17. Title:

Enter Role/Responsibility Below

18. Title:

Enter Role/Responsibility Below

19. Title:

Enter Role/Responsibility Below

20. Title:

Enter Role/Responsibility Below

B4. Contractual/Consultant

Item	Local Share	OCFS Funds	Total Costs
Consultant(s) (P)		\$20,039	\$20,039
Contractual Space Cost(s) (P)		\$999	\$999
Storage Unit Rental (P)		\$1,560	\$1,560
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Contractual/Consultant Costs	\$0	\$22,598	\$22,598

Enter Budget Narrative Below:

Consultant(s) (P) - \$17, 039.00- District Attorney's Office
 \$3,000.00 Trainer for Annual MDT retreat

Consultant(s) (P) - This line will be used for contracting with services including but not limited to an ADA from the DA's Office assigned to the CAC that is responsible for all CAC cases being prosecuted in criminal court and coordinating with DSS Counsel on Family Court matters. ADA will attend and participate in all joint forensic interviews, monthly case review meetings and provide case dispositions for case tracking. This integrated approach will allow for better collaboration and stronger prosecution, while providing a multi-disciplinary problem solving method to address the underlying issues of the families served at the CAC. Position will also be responsible for providing professional and public training. This line may cover for additional consultant(s) but will need prior approval before charging to this line.

Contractual Space Costs (P) - \$999.00 Estimated annual share cost for contracted Copier/Maintenance.

Storage Unit Rental (P): - \$1,560.00 (rented) estimated rental cost for storage space used by program staff to conduct routine office work, office visits with clients, hold meetings, etc. Additional cost that could be covered under this line are moving expenses in the event of program relocation, storage, minor renovations and repair to set up and relocate to new site that are not covered under the rental agreement. The storage unit is 100% utilized and operated by the agency.

****Contractual/Consultant agreements will be uploaded to CMS prior to claiming. All subcontractors or consultant arrangements, including vendor, consultant, and purchase of service agreements to provide any services outlined in or associated with the project, must be by written agreement. All proposed agreements must be submitted to the OCFS Program Manager and have written approval by OCFS. Signed agreements equaling \$50,000 or 50% or more of the contract value, or as otherwise requested by OCFS, must be uploaded in CMS as a "contract-related document" prior to requesting reimbursement or receiving payment of related expenses.**

B5. Travel

Reimbursement for travel, lodging, and mileage costs must not exceed the State rates in effect at the time the person traveled.

Item	Local Share	OCFS Funds	Total Costs
Local travel(P)		\$1,000	\$1,000
Out of State Travel (P)		\$0	\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Travel Costs	\$0	\$1,000	\$1,000

Enter Budget Narrative Below:

Local Travel (P)- This line is for local travel for the program staff to complete program related tasks such as but not limited to travel to support all activities listed in the work plan such as home visits, outreach, meetings, travel to local agencies and trainings as it pertains to their duties, meeting performance goals and meeting client needs.

Out of Area/State Travel (P)- This line item is for travel to trainings, meetings and conferences as required by OCFS. Conferences and staff devleopment opportunities, trainings and meetings as they become available and scheduled throughout the year.

**All travel reimbursements will not exceed NYS travel rates in effect. Out of state travel must be pre-approved by NYS OCFS Program Manager prior to reservations/arrangements are made.

B6. Equipment

Item	Local Share	OCFS Funds	Total Costs
Medical Equipment (P)		\$0	\$0
Technology and Accessories (P)		\$0	\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Equipment Costs	\$0	\$0	\$0

Enter Budget Narrative Below:

Medical Equipment (P) - The purpose of this line it to update and/or replace medical equipment for staff to perform and conduct investigations and interviews of sexually/physically abused children come into the CAC. Examples of cost may include but are not limited to a colposcope.

The purpose of this line it to update and/or replace necessary technology for staff to perform their daily work, as well as to conduct investigations and interviews of sexually/physically abused children come into the CAC. Examples of cost may include but are not limited to an I-Record (video recording device).

B7. Supply Costs

Item	Local Share	OCFS Funds	Total Costs
Office Supplies (P)		\$683	\$683
Program Supplies (P)		\$1,000	\$1,000
Printing/Copying and Outreach Supplies (P)		\$180	\$180
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Supply Costs	\$0	\$1,883	\$1,883

Enter Budget Narrative Below:

Office Supplies (P) - This line supports program needs for employees on the budget as well as for CAC Team members who co-locate at the center. Office supplies may include, but are not limited to: paper, pens, folders, binders, paper clips, highlighters, staplers, staples, post-it notes, toner and small office equipment.

Program Supplies (P) - This line covers the cost of items used by program staff and program participants (Insert program need here. For example: to educate and support positive PCI, bonding and attachment, decrease social isolation, and promote child development and health). Examples of supplies may include, but are not limited to: DVDs, books, educational toys, curriculum, advisory and council member supplies and software.

Printing/Copying and Outreach Supplies (P) - This line will be used to support staff and families as we carry out the program in a manner consistent with the work plan and achievement of outcomes. This line will also support outreach and promotion of the program. Examples of supplies and costs may include, but are not limited to: paper, toner, outreach items, brochures and printed material as well as maintenance and repair of copier and printers, as needed. This is 100% utilized by the program but due to budget constraints we are only able to charge a portion of the estimated annual cost.

*The volume and types of supplies under this category may differ slightly from year to year based on program needs.

B8. Other Expenses

Item	Local Share	OCFS Funds	Total Costs
Dues and Memberships (P)		\$1,250	\$1,250
Technology/Communications Expenses (P)		\$1,786	\$1,786
Postage/Shipping (P)		\$35	\$35
Training and Staff Development (P)		\$5,210	\$5,210
Unforeseen Miscellaneous Expenses (A)		\$0	\$0
Unforeseen Miscellaneous Expenses (P)		\$0	\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Other Expenses	\$0	\$8,281	\$8,281

Enter Budget Narrative Below:

Dues and Memberships (P) - Examples of dues and memberships are but not limited to NYSCA, NCA, Regional Chamber of Commerce and registration with CHAR 500 and the American Professional Society on the Abuse of Children (APSAC). These dues and memberships are annual program related costs and expenses and are subject to change annually.
 NCA Membership Dues: 600.00
 NYSCA Membership Dues: \$400.00
 Unforeseen increases or new membership dues: \$250.00

Technology/Communications Expenses (P) - Technology and Accessories (P) - \$1,786.00 - This line will be used for Internet service and office phones for program staff. (P)= Internet and Office Phones is 100 % of agency cost.

This line will be used for, but not limited to: mobile hot spots (Mi-Fi), internet service (Wi-Fi), office phones and/or cell phones. Expenses may include, but are not limited to: purchase and/or replacement of the items, recurring costs and repairs as needed during the contract term. This is 100% utilized by the program but due to budget constraints we are only able to charge a portion of the estimated annual cost.

Postage/shipping (P) - Costs for mailings and shipments of program materials to clients, outreach materials, recruitment of program participants and staffing.

Training and Staff Development (P) - This line item is to help develop skills and define roles and responsibilities throughout the program. This line will be used for trainings, conferences and curriculum relevant to the needs of the program, including but not limited to: staff and professional development, work plan and targets. Estimated cost will cover registration fees, materials/supplies, space for training, and/or payment for a trainer/speaker, which may include their travel expenses (not to exceed the NYS Travel Rates and not included in contractual/consultant agreements).

Unforeseen Miscellaneous Expenses (A/P) - This line will be used to incorporate unforeseen expenses that align with or support the contract's work plan, goals, and objectives and are not included in other budget categories. This line may not be used without prior approval by your OCFS Program Manager.

Contractor Name: Putnam County Dept of Social Services
Period of Budget: 10/01/2022 - 09/30/2025
Contract Number: C029459

**ATTACHMENT B
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category	Local Share/ Local Match (if applicable)	OCFS Funds	Total Project Cost
A. Personal Services			
1. Project Staff Salaries	\$0	\$88,887	\$88,887
2. Fringe Benefits		\$41,088	\$41,088
3. Total (Lines 1 + 2)	\$0	\$129,775	\$129,775
B. Non-Personal Services			
4. Contractual/Consultant	\$0	\$22,598	\$22,598
5. Travel/Per Diem	\$0	\$1,000	\$1,000
6. Equipment	\$0	\$0	\$0
7. Supplies	\$0	\$1,863	\$1,863
8. Other Expenses	\$0	\$8,281	\$8,281
9. Total (Total Lines 4 to 8)	\$0	\$33,742	\$33,742
C. Project Total (Lines 3 + 9)	\$0	\$163,517	\$163,517

Local Match (if required) Use *calculation below
--

***Local Match Calculation** = % of matching funds (if required in the RFP or contract agreement) X OCFS grant award.

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

Local Share/Match Breakdown

	Source	Amount
A. Cash Donations		
B. In-Kind Donations		
C. Volunteers/Intern		
D. Fees for Service		
E. Unrestricted Cash or Fund Balance		
F. Grants:		
- Other grants supporting this project		
Amount of OCFS Funds		\$476,196
Non-OCFS Funds supporting this project		
Total		\$476,196

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

#69

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

APPROVAL – BUDGETARY AMENDMENT (25A009) – DEPARTMENT OF SOCIAL SERVICES – CHILD ADVOCACY CENTER - CRIME VICTIMS BOARD

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (25A009) to amend the 2025 Social Services budget to include expenses other than Personnel Services funded in accordance with the following contract renewal awarded to the Child Advocacy Center for the period of October 1, 2024 through September 30, 2025; and

WHEREAS, OVS01-C11348GG-1080200 is a multi-year agreement awarded by the New York State Office of Victim Services (OVS) for the period of 10/01/22 – 09/30/25; and

WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

22071000 54640	Education & Training	17,277
22071000 54646	Contracts	3,780
22071000 55370	Charge Back Automotive	1,900
22071000 55870	Charge Back Auto Cty Vehicle	<u>200</u>
		23,157

Increase Revenue:

22071000 446131	Crime Victims Board	23,157
------------------------	----------------------------	---------------

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

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

MICHAEL J. LEWIS
Commissioner of Finance



cc: all
Health
AAA

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 –25A009**
DATE: February 4, 2025

2025 FEB -5 AM 11:03
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

GENERAL FUND

INCREASE APPROPRIATIONS:

22071000 54640	EDUCATION AND TRAINING	\$ 17,277.00
22071000 54646	CONTRACTS	\$ 3,780.00
22071000 55370	CHRGBK AUTOMOTIVE	\$ 1,900.00
22071000 55870	CHRGBK AUTO ALL CTY VEHICLE	\$ 200.00
		<u>\$ 23,157.00</u> ✓

INCREASE REVENUE:

22071000 446131	CRIME VICTIMS BOARD	23,157.00
		<u>\$ 23,157.00</u>

2025 Fiscal Impact \$ 0

2026 Fiscal Impact \$ 0

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

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner




DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

January 29, 2025

TO: Michael Lewis, Commissioner of Finance

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

SUBJECT: DSS 2025 Budgetary Amendment

Your approval is requested to amend the 2025 Department of Social Services budget to include expenses other than Personnel Services funded in accordance with the following contract renewal awarded to the Child Advocacy Center for the period of 10/01/2024-09/30/2025. OVS01-C11348GG-1080200 is a multi-year agreement awarded by the New York State Office of Victim Services (OVS) for the period of 10/01/2022-09/30/2025.

Increase Estimated Revenue:

22071000		OEOB CRIME VCTM	
	446131	CRIME VICTIMS BOARD	\$23,157
		Total Estimated Revenues	\$23,157

Increase Appropriations:

22071000		OEOB CRIME VCTM	
	54640	EDUCATION AND TRAINING	\$17,277
	54646	CONTRACTS	\$3,780
	55370	CHRGBK AUTOMOTIVE	\$1,900
	55870	CHRGBK AUTO ALL CTY VEHICLE	\$200
		Total Appropriations	\$23,157
		Fiscal Impact (25)	- 0 -
		Fiscal Impact (26)	- 0 -

Thank you for your time and consideration of this request.

Attachments:

CHILD ADVOCACY CENTER – OVS GRANT DETAIL

cc: Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau
Nicolle McGuire, Deputy Commissioner of Social Services and Youth Bureau
Marla Behler, Program Director Child Advocacy Center

CHILD ADVOCACY CENTER - OVS GRANT DETAIL
 CONTRACT NUMBER #OVS01-C11348GG-1080200
 10/01/2024-09/30/2025

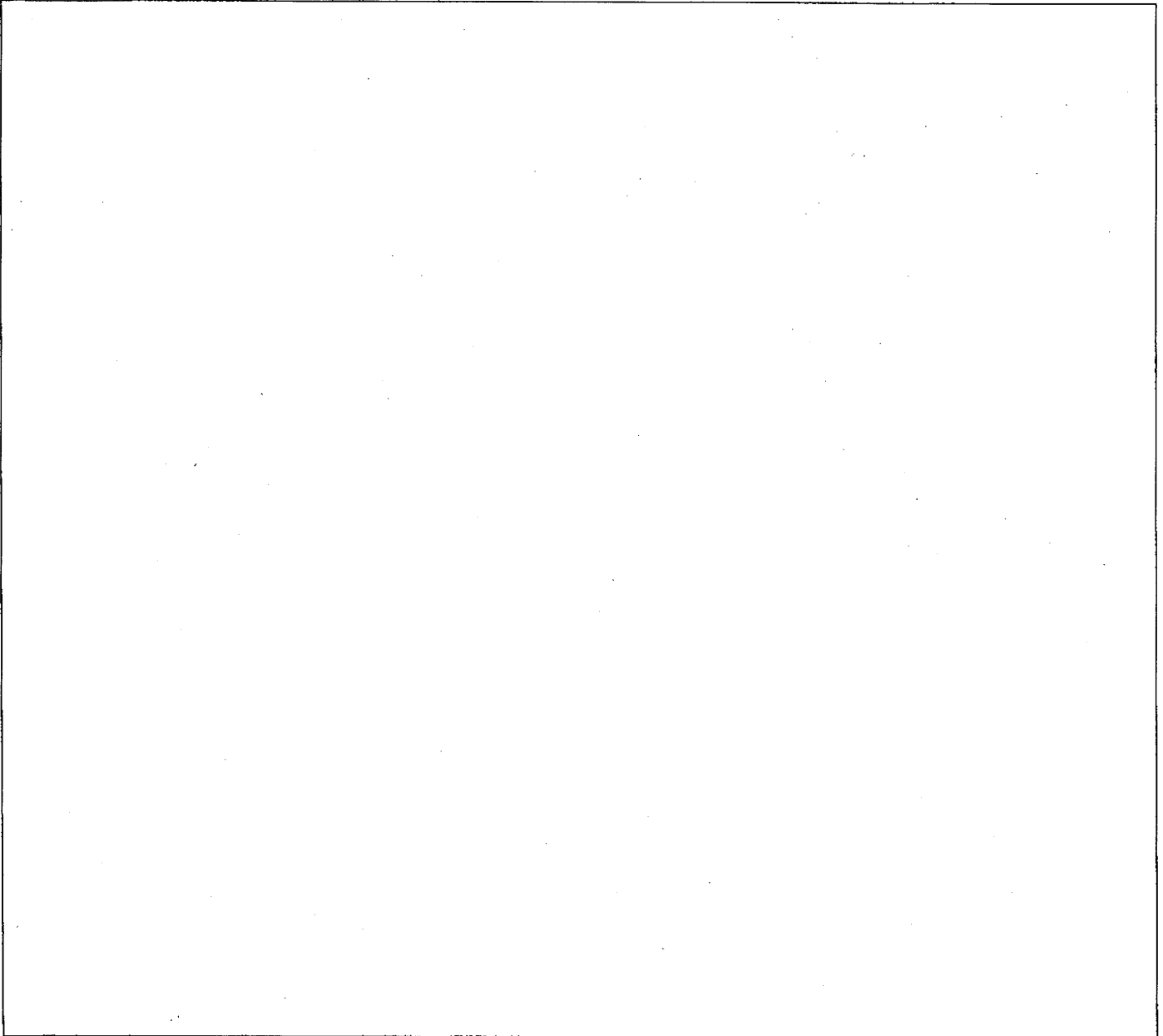
	APPROVED GRANT BUDGET	MUNIS BUDGET	BUDGETARY AMENDMENT
54310 OFFICE SUPPLIES	500	1,500	N/A
54410 SUPPLIES AND MAT	500	1,500	N/A
54635 CELLPHONES	2,000	2,000	N/A
54640 EDUCATION AND TRAINING	17,277	-	17,277
54646 CONTRACTS	129,440	125,660	3,780
55370 CHRGBK AUTOMOTIVE	1,900	-	1,900
55870 CHRGBK AUTO ALL CITY VEHICLE	200	-	200
	151,817	130,660	23,157

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
SUMMARY**

PROJECT NAME: FY22 Victim Assistance
 CONTRACTOR NAME: PUTNAM COUNTY OF
 CONTRACT PERIOD NUMBER: 3
 CONTRACT PERIOD: From: 10/01/2024
 To: 09/30/2025

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1) Personal Services							
a) SALARY	\$0.00	\$209,753.00	\$209,753.00	\$81,962.40	39%	\$0.00	\$291,715.40
b) FRINGE	\$0.00	\$50,466.57	\$50,466.57	\$0.00	0%	\$0.00	\$50,466.57
Subtotal	\$0.00	\$260,219.57	\$260,219.57	\$81,962.40	31%	\$0.00	\$342,181.97
2) Non Personal Services							
a) CONTRACTUAL	\$0.00	\$129,439.80	\$129,439.80	\$0.00	0%	\$0.00	\$129,439.80
b) TRAVEL	\$0.00	\$17,277.04	\$17,277.04	\$0.00	0%	\$0.00	\$17,277.04
c) EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$5,100.00	\$5,100.00	\$0.00	0%	\$0.00	\$5,100.00
h) OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$0.00	\$151,816.84	\$151,816.84	\$0.00	0%	\$0.00	\$151,816.84
Total	\$0.00	\$412,036.41	\$412,036.41	\$81,962.40	20%	\$0.00	\$493,998.81

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
JUSTIFICATION**



**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET**

SALARY									
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Senior Bilingual Advocate	\$69,699.00	35.00	100.00	12.00	\$69,699.00	\$0.00	0%	\$0.00	\$69,699.00
2. Victim Advocate	\$67,804.00	35.00	100.00	12.00	\$67,804.00	\$0.00	0%	\$0.00	\$67,804.00
3. Program Coordinator	\$85,000.00	35.00	85.00	12.00	\$72,250.00	\$0.00	0%	\$0.00	\$72,250.00
4. Program Director 10/1/24 - 12/31/24 (Match 40%)	\$95,574.00	35.00	40.00	3.00	\$0.00	\$9,557.40	0%	\$0.00	\$9,557.40
5. Office Manager (Match 75%)	\$48,640.00	30.00	75.00	12.00	\$0.00	\$36,480.00	0%	\$0.00	\$36,480.00
6. Volunteer (Match 100%)	\$13,500.00	15.00	100.00	12.00	\$0.00	\$13,500.00	0%	\$0.00	\$13,500.00
7. Program Director 1/1/25 - 9/30/25 (Match 26%)	\$115,000.00	35.00	26.00	9.00	\$0.00	\$22,425.00	0%	\$0.00	\$22,425.00
Sub Total					\$209,753.00	\$81,962.40	39%	\$0.00	\$291,715.40
FRINGE									
TYPE/DESCRIPTION									
1. Approved Fringe Rate 24.06%					\$50,466.57	\$0.00	0%	\$0.00	\$50,466.57
Sub Total					\$50,466.57	\$0.00	0%	\$0.00	\$50,466.57
Personal Services Total					\$260,219.57	\$81,962.40	31%	\$0.00	\$342,181.97

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET

PERSONAL SERVICES NARRATIVE - SALARY

CAC Senior Bilingual Victim Advocate: Position provides direct services to clients outlined in our PMT. The position also assists with supervision of the victim advocate, student interns and volunteers. Salary is based on position title and grade determined by the Putnam County Personnel Department. The position works a 35-hour work week and 100% of time is dedicated to this contract.

CAC Victim Advocate: Position provides direct services to CAC clients outlined in our PMT. Salary is based on position title and grade determined by the Putnam County Personnel Department. Receives supervision from the Senior Bilingual Victim Advocate. Position works a 35-hour work week and 100% of time is dedicated to this project.

CAC Coordinator: Position is responsible for coordinating and conducting forensic interviews, facilitating monthly case review meetings with team members, facilitating forensic interviewing peer review meetings and overseeing outreach initiatives to educate and identify crime victims. Salary is determined by Putnam County Personnel Department. The position works a 35-hour work week and 85% of time is dedicated to this contract. 15% will be funded by alternate sources.

CAC Program Director (Match) Program Director: coordinates direct services and supervises direct service staff and office manager, does budget and amendment negotiation as well as payment work and PMT work, while also providing direct services to clients as needed. Coordinates and participates in multi-disciplinary team and victim service coalitions and crisis response teams.

CAC Office Manager (Match) Office Manager: provides direct services as well as supervision to volunteers new direct service staff, while also assisting with collecting and assembling PMT data. Assists with coordination of the multidisciplinary team and attends team meetings. Also attends relevant trainings and professional development, as well as receiving supervision themselves.

Volunteer (Match): Volunteers assist with case management which includes providing direct services to clients as well as assisting with community outreach and entering cases in our database. Volunteer match is based on \$25.00 per hour x 15 hours per week x 44 weeks.

PERSONAL SERVICES NARRATIVE - FRINGE

The fringe benefit rate for this project is currently based on the current rate for 2023- 2024 contract year. We will claim less than the budgeted amount (24.06%) through 2024 and will update when we have the 2025 budget.

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET - CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Putnam Northern Westchester Women's Resource Center	\$129,439.80	\$0.00	0%	\$0.00	\$129,439.80
Total	\$129,439.80	\$0.00	0%	\$0.00	\$129,439.80

CONTRACTUAL NARRATIVE

CAC will renew the contract with PNWWRC to designate 2 full-time clinicians (one being bilingual) to the CAC. Responsibilities will include assessing trauma, providing evidence-supported, standardized, trauma focused mental health services for CAC clients. They may also assist with the forensic interviews and will attend monthly case reviews and relevant meetings to provide client updates and education for team members.

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – TRAVEL

TRAVEL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Staff and Team Training	\$16,777.04	\$0.00	0%	\$0.00	\$16,777.04
2. Staff Travel	\$500.00	\$0.00	0%	\$0.00	\$500.00
Total	\$17,277.04	\$0.00	0%	\$0.00	\$17,277.04

TRAVEL NARRATIVE

Funds will be used to send project staff and team members to various training courses approved by OVS. Such trainings include the OVS conference, National Children's Advocacy Center trainings, NCA approved Forensic Interview training and other relevant conferences. Funds will also cover mileage reimbursement for required travel to carry out responsibilities related to this project. This includes mileage reimbursement to attend local meetings and off-site visits as well as out of county travel associated with approved trainings.

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – OPERATING EXPENSES

OPERATING EXPENSES TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Cell Phones	\$2,000.00	\$0.00	0%	\$0.00	\$2,000.00
2. Vehicle Maintenance	\$2,100.00	\$0.00	0%	\$0.00	\$2,100.00
3. Office Supplies	\$500.00	\$0.00	0%	\$0.00	\$500.00
4. Program Supplies	\$500.00	\$0.00	0%	\$0.00	\$500.00
Total	\$5,100.00	\$0.00	0%	\$0.00	\$5,100.00

OPERATING EXPENSES NARRATIVE
<p>Cell Phones: Cell phones will be provided to 5 positions proposed in this application (2 victim advocates, 2 mental health providers, program coordinator) to carry out their job responsibilities. The budgeted amount is based on annual county rate of \$400.00 per phone = \$2,000</p> <p>Office Supplies: (\$500) Funds will be used to purchase supplies specific to this project such as pens, paper, printing supplies, and other items needed to carry out job responsibilities. Prorated using Method 4.</p> <p>Program Supplies: (\$500) Funds will be used to purchase program supplies for this project such as therapy supplies, materials for clients and other items needed to meet the needs of our program. Prorated using Method 4.</p> <p>Vehicle Expenses \$2,100 Ongoing vehicle expenses include insurance (\$200 per year), maintenance (\$700/vehicle), Gas (\$4.00 gal x 300 gallons = \$1,200.00). Expenses will not be prorated because this vehicle is used exclusively to provide direct services.</p>

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: FY22 Victim Assistance
CONTRACTOR NAME: PUTNAM COUNTY OF
CONTRACT PERIOD NUMBER: 3
CONTRACT PERIOD: From: 10/01/2024
To: 09/30/2025

Problem Statement The CAC provides services to child victims of sexual abuse, physical abuse, domestic violence, human trafficking and DUI/DWI cases encompassing several priority funding categories. To provide comprehensive services to meet the needs of child victims and achieve the goals in our strategic plan, the Center hopes to maintain funding for two full-time victim advocates, a forensic interviewer/outreach worker and increase our mental health services capacity through a subcontract with the Putnam/Northern Westchester Women s Resource Center (PNWRRRC) for two full-time clinicians. Since our last OVS contract, CAC staff provided over 17,000 services to new and existing clients. These impressive numbers illustrate the complex needs of our population. The time following a disclosure is difficult as families are thrown into a state of crisis. A child s disclosure is the beginning of a long and complicated process involving Child Protective Services (CPS), law enforcement, the judicial system, medical care, psychosocial intervention, and most importantly, a victim advocate to provide case management. Since the start of the pandemic, increased numbers of CAC clients needing imminent psychiatric evaluations and assessments for suicidal ideation resulted in more intensive case management. To ensure positive outcomes for our victims, continued funding for two full-time CAC victim advocates is essential.

Having a licensed clinician assigned to the CAC to provide trauma assessments and treatment at the outset of the investigation has led to a 42% increase in clients following through with therapy. In 2021, the CAC therapist provided 172 therapy sessions for clients, a 30 % increase since 2019! However, scheduling restraints make it difficult for the therapist to attend forensic interviews which often conflict with therapy sessions. The clinician also provides back up for the forensic interviewer. Last year the therapist conducted 25% of forensic interviews resulting in clients being referred to alternate therapists and placed on long waiting lists. Furthermore, in 2020 the CAC conducted a community needs assessment to examine the strengths and needs of our county and how the CAC s services fit in. An overarching trend found that access to mental health care is significantly lower than the state average, emphasizing the need to increase capacity to provide trauma informed evidence based mental health services through contracting for an additional full-time bilingual clinician.

OVS currently funds one forensic interviewer who also serves as the CAC s community outreach worker. Forensic interviews facilitate information gathering from children to determine whether abuse occurred and the nature of the allegations. This specialized field requires continual training, practice and participation in peer review. The CAC s previous model when multidisciplinary team members (MDT) conducted interviews blurred professional roles. Team members did not have the time and resources to meet the demands required of a forensic interviewer. The continuation of a forensic interviewer/outreach worker at the CAC allows for skill specialization and enhances our ability to obtain a statement from a child in a manner that is a child-sensitive, unbiased, developmentally and culturally appropriate and legally sound. The skills acquired as a forensic interviewer also benefit our outreach efforts to identify crime victims. Research shows disclosures increase when children participate in prevention programs. The recent enactment of Erin s Law, mandating sexual abuse prevention education in schools, will likely increase program requests resulting in increased disclosures and case referrals. Also, adult education and awareness programs are crucial to identify risk factors and encourage increased reporting. To continue these important activities, we are requesting continued funding for our outreach worker.

Proposed services, Implementation and Evaluation The CAC services children and their family members. In 2021, the CAC updated its three-year strategic plan which is the framework for this application. Plan goals include: increase program capacity to improve the delivery of services to clients, explore options for immediate and long-term succession and program sustainability, provide a trauma informed team response utilizing best practices that are

supportive to victims and family members, and prevent child abuse through community outreach, education and awareness. The CAC receives referrals from child protective services, law enforcement, probation and the district attorney's office. The forensic interviewer (FI) will be the point person for these referrals. This will ensure all disciplines are notified in a timely manner, recognizing that the minutes after the initial outcry of a child victim is the optimum time to conduct investigative tasks for the purpose of gleaning the most detailed information (Johnson, 2009). Once the interview is scheduled, the victim advocate will reach out to the families to explain the process and prepare them for their upcoming visit. At the CAC, the FI will facilitate the pre/post team meetings with the family as defined in the protocol and ensure that the client satisfaction survey is completed: Pre-Meeting: Team members meet with relevant caretakers prior to conducting forensic interviews to gain background information, explain each member's role and share what to expect during their visit. Post Check-In: The team will reconvene to review results of the interview and identify next steps in the investigation, follow-up and prosecution. Team members will conduct a joint meeting with the child and non-offending caretaker to answer questions, explain next steps and assess their emotional and physical safety prior to departure. Families will be provided with the opportunity to give feedback through our evaluation survey. Currently these meetings and surveys occur inconsistently depending on the team members assigned to the case. Having a staff member assume this responsibility will ensure greater compliance. The information gathered will provide valuable insight to review cases for team issues that may be causing delays in the team's ability to respond immediately, which is an important evaluation technique for CACs (Johnson, 2009). The FI will prepare the agenda for case review which requires expertise in the dynamics of child abuse and victim services as well as knowledge of current cases to achieve concrete case planning results. Case review meetings include representatives from all MDT disciplines. While the main goal is to coordinate information and decision-making about cases at different stages of the investigation and track case dispositions, it also provides an opportunity for members to: offer valuable information regarding victim's needs, identify high risk cases needing further outreach by a victim advocate and address potential duplication of services. Creating a trauma informed organization and addressing vicarious trauma in staff is a priority. Vicarious trauma is an occupational challenge for the fields of victim services. A vicarious trauma-informed organization recognizes these challenges and proactively addresses the impact of vicarious trauma through policies, procedures, practices, and programs (Office of Victims of Crime, OJP, n.d.). As per NCA accreditation standards, the CAC should maintain practices in identifying vicarious trauma as well as strategies for building resiliency in workers to reduce employee burnout and improve employee retention, The requested staff positions are key components to alleviating vicarious trauma by keeping caseloads manageable and maintaining a high functioning workforce. The victim advocates and the forensic interviewer/outreach worker will work under the program director to ensure client's needs are addressed and prevent victims from falling through the cracks in the system through direct case management and supervision. While the MDT concept maximizes the efficiency of each discipline in the criminal justice system, the advocates need to be adept in all areas so they can educate clients about criminal court, family court, protective orders, the medical component, the emotional dynamics specific to victimization, as well as community resources. It is vital to maintain our two current victim advocate positions, responsible for the following services: Crisis assessment and intervention, risk assessment and safety planning and support at all stages of involvement with CAC. Assess individual needs, cultural considerations for child/family and ensure those needs are addressed. Participate in case review to communicate the unique needs of the child and family. Educate clients about the system response. Provide updates to the family on case status, continuances, dispositions, sentencing, and offender release. Provide court education/support/accompaniment. Educate and provide access to victims' rights and compensation. Secure transportation to interviews, court, treatment, medical appointments as it relates to the crime. Provide case management. Provide referrals for trauma focused evidence-supported mental health and specialized medical treatment. A critical responsibility of the victim advocate is to support the victim and family members at all levels. The victim advocate joins the CPS worker and law enforcement investigator on home visits to provide a comprehensive and integrated response to domestic violence and child abuse cases. The advocate's presence relieves police, CPS workers and prosecutors from having to provide support for the victims during the investigation and prosecution. The advocate's role as a liaison between the family and the team maximizes the efficiency of each discipline: allowing each professional to concentrate on his/her area of expertise resulting in increased case prosecution and disposition. Research shows that people with greater social supports, like those provided by a victim advocate, adjust better to life changes than do those experiencing the same events but with little support (Edelson & Schechter, 1995). Edelson and Schechter's study indicates that in cases of child abuse when the non-offending caretaker was paired with an advocate, more than 50% of these caretakers cooperated fully with law enforcement enabling a more comprehensive investigation. A holistic trauma informed approach will be integrated into client services. Through a contract with PNWRRC, we hope to increase capacity and add a full-time bilingual mental health provider to assist in providing specialized trauma

focused mental health services. This includes crisis intervention, trauma-specific assessment, use of standardized measures, family engagement, individualized evidence-informed treatment appropriate for the clients, referral to community services as needed and clinical supervision. It is well documented that children who have experienced trauma are at greater risk for developing behavioral problems, truancy, drug and alcohol abuse and violence. Without treatment, post-traumatic stress reactions can persist into adulthood. Family members are often key to the child's recovery and ongoing protection. Their mental health is important in their capacity to support the child. Counseling for caregivers may focus on support and coping strategies, education about the dynamics of abuse, dealing with issues of self-blame and grief, as well as parenting education. Siblings will be included in the overall family assessment. Empirically based resource tools will be used to assess the impact of trauma on the victims and non-offending family members, as well as to assess treatment needs for the child and family. One such modality, Eye Movement Desensitization and Reprocessing therapy (EMDR), helps trauma survivors re-process disturbing thoughts and memories through an eight-phase treatment that includes the use of eye movements. EMDR has been found to provide stable and profound treatment effects in a short period of time. To further illustrate the CAC's commitment to implementing evidence-based practices, the CAC provides Trauma Focused Cognitive Behavioral Therapy (TF-CBT). This modality is an evidence-based treatment for children and adolescents impacted by trauma and their caregivers that incorporates trauma-sensitive interventions with cognitive behavioral, family, and humanistic principles and techniques (National Child Traumatic Stress Network, n.d.). Evidenced based practices are also a focus for our outreach and awareness initiatives. The CAC offers the Monique Burr Foundation for Children (MBF) Prevention Education Programs. These are comprehensive, research-based, primary prevention programs that educate and empower students, school personnel, and caregivers with information and universal Safety Rules as well as strategies to identify, resist and report all types of victimization. The outreach worker will partner with schools to resume and expand this initiative. This includes responding to on-site disclosures of abuse and assisting with appropriate referrals. The outreach worker will also provide community public awareness presentations and enhance outreach to identify crime victims through social media platforms. The position will assist in recruiting volunteers and student interns and collaborate with other community organizations to support CAC clients. The addition of a part-time forensic interviewer this past contract period enhanced our ability to obtain a statement from a child in a manner that is: child-sensitive, unbiased, developmentally and culturally appropriate, and legally sound. All interviews at the CAC are recorded, providing a permanent evidentiary record of exactly what occurred with the child during the interview. This specialized field requires continual training, practice and participation in peer review. Forensic interviewers also need to have a strong understanding of child development, the dynamics of abuse, the disclosure process, suggestibility, and be culturally competent. The new clinician will also be trained as a forensic interviewer to provide back-up and peer support for other interviewers. When responding to allegations of child abuse, we know that there is a limited window of opportunity, and it is imperative that we coordinate the team response immediately to assess safety. As Detective Mike Johnson points out, the investigative window of opportunity is the precious minutes that occur either during or immediately after the initial outcry of a child victim of sexual abuse. Windows of opportunity are not contingent upon caseloads, schedules or notification procedures. When the child is ready to be protected, the child protection team must be ready to respond (Johnson, 2009). Having both the forensic interviewer and program coordinator for back-up will help ensure 24/7 coverage. The forensic interviewer's primary goal will be to provide a safe and supportive environment for child victims to speak about their abuse and assist the child in the healing process. The CAC forensic interviewer will: Conduct and/or observe the interview when appropriate. Assess client needs and assist with appropriate referrals. Provide crisis intervention and counseling. Participate in team meetings and monthly case review meetings. Participate in peer reviews for MDT members. Attend relevant training. Maintain required documentation. Provide information and assist with OVS compensation claims when indicated. All staff assigned to this project will maintain appropriate documentation of services required by the Office of Victim Services and input the data into the CAC's computer tracking system. This includes every service type and contact made with clients. Reports are generated quarterly. The program director will supervise and review advocates work and conduct written performance evaluations to assess and enhance the quality-of-service delivery. The CAC program director will monitor quarterly reports and performance measures which will also be reviewed by the CAC Management Advisory Board to ensure that the CAC is on target and operating according to grant specifications and meeting goals and objectives. The CAC of Putnam County participates in New York's Outcome Measurement System (OMS) for CAC's. OMS is a client-centered approach to planning and assessing program performance. This important process involves a series of surveys to assess client's experience and satisfaction. There are four satisfaction surveys administered: two for clients and two for staff and MDT members. The first is the client initial visit survey to assesses the client's primary visit. It covers interactions with staff, information provided, services received and future expectations. Follow-up surveys are given when

clients continue with more extensive intervention and case management. The general team and case-specific surveys are for staff and MDT members to measure team effectiveness and the level of support and collaboration provided by the CAC. Additionally, the case specific survey allows the CAC to monitor the effectiveness of the CAC model relative to a specific case. All surveys are confidential and are tallied every six months. Results, along with the performance measures outlined below, are reviewed with staff and the Management Advisory Board to address areas of concern, gaps in service provision, and to develop a corrective action plan if indicated. Goal #1: Increase program capacity to improve the delivery of services to child abuse victims and their families from the initial disclosure through case disposition to reduce trauma experienced as a result of the crime. Objective: Continue to assign a victim advocate on 100% of cases seen at the center. Performance Measure: CAC office manager will track in our data base cases opened by a victim advocate versus total cases received at the CAC.

Time Frame: 10/1/22 9/30/23 Objective: Increase the number of clients who complete and submit a victim compensation application to ensure compensation for all innocent victims for out-of-pocket losses associated with the crime.

Performance Measure: Victim advocates will track in our data base; the number of OVS compensation applications submitted and compare it to the number of applications submitted during our last contract period.

Time Frame: 10/1/22 9/30/23 Objective: Provide services that are satisfactory (scoring above 80% on our Outcome Measurement System Survey) to at least 90% of clients seen at the CAC.

Performance Measure: Satisfaction will be measured through a series of client surveys described in this proposal titled Outcome Measurement System (OMS). Scores will be entered and calculated in Excel provided as part of the evaluation system.

Time Frame: 10/1/22 9/30/23 Objective: Increase the number of cases by a minimum of 10% that included a pre and post team meeting when there is an MDT forensic interview.

Performance Measure: The program coordinator will track in our data base, the number of pre and post team meetings on each case with a forensic interview and compare it to the number of such services during our last contract period.

Time Frame: 10/1/22-9/30/23 Goal #2: To promote healing to victims of trauma and their non-offending caretakers. Objective: Increase the number of clients who receive a trauma assessment and therapeutic needs screening by a CAC clinician by a minimum of 25%

Performance Measure: The assigned clinician will submit a completed evidence-based screening assessment form for all clients referred, which will be entered into our data base for tracking and adequate documentation.

Time Frame: 10/1/22 9/30/23 Objective: Increase the number of children referred for specialized medical evaluations with a trained forensic pediatrician on site by a minimum of 10% to ensure the child victim s comprehensive health and well-being.

Performance Measure: Referrals made and medical evaluations completed will be tracked in our data base and compared with number of referrals and medicals received in the previous year.

Time Frame: 10/1/22 9/30/23 Objective: Increase number of counseling sessions provided to our clients by 25%.

Performance Measure: The assigned clinician will track all counseling services in the CAC data base for tracking and adequate documentation and compare the number to the number seen in the previous year.

Time Frame: 10/1/22 9/30/23 Objective: 100% of clients seen at the CAC will be offered crisis intervention and support services within 24 hours of being referred to the CAC by a CAC Victim Advocate. Performance Measure: Staff will continue to document all services provided to clients. The number of crisis intervention and emotional support services will be compared with the number and date of opened cases to ensure immediate and ongoing support.

Time Frame: 10/1/22 9/30/23 Goal #3: To foster a trauma informed organization where all practices and services are viewed through the lens of trauma and all staff respond empathically to survivor needs, ensuring their physical and emotional safety, avoiding re-traumatization. Objective: Monitor current practices based on agency needs assessment conducted in 2021 and identify steps to become more trauma informed

Performance Measure: The program director will review the summary report and status update of the needs assessment and provide recommendations for improvement.

Time Frame: 10/1/22 -4 /30/23 Objective: Though training and professional development, new CAC staff and team members will gain a better understanding of the impact of trauma.

Performance Measure: Pre and post tests will determine knowledge gained about trauma. Time Frame: 5/1/2022-7/31/2023 Objective: Review and update policies and procedures that foster trauma informed service delivery and include a process to monitor progress

and strategies for sustainability. Performance Measure: The program director will continue to facilitate a work group consisting of staff and team members to check progress on implementation every six months which will be documented and presented to the Management Advisory Board. Time Frame: 8/1/2022 -9/30/2023

Goal #4: To ensure all child abuse victims in Putnam County are identified and referred to appropriate resources in the community. Objective: Through a 25% increase in outreach and awareness activities, there will be a 10% increase in child abuse cases identified and referred to the CAC program.

Performance Measure: All cases will be tracked in the CAC data base and total number of referrals will be compared to previous contract period. Time Frame: 10/1/22 9/30/23

Objective: Through implementation of Child Safety Matters program and related trainings, participants will increase knowledge on how and why to report allegations of abuse to appropriate authorities

Performance Measure: Pre and post tests will determine knowledge gained and steps to take in response to a child abuse disclosure. Time Frame: 10/1/22 9/30/23

Organizational Capacity

The CAC of Putnam County serves abused children (newborn 18 years) and their families who reside in Putnam County. Located 65 miles north of Manhattan, between Westchester and Dutchess counties, Putnam is a small suburban county that sits in the middle of the Lower Hudson Valley Region (reported as the fastest growing region in New York), bordered by Connecticut on the East and the Hudson River on the West. Putnam is characterized by its semi-rural development pattern. It is comprised of six towns and no cities. Small hamlets and village centers dot the landscape in a scattered settlement pattern. The CAC of Putnam County is located at 121 Main Street in the Village of Brewster. This location is ideal, walking distance from the Metro North train station, a taxi stand and a bus stop and within 10 miles of all four law enforcement agencies, child protective services, the district attorney's office, and the County Court House. Many CAC clients benefit from services provided by Community Action Program, an anti-poverty program dedicated to serving the residents of Putnam County housed in the same building as the CAC. While most of Putnam's population is Caucasian, the Latina population is rising dramatically and currently makes up 25% of the CAC's caseload. The CAC is committed to providing a coordinated response to child abuse allegations with sensitivity, understanding, and compassion, regardless of race, gender, gender identity, language, religion, sexual orientation, ability, or any other cultural descriptors. The services provided at the CAC are offered at no cost to families, so every family can receive access to high quality services and care. The CAC is a government-based program of the Putnam County Department of Social Services (DSS) that ensures appropriate legal and fiduciary governance of the CAC. The day-to-day operations and overall management of the CAC is the responsibility of Marla Behler, the program director. Ms. Behler, who holds a master's degree in social work, has been in her position since the CAC's inception. She has grown the program from one part-time position to nine positions and from an initial caseload of 45 to approximately 250 cases annually. Since opening, the CAC has assisted over 4,500 crime victims and their families. Under Ms. Behler's 23 years of leadership, in addition to developing and implementing a Victim Advocacy Program with OVS funding since 2003, the CAC of Putnam County has:

Initiated a Computer Forensic Program. Created and coordinated a Child Fatality Review Team. Established a protocol to address the overlapping conditions of domestic violence and child abuse. Received accreditation from the National Children's Alliance five times. Achieved the highest level of approval for CACs from NY OCFS. Developed and implemented a diverse array of crime prevention and education programs. Developed a Safe Harbour program to respond to commercial child sexual exploitation (CSEC) and human trafficking. Developed and facilitated the Putnam County Suicide Prevention Task Force. The CAC director works closely with the Management Advisory Board which includes the Commissioner of the Department of Social Services/Mental Health/Youth Bureau, the Putnam County Executive, the District Attorney of Putnam County, the Sheriff of Putnam County, the Executive Director of PNWWRC, and other key agency representatives. The Advisory Board meets quarterly to ensure that the CAC is operating according to grant specifications and meeting milestones. In addition to the Management Advisory Board, key agencies have identified individuals to be members of the Multidisciplinary Child Abuse Investigative Team (MDT). Additionally, the CAC of Putnam County has developed a relationship and partnered with the US Attorney's Office and Homeland Security to assist in the federal prosecution of child abuse cases. Team members co-located at the CAC include: Three full-time child protective service workers, a full-time child therapist (through a contract with PNWWRC), a forensic interviewer/community outreach worker, two full-time victim advocates (one bilingual), a part-time office manager, a full-time program director. In a field where there is constant turnover and staff burnout, most staff members at the CAC are seasoned (10-20 years) demonstrating a true commitment to the work. This passion is evident in our clients' feedback which is positively related to the support personified by our advocates. As one mother of a victim wrote: Thank you from the bottom of my heart for your concern, support

and time. You have gone above and beyond. When something as horrific as what happened to me has occurred, it is a blessing to meet someone like you. It is a reminder of good and kindness in the world. The victim advocates currently assigned to the project will continue as employees of Putnam County Department of Social Services under the supervision of the program director. Ms. McIntyre- Nalbene, our bilingual senior victim advocate started at the CAC in 2000. Ms. Ross was reappointed as a CAC victim advocate in 2021, after leaving the position in 2019 to coordinate our Safe Harbour program. Both CAC advocates are seasoned professionals with a unique set of skills and expertise to meet the demands of this position and have positive working relationships in the community. Marissa Henderson, our forensic interviewer/outreach worker joined the CAC in November 2021. With a degree in public health and criminology, Marissa has quickly proven to be a great asset to our program. As a program of the Putnam County DSS, the CAC is under direct supervision of the Commissioner who has been a driving force for integrated and collaborative services since his original appointment in 1994. The department has demonstrated its ability to manage a grant of this type and size by its continued success. The CAC has been awarded multiple grants by New York State Office of Children and Family Services, a program development grant, training grant and eleven program support grants from the National Children's Alliance (NCA), as well as five grants and several contract extensions by New York State Office of Victim Services dating back to 2003. In 2021, the CAC was reaccredited, for the fifth time, by the National Children's Alliance (NCA), meeting all ten standards without any recommendations for improvement. This confirms the commitment to providing what is considered Best Practices for abused children on a national level. The CAC director participated in NCA's Accreditation Revision Project to ensure that the standards take into consideration the most current evidence-based practices. The program director's appointment to the Cultural Diversity and Victim Services & Advocacy Standard Committee is a testament to the CAC's reputation for delivering culturally relevant quality victim services to our clients. The CAC model is a collaborative effort to assist victims by bringing together representatives from local government and private agencies to coordinate and streamline services for child victims. In addition, CAC staff participate in community and professional groups at local, state, and national levels. The CAC is an active member of the Putnam County Runaway Youth Coalition, the Putnam/Northern Westchester BOCES Regional Crisis Team and Regional Suicide Safety in Schools Leadership Team and the CAC program director co-chairs the Putnam County Suicide Prevention Task Force with the executive director of the Putnam County Mental Health Association. CAC victim advocates and forensic interviewers participate in regional, state and national Peer Support Groups that collaborate with other CAC professionals to address current trends and strategies impacting the field and promote best practices to improve services for child abuse victims. There are two other victim service programs (PNWWRC and the Putnam County DA's Office) in our geographic catchment area. Both agencies are members of our MDT and Management Advisory Board. While the CAC is the only agency that focuses exclusively on child victims, it works closely with these other agencies to guarantee non-duplication of services and provide wrap around services. This coordinated approach ensures that all victim needs are being met and that cases are covered in the event of scheduling conflicts (i.e., if a CAC advocate is not able to attend a court proceeding, then arrangements are made to have an alternate support person from PNWWRC). The CAC also contracts with PNWWRC to provide specialized trauma focused mental health services with current OVS funding. Subcontracting for specialized positions is more cost effective. Additionally, the County does not have the expertise and training to provide the clinical supervision and support required for this position. Serving Putnam County for more than 30 years, PNWWRC has the resources and expertise to provide the supervision and oversight required ensuring the highest level of support for the CAC mental health provider, forensic interviewer and prevention outreach worker. The CAC engages the community by recruiting volunteers and student interns to assist with all program components. In particular, the CAC of Putnam County is an approved field placement site for students seeking a master's degree in Social Work. Under the supervision of the CAC program director, student interns act as victim advocates providing direct services and case management. The CAC program director will be responsible for the direct supervision of the program, grant reporting and data collection. The Putnam County Department of Social Services will handle all funds disbursement and fiscal responsibilities through their Fiscal Department under the supervision of the Commissioner, Michael J. Piazza Jr., as is the procedure for all current CAC funding sources.

Budget Narrative Personal Services

CAC Senior

Bilingual Victim Advocate: Funding requested is for a full-time senior bilingual victim advocate to provide direct services to clients and assist with training and supervision of the victim advocate, student interns and volunteers. Salary is based on position title and grade determined by the Putnam County Personnel Department. Cost of living increase effective January 1, 2023, is based on county approved budget. Position works a 35-hour work week and 100% of time is dedicated to this contract. CAC Victim Advocate: Funding requested is for full-time victim advocate to provide direct services to clients. Salary is based on position title and grade determined by the Putnam

County Personnel Department. Cost of living increase effective January 1, 2023, is based on county approved budget. Position works a 35-hour work week and 100% of time is dedicated to this project. Forensic Interviewer/Community Outreach Worker: Funding is for a full-time Forensic Interviewer/Community Outreach Worker to coordinate and conduct forensic interviews, facilitate monthly case review meetings with team members, facilitate forensic interviewing peer review meetings, oversee outreach initiatives to educate and identify crime victims. Salary is determined by Putnam County Personnel Department. Position works a 35-hour work week and 90% of time is dedicated to this contract. 10% will be funded by alternate sources. Volunteer: Volunteers assist with case management which includes providing direct services to clients as well as assisting with community outreach and entering cases in our data base. Volunteer match is based on \$25.00 per hour x 15 hours per week x 44 weeks. The fringe benefit rate for this project is currently budgeted based on the projected 2022 - 2023 Putnam County approved fringe benefit rate of 46.33%. Funding is being requested to cover 100 % fringe for the victim advocate, senior bilingual advocate, program coordinator and 90% for the forensic interviewer/prevention outreach worker assigned to this project. Contractual Services: (\$115,190) CAC will contract with the Putnam/Northern Westchester Women s Resource Center to designate 2 full-time clinicians (1 being bilingual) to the CAC. Responsibilities will include assessing trauma on CAC clients and provide evidence-supported, standardized, trauma-focused mental health services for the child victim. They may also assist with the forensic interviews and will attend monthly case review meetings to provide client updates and education for team members regarding the impact of trauma. Positions will be contracted as: Full Time Clinician: \$50,000 + 22% fringe rate. Travel: (\$12,065.41) Funds will be used to send project staff to various trainings approved by OVS. Such trainings include the OVS conference, National Children's Advocacy Center trainings, NCA approved Forensic Interview training and other relevant conferences. Funds will also cover mileage reimbursement for required travel to carry out responsibilities related to this project. Budgeted amount is an estimate to support costs associated with attendance at training activities such as: Bivona Summit on Child Abuse in Rochester, NY: Lodging = \$104.00 per night x 2 = \$208, Meals- \$59.00 x 2 = \$118, Parking- \$32.80, Mileage- 654 x .535 = \$349.89 = grand total of \$1625.38 for 2 staff members. Crimes Against Children's Conference in Dallas, Texas: Lodging - \$139.00 x 4 = \$556, Meals- \$61 x 4 = \$244, Airfare- \$480.00, airport transportation- 109 miles x .535 = \$58.32 long-term parking - \$20.00 x 5 = \$100, transportation from Dallas airport to hotel = \$50.00 round trip = grand total of 1,488.32 x 2 = \$2,976.64 for two members. NYSCA Annual Meeting in Saratoga, NY: lodging- \$124.00 x 2 = \$248, Meals \$64 x 2 = \$128, Mileage- 282 x .535 = \$150.87= grand total of \$1053.74 for two team members National Children's Advocacy Center's International Symposium on Child Abuse, Huntsville, Alabama: Lodging- \$98.00 x 4 = \$392, Airfare= \$760.00, Mileage: 106 x .535 = \$56.71. Meals- \$51.00 x 4= \$204, Parking= \$30 x 4 = \$120.00 = grand total of \$1,532.71. The Child Advocacy Training & Support (CATS) Center s Multidisciplinary Team (MDT) Learning Community, Portland Maine: 6 team MDT members have been selected to participate in a 12-month learning collaborative to improve trauma informed services for child victims. The initial learning session will be held October 26 - 28 in Portland, Maine: Lodging 159.00 x 3 + 9% tax for six participants = \$3,119.58 and parking and tolls = \$182.00, Meals \$38.00 per day x 3 days x 6 participants = \$684.00. Total cost for MDT training = \$3,985.58 Balance of funds will be used to cover cost for OVS Annual conference and mileage reimbursement for staff to meet with clients off-site and attend professional meetings specific to their direct work with clients. The current county rate for mileage reimbursement is .62.5 per mile x 800 = \$593.87 Equipment: \$11,500 Computer System and software for project staff. Budgeted amount will be used to purchase 3 laptops at 1,900 each (2 for new project staff and 1 for existing victim advocate) = \$3,800 Furniture: \$5,800: Two chairs for therapy room, office chair for staff member and cabinet for video recording equipment. Operating Expenses: \$7,674 Cell Phones: Cell phones will be provided to the 5 positions proposed in this application (2 victim advocates, 2 mental health providers, forensic interviewer/outreach worker) to carry out their job responsibilities. The budgeted amount is based on current annual county rate of \$436.00 per phone = \$2,180 Office and Program Supplies: (\$2,329) Funds will be used to purchase supplies specific to this project such as pens, paper, printing supplies, therapy supplies, and other items needed to carry out job responsibilities. Budgeted amount is based on funds spent in previous budget year. Vehicle Expenses (\$2,479) Ongoing vehicle expenses include insurance (\$200 per year), maintenance (\$700/vehicle), Gas (\$4.50 gal = \$1,579 per year). Criminal Background Checks (\$686) to meet OVS requirements

**ATTACHMENT C – WORK PLAN
DETAIL**

Objective
1 Assistance with a victim compensation application -
Task
1.1 Providing assistance in completing a victim compensation application - Your program will provide assistance in completing victim compensation applications when applicable
Performance Measures
1.1.1 "Will you be providing compensation application assistance to victims? " -

#65

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

APPROVAL – BUDGETARY AMENDMENT (25A010) – DEPARTMENT OF SOCIAL SERVICES – PUTNAM COUNTY’S CODE BLUE ALLOCATION

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (25A010) to amend the 2025 Social Services budget to include Putnam County’s Code Blue allocation received from the Office of Temporary & Disabilities Assistance (OTDA) for the reimbursement of essential, additional costs that are directly related to the requirements of the Code Blue regulation to provide shelter during inclement weather; and

WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

10120000 54646 10130	Contracts	10,863
10120000 54989 10130	Miscellaneous	<u>16,131</u>
		26,994

Increase Revenue:

10120000 436101 10130	Admin. Social Services	26,994
------------------------------	-------------------------------	---------------

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

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

cc: all
Health
A+A

Rc50

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 – 25A010**
DATE: February 4, 2025

2025 FEB -5 AM 11:03
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

GENERAL FUND

INCREASE APPROPRIATIONS:

10120000 54646 10130	CONTRACTS	\$ 10,863.00
10120000 54989 10130	MISCELLANEOUS	\$ 16,131.00
		<u>\$ 26,994.00</u>

INCREASE REVENUE:

10120000 436101 10130	ADM SOCIAL SERVICES	26,994.00
		<u>\$ 26,994.00</u>

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

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

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner




DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

February 3, 2025

TO: Michael Lewis, Commissioner of Finance

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

SUBJECT: DSS 2025 Budgetary Amendment

Your approval is requested to amend the 2025 DSS budget to include Putnam's Code Blue allocation received from the Office of Temporary and Disability Assistance (OTDA) for the reimbursement of essential, additional costs that are directly related to the requirements of the Code Blue regulation to provide shelter during inclement weather.

Increase Estimated Revenue:

10120000	SS PROGRAM ADMN OVHD	
436101	ADM SOCIAL SERVICES	\$26,994
10130	WARMING SHELTERS	
	Total Estimated Revenues	\$26,994


Increase Appropriations:

10120000	SS PROGRAM ADMN OVHD	
54646	CONTRACTS	\$10,863
54989	MISCELLANEOUS	\$16,131
10130	WARMING SHELTERS	
	Total Appropriations	\$26,994
	Fiscal Impact (25)	- 0 -
	Fiscal Impact (26)	- 0 -

Thank you for your time and consideration of this request.

Attachments:

- CODE BLUE ALLOCATION FISCAL ANALYSIS
- 24-LCM-13 CODE BLUE ALLOCATIONS

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

DEPARTMENT OF SOCIAL SERVICES
 CODE BLUE ALLOCATION FISCAL ANALYSIS
 10/01/2024-06/30/2025

	24/25 CODE BLUE PLAN	MUNIS BUDGET	BUDGETARY AMENDMENT
51093 OVERTIME	2,000	2,000	-
54646 CONTRACTS	171,893	161,030	10,863
54989 MISCELLANEOUS	39,396	23,265	16,131
58001 STATE RETIREMENT	357	357	-
58002 SOCIAL SECURITY	153	153	-
58004 WORKERS COMPENSATION	23	23	-
	<u>213,822</u>	<u>186,828</u>	<u>26,994</u>



Office of Temporary and Disability Assistance

KATHY HOCHUL Governor
BARBARA C. GUINN Commissioner
RAJNI CHAWLA Executive Deputy Commissioner

Local Commissioners Memorandum

Section 1

Table with 2 columns: Field (Transmittal, To, Issuing Division/Office, Date, Subject, Contact Person(s), Attachments) and Value (24-LCM-13, Social Services District Commissioners, Division of Housing and Refugee Services, October 11, 2024, Code Blue Allocations, Heather Diamond; (518) 473-3262; heather.diamond@otda.ny.gov, Code Blue Attachment 1 - Funding Allocations, Code Blue Attachment 2 - Claiming Instructions, Code Blue Attachment 3 - Code Blue Annual Report)

Section 2

I. Purpose

This Local Commissioners Memorandum informs social services districts (districts) of their Code Blue Allocations and Code Blue reporting and monitoring requirements. The SFY 2024-25 New York State Budget appropriated \$20 million for district costs related to implementing emergency measures for the homeless during inclement winter weather (Code Blue). This funding is to be allocated to districts according to a methodology developed by the Office of Temporary and Disability Assistance (OTDA) and approved by the Division of Budget. This LCM provides those allocations, which are based on approved 2023-24 Code Blue plans, reporting, and historical district claiming.

II. Background

Per 18 NYCRR § 304.1, a Code Blue alert must be called when temperatures are expected to fall below 32°F with wind chill for at least two consecutive hours, based on the local forecast issued by the National Weather Service (http://forecast.weather.gov/) for the city, town or village within the district that is known to have the largest population of unsheltered homeless persons. When possible, the decision to declare a Code Blue alert should be made by 5:00 p.m. each day. The Code Blue should remain in effect until the temperature rises above 32°F with wind chill, but at least until 7:00 a.m. the next morning.

Code Blue reimbursement is for essential, additional costs that are directly related to the requirements of the Code Blue regulation to provide shelter during inclement weather. Only essential expenditures for services not previously funded prior to the regulations that are directly related to the regulation will be eligible for reimbursement.

Types of costs that are ineligible, include but are not limited to:

- The share of costs for items that are likely to be used outside of Code Blue periods, including cell phones, tablets, and office supplies. User fees for such items should only encompass the Code Blue period.
- Capital expenses including building modifications and repairs, unless specifically necessary for the provision of Code Blue Services. To the extent possible, these costs should be allocated to Code Blue periods and depreciated over the reasonable life of the asset.
- Costs incurred by local government entities as part of their normal scope of duties, such as police patrols and welfare checks.
- Fringe benefit costs that would otherwise be incurred by the district.
- Administrative overhead expenses for service providers that are not directly related to the Code Blue program.

If the costs associated with the regulation are eligible for reimbursement under the guidelines associated with Public Assistance, they should be claimed as Public Assistance on the appropriate claim schedules.

Program Cycle

Reimbursement for expenditures related to activities in compliance with the regulation will be made available to districts. The program cycle's operational dates for activities undertaken to comply with this regulation are October 1 – June 30. Expenses should be based on what will be incurred for one program cycle.

Districts are expected to assist households in need within their own district. If a district must utilize shelter beds or motel beds in another district, it is expected that the district will provide transportation for households in need of shelter and will advise the neighboring district as to each person who is being placed in a shelter bed or motel bed in that neighboring district when the placement is made. If the household being placed in a neighboring district subsequently wishes to apply for Temporary Assistance or other available public benefits, it will be the responsibility of the placing district to process the application and provide transportation back to the county of origin if needed.

III. Program Implications

Reimbursement for Code Blue expenses is available up to the stated allocations. Final allocations may be adjusted within the appropriated funding limit. Expenditures must be claimed through the RF17 claim package for special projects per the Claiming Instructions outlined in Attachment 2.

IV. Claiming

The Code Blue Program Year has been changed to end June 30, 2025 to better align with the seasonality of the program. Claims for the 2024-2025 program year must be submitted by August 15th, 2025. Please see Attachment 2 for updated claiming instructions.

V. Monitoring

Districts and/or their subcontractors are required to provide OTDA access to program records during the program year as requested. Code Blue programs may be monitored by OTDA at least annually and may include onsite visits. The goal of monitoring is to ensure compliance with the Code Blue regulation. In addition, monitoring enables OTDA to provide technical assistance and to assist the district and/or community partners to meet the overall intent of Code Blue programming. It is the responsibility of the district to monitor all subcontracts.

VI. Reporting

Districts must report annually how many people were served, what services were provided, and the related expenses incurred through April. The Code Blue Annual Report (Attachment 3) must be submitted to OTDA by August 15, 2025.

Districts are strongly encouraged to track Code Blue placements through a Homeless Management Information System (HMIS) or other electronic system that conforms to HMIS data standards promulgated by HUD.

Questions may be directed to Heather Diamond at heather.diamond@otda.ny.gov or by telephone at (518) 473-3262.

Issued By:

Name: Richard Umholtz

Title: Deputy Commissioner

Division/Office: Housing and Refugee Services (HRS)



**Office of Temporary
and Disability Assistance**

KATHY HOCHUL
Governor

BARBARA C. GUINN
Commissioner

RAJNI CHAWLA
Executive Deputy Commissioner

Code Blue

Funding Allocations

Attachment 1

Local Social Services District	Allocation
Albany	\$915,000
Allegany	\$274,000
Broome	\$848,796
Cattaraugus	\$414,000
Cayuga	\$191,169
Chautauqua	\$443,000
Chemung	\$356,807
Chenango	\$218,325
Clinton	\$307,555
Columbia	\$323,077
Cortland	\$323,648
Delaware	\$5,000
Dutchess	\$392,600
Erie	\$645,000
Essex	\$34,000
Franklin	\$60,000
Fulton	\$134,725
Genesee	\$23,579
Greene	\$24,000
Hamilton	\$1,000
Herkimer	\$132,430
Jefferson	\$414,311
Lewis	\$144,465
Livingston	\$300,000
Madison	\$32,000
Monroe	\$1,401,000
Montgomery	\$442,000
Nassau	\$527,995
New York City	\$430,567
Niagara	\$157,000

Local Social Services District	Allocation
Oneida	\$622,405
Onondaga	\$361,535
Ontario	\$62,000
Orange	\$386,000
Orleans	\$115,500
Oswego	\$126,893
Otsego	\$350,700
Putnam	\$213,822
Rensselaer	\$85,000
Rockland	\$470,402
Saratoga	\$426,000
Schenectady	\$601,300
Schoharie	\$421,026
Schuyler	\$179,000
Seneca	\$17,000
St. Lawrence	\$261,000
Steuben	\$435,000
Suffolk	\$330,750
Sullivan	\$267,291
Tioga	\$5,000
Tompkins	\$2,000,000
Ulster	\$966,000
Warren	\$353,000
Washington	\$386,281
Wayne	\$39,032
Westchester	\$460,014
Wyoming	\$10,000
Yates	\$131,000
TOTALS	\$20,000,000



Office of Temporary and Disability Assistance

KATHY HOCHUL
Governor

BARBARA C. GUINN
Commissioner

RAJNI CHAWLA
Executive Deputy Commissioner

Homelessness During Inclement Weather (Code Blue) Claiming Instructions

The expenditures for the adopted Regulation (§ 304.1 of 18 NYCRR) – Emergency Measures for the Homeless During Inclement Weather project should be claimed through the RF17 claim package for special project claiming. These costs are first identified as F17 functional costs and reported on the LDSS-923 “Cost Allocation Schedule of Payments Administrative Expenses Other Than Salaries” and the LDSS-2347 Schedule D “DSS Administrative Expenses Allocation and Distribution by Function and Program” in the F17 column in the RF2A claim package. After final accepting the RF2A claim package, the individual project costs should also be reported under the project label **Code Blue SFY2025** on the LDSS-4975A “RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs.”

Salaries, fringe benefits, staff counts, and central services costs are directly entered on the LDSS-4975A “RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs” while overhead costs are automatically brought over from the RF2A, Schedule D and distributed based upon the proportion of the number of staff assigned to this project. Employees not working all their time on **Code Blue SFY2025** must maintain time studies to support the salary and fringe benefit costs allocated to the program.

Non-salary administrative costs are reported with the appropriate object of expense code(s) on the LDSS-923B Summary-Administrative (page 1) “Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs.”

Program costs should be reported as object of expense code 37 - Special Project Program Expense on the LDSS-923B Summary-Program (page 2) “Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs.”

Total project costs should be reported on the LDSS-4975 “Monthly Statement of Special Project Claims Federal and State Aid (RF-17),” as 100% State Share excluding central services costs which are local share.

For each district, the expenditures reported for **Code Blue SFY2025** will be reimbursed by the State up to the amount of the district’s allocation.

To receive reimbursement, claims for expenditures of **Code Blue SFY2025** for the period October 1, 2024 through June 30, 2025 must be final accepted in the Automated Claiming System (ACS) by August 15, 2025.

Further instructions for completing time studies; LDSS-923, LDSS-923B and Schedule D; and RF17 claim package are found in Chapters 4, 7, and 18 respectively of the Fiscal Reference Manual (FRM) Volume 3. The FRMs are available on-line at <http://otda.state.ny.net/bfdm/finance/>.

Any claiming questions should be directed to:

Regions 1-5: Justin Gross (518) 474-7549 Fax: (518) 486-6350

e-mail: otda.sm.field_ops.i-iv@otda.ny.gov

Region 6: Michael Simon (212) 961-8250

e-mail: Michael.Simon@otda.ny.gov

Annual Report Instructions

1. Data should be deduplicated.
2. Data utilized in the Annual Report should be from October 2024 to June 2025.
3. HMIS data should be utilized to complete the Annual Report where possible.

Annual Report Definitions

Shelter - Short-term housing accompanied by support services in which those being housed do not have a lease. This includes short-term housing provided in a shelter built specifically for this purpose, or in other short-term housing paid for by the social services district or not-for-profit agency.

Shelter Overflow - Additional space in an existing, certified shelter that is used when the regular space is full. This space is normally not utilized. Example: cots placed in a conference room when all regularly used space is full.

Warming Center - A Warming Center (alternately Warming Station) is a heated, staffed, short-term overnight facility where individuals can be housed. Warming Centers typically operate when the temperature drops below 32 degrees with windchill (Code Blue). Please note a Warming Center is NOT a shelter.

Code Blue Annual Report

District:
Report Term: Oct. 2024 - June 2025

Code Blue Hotel/Motel Placements					
Household with at least one adult and one child		Households without children		Households with only children	
Number of Households	Number of People	Number of Households	Number of People	Number of Households	Number of People

Total Households	Total People
0	0

Warming Centers	Number Served
Persons served in Warming Centers	

Code Blue Shelter Placements					
Household with at least one adult and one child		Households without children		Households with only children	
Number of Households	Number of People	Number of Households	Number of People	Number of Households	Number of People

Total Households	Total People
0	0

Code Blue Shelter Overflow/Other Setting Placements	Number Served
Persons Served in Code Blue Shelter Overflow/Other Setting Placements	

HMIS	Yes/No
Are Code Blue hotel/motel placements in HMIS?	
Are warming center(s) in HMIS?	
Are Code Blue shelter overflow/other settings in HMIS	

Narrative (explain any data outliers or extraordinary circumstances):

Expense Type	Expense
1. Salary	
2. Fringe	
3. Contractual Costs	
4. Staff Travel	
5. Equipment	
6. Supplies	
7. Hotel/Shelter Per Diem	
8. Client Transportation	

9. Other

Total Expenses

\$

Expenses Continued

Yes/No

Are all expenses incurred for the season included in the expenses listed above?

Narrative (explain any data outliers or extraordinary circumstances):

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#65

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

APPROVAL – BUDGETARY AMENDMENT (25A011) – DEPARTMENT OF SOCIAL SERVICES – PUTNAM COUNTY’S ADMINISTRATION FOR COMMUNITY LIVING – AMERICAN RESCUE PLAN ACT ADULT PROTECTIVE SERVICES GRANT ALLOCATION

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (25A011) to amend the 2025 Social Services budget to include Putnam County’s Administration for Community Living – American Rescue Plan Act (ARPA) Adult Protective Services Grant allocation; and

WHEREAS, said grant allocation is provided by the Office of Children & Family Services (OCFS) for the purpose of providing resources to enhance, improve, and expand adult protective services’ (APS) ability to investigate allegations of abuse, neglect, and exploitation; and

WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

10102000 52130 10169	Computer Equipment	8,750
10102000 54989 10169	Miscellaneous	<u>6,587</u>
		15,337

Increase Revenue:

10102000 446101 10169	Admin. Social Services	15,337
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**2025 Fiscal Impact – 0 –
2026 Fiscal Impact – 0 –**

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

cc:all
Health
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 – 25A011**
DATE: February 4, 2025

2025 FEB -5 AM 11:03
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

GENERAL FUND

INCREASE APPROPRIATIONS:

10102000 52130 10169	COMPUTER EQUIPMENT	\$ 8,750.00
10102000 54989 10169	MISCELLANEOUS	\$ 6,587.00
		<u>\$ 15,337.00</u>

INCREASE REVENUE:

10102000 446101 10169	ADM SOCIAL SERVICES	15,337.00
		<u>\$ 15,337.00</u>

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

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

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner




DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

February 3, 2025

TO: Michael Lewis, Commissioner of Finance

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

SUBJECT: DSS 2025 Budgetary Amendment

Your approval is requested to amend the 2025 DSS budget to include Putnam's **Administration for Community Living – American Rescue Plan Act Adult Protective Services Grant** allocation provided by the Office of Children and Family Services (OCFS) for the purpose of providing resources to enhance, improve, and expand adult protective services' (APS) ability to investigate allegations of abuse, neglect, and exploitation.

Increase Estimated Revenue:

10102000	SS PROGRAM ADMN SVCS	
446101	ADM SOCIAL SERVICES	\$15,337
10169	ADULT PROTECTIVE SERVICES GRANT	
	Total Estimated Revenues	\$15,337

Increase Appropriations:

10102000	SS PROGRAM ADMN SVCS	
52130	COMPUTER EQUIPMENT	\$8,750
54989	MISCELLANEOUS	\$6,587
10169	ADULT PROTECTIVE SERVICES GRANT	
	Total Appropriations	\$15,337

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

Thank you for your time and consideration of this request.

Attachments:

24-OCFS-LCM-28 Administration for Community Living – American Rescue Plan Act Adult Protective Services Grant Final Allocation and Elder Justice Act – Adult Protective Services Grant Allocation

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



Office of Children and Family Services

Kathy Hochul
Governor

52 WASHINGTON STREET
RENSELAER, NY 12144

DaMia Harris-Madden, Ed.D., MBA, M.S.
Commissioner

Local Commissioners Memorandum

Transmittal:	24-OCFS-LCM-28
To:	Local Departments of Social Services Commissioners Services Directors Adult Protective Supervisors
Issuing Division/Office:	Division of Child Welfare and Community Services Division of Administration
Date:	January 6, 2025
Subject:	Administration for Community Living – American Rescue Plan Act Adult Protective Services Grant Final Allocation and Elder Justice Act – Adult Protective Services Grant Allocation
Contact Person(s):	See section VI.
Attachments:	Attachment A: LDSS/District Allocation Amounts Attachment B: Large Purchase Request for Expenditure Exceeding \$5,000 Attachment C: Federal and State Recognized Tribes in New York State and County of Residence Attachment D-1: ARPA Annual Program Report Template and Instructions Attachment D-2: EJA Annual Program Report Template and Instructions Attachment E: Attachment For U.S. Administration for Community Living Grants APS Attachment F: Attachment For U.S. Administration for Community Living Grants EJA

I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to advise local departments of social services (LDSSs) of the availability of federal funds through the American Rescue Plan Act (ARPA) of 2021: Grants to Enhance Adult Protective Services administered by the Administration for Community Living (ACL) and the Elder Justice Act (EJA) – Adult Protective Services Grant. Federal funds in the amount of \$2,293,979 are available to LDSSs for use from October 1, 2024, through June 30, 2025. This LCM provides information on each LDSS allocation (Attachment A), how the funds can be used, and annual reporting and claiming requirements.

allocation = 16,411
2024 claim = 1074
15,337 remaining for 11/1/25 - 6/30/25

II. Background

These funds were made available to states to provide resources to enhance, improve, and expand adult protective services' (APS) ability to investigate allegations of abuse, neglect, and exploitation. The New York State Office of Children and Family Services (OCFS) surveyed the LDSSs to ascertain the needs and services of vulnerable adults in their county as well as their staff's needs. The survey identified the following needs and services: the need for additional/temporary staff; additional personal

protective equipment; the use of telehealth services; and tangible services for clients, such as rental assistance, transportation, and food and meal delivery.

III. Program Implications

LDSSs can only use the funds for the allowable expenditures noted below. LDSSs must not use their allocation to supplant any New York State (NYS) APS funds, and the funds can only be used to supplement existing state and LDSS APS resources. OCFS reserves the right to reallocate any unspent funds from an LDSS to other LDSSs that have claims that exceed their allocations.

The funds can only be used for the following purposes:

- Establishing or enhancing the availability for elder shelters and other emergency, short-term housing and accompanying wraparound services for APS clients.
- Establishing, expanding or enhancing statewide and local-level elder justice networks to remove bureaucratic obstacles and improve coordination across the many state and local agencies interacting with APS clients who have experienced abuse, neglect, or exploitation.
- Working with tribal APS efforts, such as conducting demonstrations on state-tribal APS partnerships to better serve tribal elders who experience abuse, neglect, and exploitation; partnering with tribes within the state to include tribal elder abuse data in the state's National Adult Maltreatment Reporting System (NAMRS); and undertaking demonstrations to better understand elder abuse experienced by tribal individuals living in non-tribal communities and served by state APS programs.
- Improving or enhancing existing APS processes for receiving reports, conducting intakes and investigations, planning/providing for services, making case determinations, documenting and closing cases, and continuous quality improvement.
- Improving and supporting remote work, such as the purchase of communications and technology hardware, software, or infrastructure to provide adult protective services such as
 - laptops,
 - smartphones,
 - electronic tablets,
 - Wi-Fi hotspots, and
 - software to facilitate secure video conferencing and virtual meetings.
- Improving data collection and reporting at the caseworker, local, and state levels in a manner that is consistent with NAMRS.
- Costs associated with establishing new or improving existing processes for responding to alleged scams and frauds.
- Costs associated with community outreach.
- Costs associated with providing goods and services to APS clients.
- Acquiring personal protective equipment and supplies.
- Paying for extended hours/overtime for staff, hiring temporary staff, and associated personnel costs.
- Training costs.
- Costs associated with assisting APS clients to secure the least restrictive option for emergency or alternative housing, and with obtaining, providing, or coordinating with care transitions as appropriate; these funds can be used to temporarily assist an APS client in securing housing services with a Family-Type Home for Adults.

Any prospective equipment purchases of \$5,000 or more **per unit** must receive **prior** approval from OCFS per 45 CFR 75.320(a)(2).¹ Equipment refers to tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that

¹ 45 CFR 75.439(b)(2).

equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes or \$5,000. Each LDSS is required to submit Attachment B to OCFS for any proposed equipment purchase costing \$5,000 per unit or more.

When submitting equipment purchase requests using Attachment B, the following information is required:

- Identification of and cost of purchase.
- Purpose and intended use of the proposed purchase.
- Market research completed (i.e., obtaining bids, assessment of lease vs. purchase).
- Efforts to adhere to recommended requirements of the "Buy American Act," which requires federal agencies to procure domestic products and materials when consistent with public interest and reasonable costs (<https://www.gao.gov/products/105519>).

OCFS will review the purchase request within three business days after receipt of the completed Attachment B. OCFS will respond to the LDSS in writing with an approval or disapproval as soon as a decision is made. Once OCFS prior approval is received, LDSSs should then follow their own procurement policies.

Additionally, LDSSs with New York State or federally recognized tribes residing within the LDSS jurisdiction must work collaboratively with the tribes to provide support to those individuals aged 60 or older who have an APS need. A list of tribes and their respective LDSS jurisdiction is in Attachment C.

IV. Annual Reporting Requirements

LDSSs awarded funding need to submit an annual programmatic report that details how the funds were used in accordance with the federal requirements and what challenges and successes they encountered in using the funds. A template and instructions are provided in Attachments D-1 due August 10, 2025, and D-2 due February 10, 2025. Completed programmatic reports must be emailed to Julie Kelleher at Julie.Kelleher@ocfs.ny.gov.

V. Claiming Requirements

There is \$2,293,979 in federal funds available for the expenditures described in this LCM.

Claims for these funds must be submitted as described below.

- The EJA 2024-25 project is to be used only to reimburse expenditures from October 1, 2024, through November 30, 2024, and final accepted in the Automated Claiming System (ACS) by January 31, 2025.
- The Adult Protective ARPA 3 project is to be used only to reimburse expenditures from December 1, 2024, through June 30, 2025, and final accepted in the Automated Claiming System (ACS) by July 31, 2025.

Expenditures for both the Adult Protective Services Grant (ARPA 3) and Elder Justice Act 2024-25 projects should be claimed through the RF17 claim package for special project claiming. These costs are first identified on the RF2A claim package as F17 functional costs and reported in the F17 column on the LDSS-923, *Cost Allocation Schedule of Payments Administrative Expenses Other Than Salaries*, and the LDSS-2347, *Schedule D DSS Administrative Expenses Allocation and Distribution by Function*

and Program. After final acceptance of the RF2A claim package, the individual project costs are then reported under the project label Adult Protective ARPA Final on the LDSS-4975A, RF17 Worksheet, *Distribution of Allocated Costs to Other Reimbursable Programs*.

Salaries, fringe benefits, staff counts, and central services costs are directly entered on the RF17 Worksheet while overhead costs are automatically brought over from the RF-2A, Schedule D, and distributed based upon the proportion of the number of staff assigned to this project. Employees not working all their time on this project must maintain time studies to support the salary and fringe benefit costs allocated to the program.

Non-salary administrative costs are reported with the appropriate object of expense code(s) on the LDSS-923B, Summary-Administrative (page 1), *Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs*. Program costs should be reported as object of expense code 37 - Special Project Program Expense on the LDSS-923B, Summary - Program (page 2), *Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs*.

Total project costs should be reported on the LDSS-4975, *Monthly Statement of Special Project Claims Federal and State Aid (RF-17)*, as 100% federal share. For each LDSS, the expenditures reported for the Adult Protective ARPA 2 will be reimbursed up to the amount of the LDSS's allocation.

Further instructions for completing time studies, the LDSS-923 and the Schedule D, and the RF17 claim package are found in Chapters 4, 7, and 18, respectively, of the *Fiscal Reference Manual (FRM)*, Volume 3. The FRM is available online at <http://otda.state.ny.net/bfdm/finance/>.

VI. Contacts

Questions pertaining to the reports may be directed to:

Julie Kelleher, Director, Bureau of Adult Services
518-402-1639
Julie.Kelleher@ocfs.ny.gov

Questions pertaining to the allocations may be directed to:

Shonna Clinton, Local Operations Manager, Bureau of Budget Management
(518) 474-1361
Shonna.Clinton@ocfs.ny.gov

Any ACS claiming questions should be directed to the OTDA Bureau of Financial Services by email or telephone:

Justin Gross (Regions I-V)
(518) 474-7549
otda.sm.Field_Ops.I-IV@otda.ny.gov

Michael Simon (Region VI)
(212) 961-8250
Michael.Simon@otda.ny.gov

/s/ Gail Geohagen-Pratt

Issued by:

Name: Gail Geohagen-Pratt

Title: Deputy Commissioner

Division/Office: Division of Child Welfare and Community Services

/s/ Sharon Devine

Issued by:

Name: Sharon Devine

Title: Deputy Commissioner

Division/Office: Division of Administration

**Attachment A:
LDSS/District Allocation Amounts**

LDSS/District	Adult Protective ARPA 3 Allocation	EJA 2024-25 Allocation	LDSS/District	Adult Protective ARPA 3 Allocation	EJA 2024-25 Allocation
Albany	\$14,401	\$3,513	Ontario	\$74,737	\$18,233
Allegany	\$1,196	\$292	Orange	\$29,895	\$7,293
Broome	\$31,428	\$7,667	Orleans	\$2,990	\$729
Cattaraugus	\$6,439	\$1,571	Oswego	\$11,465	\$2,797
Cayuga	\$23,918	\$5,835	Otsego	\$0	\$0
Chautauqua	\$29,896	\$7,293	Putnam	\$16,411	\$4,003
Chemung	\$44,248	\$10,795	Rensselaer	\$0	\$0
Chenango	\$13,998	\$3,415	Rockland	\$38,738	\$9,451
Clinton	\$17,938	\$4,376	Saratoga	\$16,475	\$4,019
Columbia	\$17,937	\$4,376	Schenectady	\$17,937	\$4,376
Cortland	\$0	\$0	Schoharie	\$20,942	\$5,109
Delaware	\$30,504	\$7,442	Schuyler	\$0	\$0
Dutchess	\$5,979	\$1,459	Seneca	\$5,640	\$1,376
Erie	\$74,738	\$18,233	St. Lawrence	\$9,353	\$2,282
Essex	\$0	\$0	St. Regis	\$0	\$0
Franklin	\$16,402	\$4,001	Steuben	\$104,632	\$25,526
Fulton	\$9,837	\$2,400	Suffolk	\$58,168	\$14,190
Genesee	\$8,969	\$2,188	Sullivan	\$0	\$0
Greene	\$2,674	\$652	Tioga	\$5,979	\$1,459
Hamilton	\$11,736	\$2,863	Tompkins	\$4,936	\$1,204
Herkimer	\$5,979	\$1,459	Ulster	\$5,471	\$1,335
Jefferson	\$0	\$0	Warren	\$0	\$0
Lewis	\$9,003	\$2,196	Washington	\$101,456	\$24,751
Livingston	\$0	\$0	Wayne	\$0	\$0
Madison	\$0	\$0	Westchester	\$78,000	\$19,029
Monroe	\$8,968	\$2,188	Wyoming	\$0	\$0
Montgomery	\$10,661	\$2,601	Yates	\$0	\$0
Nassau	\$40,903	\$9,979			
Niagara	\$0	\$0	NYC	\$597,793	\$145,837
Oneida	\$5,675	\$1,384			
Onondaga	\$199,653	\$48,707	Statewide Totals	Adult Protective ARPA 3 \$1,844,098	EJA 2024-25 \$449,884

**Attachment B:
Large Purchase Request for Expenditure Exceeding \$5,000 Form**

Email equipment requests costing \$5,000 or more per unit to Julie Kelleher at
Julie.Kelleher@ocfs.ny.gov

Date:	
Grantee Organization:	
Grantee Contact Name:	
Grantee Email:	
Grant Number:	
<p>Attach three cost estimates for the piece of equipment you requested and indicate which bid you are choosing.</p> <p>Cost estimates can be bids from vendors/dealerships or print outs of cost from sellers.</p>	
<p>Describe the purpose/intended use of the equipment and how the equipment will benefit the program.</p>	
<p>What percentage of the total cost of the equipment/supply will these grant funds cover? If other funding is available, please identify the source and amount.</p> <p>For instance, if the total cost of the item is \$10,000, and the grant program is responsible for \$5,000, and state/territory funds will be used for the remaining \$5,000, write 50% in this space. If grant funds will be used to for the full cost of the purchase, write 100% in this space.</p>	

<p>What is the estimated percentage of time the equipment will be used by the APS program?</p> <p>If this purchase is being shared with other programs, indicate the percentage of time that the program will use this item. For instance, if you're purchasing a vehicle partially with APS grant funds and partially with state/territory funds, and your program will only have access to the vehicle 50% of the time, write 50% in this space. If the APS program will have access to the purchase 100% of the time, write 100% in this space.</p>	
<p>Include an analysis of lease and purchase alternatives to determine which would be the most economical and practical procurement of the recipient and the federal government.</p>	
<p>Buy American Requirement: Attach information indicating the equipment is produced in the United States.</p>	

**Attachment C:
Federal and State Recognized Tribes in New York State and County of Residence**

Tribe	County of Residence
Cayuga Nation of Indians	Seneca, Cayuga
Oneida Indian Nation	Onondaga
St. Regis Mohawk Tribe	Franklin
Seneca Nation of Indians	Erie, Cattaraugus, Chautauqua
Tonawanda Band of Seneca	Genesee
Tuscarora Nation	Niagara
Unkechaug and Shinnecock Indian Nations	Suffolk

**ATTACHMENT D-1:
 ARPA Annual Program Report Template and Instructions
New York State ACL ARPA Grant Report**

REPORTING PERIOD: December 1, 2024- June 30, 2025 <u>DUE DATE: August 10, 2025</u>				
Name of Local Department of Social Services/District: Name and Title of Reporter:				
Strategy Selected:				
Overall Goal: List the Project Goal that was selected on page 2 of the LDSS attestation.				
Objectives/Activities Updated MM/DD/YY List the specific strategy selected on page 1 of the LDSS attestation that supports the goal noted above and the actual activity completed.	APS Process Model Topic Select the corresponding input/resource and stage of the case process.	Description of Accomplishments (Q1) List what was accomplished by implementing the strategy/activity. List any significant partners and their role in the activity.	Outputs (Q4) List services purchased, goods or staff acquired and total expenditure . List the number of APS clients who received the service or activity. List the number of those who were age 60 or older.	Description of Impact (Q3) Describe the impact the activity had on the goal. Are there measurable outcomes that can be included to support the impact? Have risks been decreased and safety increased?
Challenges, Barriers, Alterations (Q2): Describe what actions, if any challenges or barriers were encountered during the reporting period, were taken to address them, and if there were any changes to the goals, objectives, or activities because of the challenges.				

Instructions: The LDSS must complete and submit an Annual Program Performance Report for both ARPA (Attachment D-1) and EJA (Attachment D-2) funding to OCFS using the attached reporting forms.

EJA: LDSSs must submit the annual report (Attachment D-2) no later than February 10, 2025.

ARPA: LDSSs must submit the *annual* (Attachment D-1) report to OCFS no later than August 10, 2025.

The following charts provide examples of report completion, linking activities with stages in the APS process and definitions of services.

New York State ACL ARPA Grant Report EXAMPLE REPORTING PERIOD: December 1, 2024 – June 30, 2025				
Example 1: Overall Goal: Enhance provision of protective and residential services in the least restrictive manner that will effectively protect and support self-determination of vulnerable and dependent adults.				
Objectives/Activities Updated MM/DD/YY	APS Process Model/Topic	Description of Accomplishments(Q1)	Outputs (Q4)	Description of Impact (Q3)
Establish/enhance elder shelters or other emergency housing and wraparound services with the development of a new contract(s) for emergency shelter	Community and interagency partnerships	Local government approved several contractual agreements with local motels. Identification of three new emergency housing locations, spread out throughout the county, closer to shopping areas.	Current expenditures for emergency housing for this reporting period are \$30,600. Twelve clients have received this service, eight of whom are age 60 or older.	Twelve clients were removed from unsafe and unsanitary conditions to locations near their current neighborhoods where they could continue to use the same shopping areas and maintain existing social and professional relationships while long-term housing issues were addressed. Such placements allow for independence and dignity to remain intact.
Challenges, Barriers, Alterations (Q2): Describe what actions, if any challenges or barriers were encountered during the reporting period, were taken to address them, and if there were any changes to the goals, objectives, or activities because of the challenges.				
Example 2: Overall Goal: Improve/enhance identification and investigation of vulnerable adults who self-neglect or are abused, neglected, or exploited by others.				
Objectives/Activities Updated MM/DD/YY	APS Process Model/Topic	Description of Accomplishments(Q1)	Outputs (Q4)	Description of Impact (Q3)
Improve/support remote work through	Create new/enhance existing operational	Ten laptops with MiFi and 10 cell phones	Current equipment and contract	Initial and follow-up visits for all 40

<p>the purchase of laptops and cell phones for case workers.</p>	<p>supports.</p>	<p>were purchased for eight case workers and two supervisors.</p>	<p>expenditures total \$20,000. The equipment has been used for 10 months on 40 APS investigations/cases. Thirty of those cases involved clients age 60 or older.</p>	<p>cases were conducted and documented timely. Service availability is confirmed more expeditiously as this can be verified while in the field. Case notes are completed while in the field and are detailed, concise and timely.</p>
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Challenges, Barriers, Alterations (Q2): Describe what actions, if any challenges or barriers were encountered during the reporting period, were taken to address them, and if there were any changes to the goals, objectives, or activities because of the challenges.

**ATTACHMENT D-2:
EJA Annual Program Report Template and Instructions
New York State ACL EJA Grant Report**

EJA REPORTING PERIOD: October 1, 2024- November 30, 2025 <u>DUE DATE February 10, 2025</u>				
Name of Local Department of Social Services/District: Name and Title of Reporter:				
Strategy Selected:				
Overall Goal: List the Project Goal				
Objectives/Activities Updated MM/DD/YY List the specific strategy selected on page 1 of the LDSS attestation that supports the goal noted above and the actual activity completed.	APS Process Model Topic Select the corresponding input/resource and stage of the case process.	Description of Accomplishments (Q1) List what was accomplished by implementing the strategy/activity. List any significant partners and their role in the activity.	Outputs (Q4) List services purchased, goods or staff acquired and total expenditure . List the number of APS clients who received the service or activity. List the number of those who were age 60 or older.	Description of Impact (Q3) Describe the impact the activity had on the goal. Are there measurable outcomes that can be included to support the impact? Have risks been decreased and safety increased?
Challenges, Barriers, Alterations (Q2): Describe what actions, if any challenges or barriers were encountered during the reporting period, were taken to address them, and if there were any changes to the goals, objectives, or activities because of the challenges.				

<p align="center">Mapping to the APS Process Model and Annual Report</p> <p align="center"><i>The simplified map includes the sample activities ACL outlined in the Federal Register Notice.</i></p>				
Inputs/Resources	Intake	Investigation	Post-Investigation	Quality Assurance
<p>APS Staff</p> <ul style="list-style-type: none"> • Training/education • Personnel costs, including hazard pay • Travel for in-person investigations • Costs for PPE and supplies for in-person visits <p>Community/ Interagency Partnerships</p> <ul style="list-style-type: none"> • Public awareness and community outreach • Costs for and associated with establishing new or improving existing processes for responding to COVID-19 scams and frauds <p>Consult Support</p> <p>Create New/ Enhance Existing Operational Supports</p> <p>Purchase of equipment and associated technologies that will allow for secure remote work and enhance APS workers' ability to interview and investigate while they cannot physically visit during to COVID-19 crisis.</p> <p>Legal and Ethical processes</p>	<p>Screening and Assessment Tools</p> <p>Case Planning Tools</p> <p>Create New/ Enhance Reporting Systems</p> <ul style="list-style-type: none"> • Purchase of new or improvements to existing data systems and/or technology infrastructure related to reporting. 	<p>Assessment</p> <p>Interviews</p> <p>Collecting Physical Evidence</p> <p>Consult Support</p> <p>Determinations and Services Recommendations</p>	<p>Obtaining Client Agreement and Implementing Service Plan</p> <p>Referring Clients to Community Partners or Services:</p> <ul style="list-style-type: none"> • Purchasing goods and services • Purchase/provision of PPE for clients and/or expenses for COVID-related cleanup/sanitation services • Paying for the least restrictive option for emergency or alternative housing <p>Monitor Status of Victim and Services</p>	<p>Documentation of Investigation/ Services</p> <ul style="list-style-type: none"> • Purchase of new or improvements to existing data systems and/or technology infrastructure related to case management <p>Expand Data</p> <p>Capacity Customer</p> <p>Satisfaction</p> <p>Quality Assurance Review</p>

The following table contains existing service categories and definitions for a range of home- and community-based services. This list is provided to help track and report goods and services purchased/obtained for APS clients being served by COVID-19-related funding. Grantees are encouraged to use this table to facilitate analysis and reporting.

SERVICE NAME	SERVICE DEFINITION	UNIT NAME	UNIT DEFINITION
Assistive Technology /Durable Equipment	Durable medical equipment (chair lifts, wheelchairs, walkers, emergency response systems) or anything given to or lent on a short-term basis, including technology or equipment, such as tablet computers, cell phones, or other devices, for a client to use in their home to maintain safety, allow for socialization, and/or promote participation in activities from the older adult's home. Note: Please report any expenditures related to cell phone or internet <i>access plans</i> under Consumable Supplies	1) Expenditure 2) Units	Cost and quantity of items of assistance.
Care/Case Management Services	Development and implementation of a service plan to mobilize the formal and informal resources and services identified in the assessment to meet the client's needs. Includes the development and oversight of a plan to ensure the client's safety and well-being; developing a safety plan with a person's support network; referring and arranging support services; etc.	1) Expenditure 2) Hours	The cost and amount of time (measured in hours) to provide assistance.
Caregiver Support Services	Assistance to family and other informal caregivers to improve or sustain capacity for caring for the older adult or adult with disabilities. Includes counseling, support groups, training, respite, etc.	1) Expenditures 2) Units	The cost and number of units or sessions.
Community Day Services	Services or activities provided to adults who require care and supervision in a protective setting for part of a 24-hour day. Includes out-of-home supervision, health care, recreation and/or independent living skills training offered in centers commonly known as adult day, adult day health, senior centers, and disability day programs.	1) Expenditure 2) Hours	The cost and amount of time (measured in hours) to provide assistance.

**New York State ACL EJA Grant Report
EXAMPLE
REPORTING PERIOD: October 1, 2024 – November 30, 2025**

Example 1: Overall Goal: Enhance provision of protective and residential services in the least restrictive manner that will effectively protect and support self-determination of vulnerable and dependent adults.

Objectives/Activities Updated MM/DD/YY	APS Process ModelTopic	Description of Accomplishments(Q1)	Outputs (Q4)	Description of Impact (Q3)
Establish/enhance elder shelters or other emergency housing and wraparound services with the development of a new contract(s) for emergency shelter	Community and interagency partnerships	Local government approved several contractual agreements with local motels. Identification of three new emergency housing locations, spread out throughout the county, closer to shopping areas.	Current expenditures for emergency housing for this reporting period are \$30,600. Twelve clients have received this service, eight of whom are age 60 or older	Twelve clients were removed from unsafe and unsanitary conditions to locations near their current neighborhoods where they could continue to use the same shopping areas and maintain existing social and professional relationships while long-term housing issues were addressed. Such placements allow for independence and dignity to remain intact.

Challenges, Barriers, Alterations (Q2): Describe what if any challenges or barriers were encountered during the reporting period, what actions were taken to address them, and if there were any changes to the goals, objectives, or activities because of the challenges.

Example 2: Overall Goal: Improve/enhance identification and investigation of vulnerable adults who self-neglect or are abused, neglected, or exploited by others.

Objectives/Activities Updated MM/DD/YY	APS Process ModelTopic	Description of Accomplishments(Q1)	Outputs (Q4)	Description of Impact (Q3)
Improve/support remote work through	Create new/enhance existing operational	Ten laptops with MiFi and 10 cell phones	Current equipment and contract	Initial and follow-up visits for all 40

<p>the purchase of laptops and cell phones for case workers.</p>	<p>supports.</p>	<p>were purchased for eight case workers and two supervisors.</p>	<p>expenditures total \$20,000. The equipment has been used for 10 months on 40 APS investigations/cases. Thirty of those cases involved clients age 60 or older.</p>	<p>cases were conducted and documented timely. Service availability is confirmed more expeditiously as this can be verified while in the field. Case notes are completed while in the field and are detailed, concise and timely.</p>
<p>Challenges, Barriers, Alterations (Q2): Describe what actions, if any challenges or barriers were encountered during the reporting period, were taken to address them, and if there were any changes to the goals, objectives, or activities because of the challenges.</p>				

ATTACHMENT E: FOR U.S. ADMINISTRATION FOR COMMUNITY LIVING GRANTS APS

Title 45 U.S. Code of Federal Regulations Part 75 (45 CFR 75), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, section 354(a) states "all pass-through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, includes the changes in subsequent subaward identification."

(i)	Subrecipient Name	Attachment A
(ii)	Subrecipient's unique entity identifier	Local Social Service Districts
(iii)	Federal Award Identification Number (FAIN)	2301NYEJAP 2101NYAPC6
(iv)	Federal award date to the recipient by the HHS awarding agency	EJA: August 10, 2023 ARPA APS: August 1, 2021
(v)	Subaward period of performance start and end dates	EJA: October 1, 2024 – November 30, 2025 ARPA APS: December 1, 2024 – June 30, 2025
(vi)	Amount of federal funds obligated to the subrecipient by this action by the pass-through entity to the subrecipient	Attachment A
(vii)	Total amount of the federal funds obligated to the subrecipient by the pass-through entity including the current obligation	Attachment A
(viii)	Total amount of the award committed to the subrecipient by the pass-through entity	Attachment A
(ix)	Federal award project description	Elder Justice Act, section 2042(b) of title XX of the Social Security Act American Rescue Plan for Adult Protective Services under SSA Title XX Section 2042(b)
(x)	Name of the HHS awarding agency, pass-through entity and contact information for awarding official of the pass-through entity	Administration for Community Living: Shonna Clinton – (518) 474-2812 Shonna.Clinton@ocfs.ny.gov
(xi)	CFDA number and name	EJA: 93.698 - Elder Justice Act – Adult Protective Services ARPA APS: 93.747 – American Rescue Plan for Adult Protective Services under SSA Title XX Section 2042(b)
(xii)	Identification of whether the award is research and development (R&D)	N

(xiii) Indirect cost rate for the federal award (including if the de minimum rate is charged per section 75.414)	Please see uniform guidance 45 CFR 75.
--	--

ATTACHMENT F: FOR U.S. ADMINISTRATION FOR COMMUNITY LIVING GRANTS EJA

Title 45 U.S. Code of Federal Regulations Part 75 (45 CFR 75), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, section 354(a) states "all pass-through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, includes the changes in subsequent subaward identification."

(i)	Subrecipient Name	Attachment A
(ii)	Subrecipient's unique entity identifier	Local Social Service Districts
(iii)	Federal Award Identification Number (FAIN)	2301NYEJAP
(iv)	Federal award date to the recipient by the HHS awarding agency	April 1, 2023
(v)	Subaward period of performance start and end dates	October 1, 2024 – November 30, 2024
(vi)	Amount of federal funds obligated to the subrecipient by this action by the pass-through entity to the subrecipient	Attachment A
(vii)	Total amount of the federal funds obligated to the subrecipient by the pass-through entity including the current obligation	Attachment A
(viii)	Total amount of the award committed to the subrecipient by the pass-through entity	Attachment A
(ix)	Federal award project description	EJAP Adult Protective Services Formula Grants to States
(x)	Name of the HHS awarding agency, pass-through entity and contact information for awarding official of the pass-through entity	Administration for Community Living: Shonna Clinton – (518) 474-2812 Shonna.Clinton@ocfs.ny.gov
(xi)	CFDA number and name	93.698 – EJAP Adult Protective Services Formula Grants to States
(xii)	Identification of whether the award is research and development (R&D)	N
(xiii)	Indirect cost rate for the federal award (including if the de minimum rate is charged per section 75.414)	Please see uniform guidance 45 CFR 75

#6t

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

APPROVAL – BUDGETARY AMENDMENT (25A012) - DEPARTMENT OF SOCIAL SERVICES – AMEND 2025 MENTAL HEALTH BUDGET TO REFLECT ADJUSTED STATE AID LEVELS

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (25A012) to amend the 2025 Mental Health budget to reflect adjusted State Aid levels to be passed through to provider agencies in accordance with the most recent State Aid authorization from the NYS Office of Mental Health (OMH) dated 12/16/24; and

WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

10423000 54647	Sub Contractors	4,524
10028000 54647	Sub Contractors	4,296
10030000 54647	Sub Contractors	12,000
10431000 54646 10115	Contracts	725
10431000 54646 10120	Contracts	788
10431000 55646 10151	Chrgbk Contracts	4,225
10034000 54647	Sub Contractors	323,622
10036000 54647	Sub Contractors	3,068
10037000 54647	Sub Contractors	11,104
10039000 54647	Sub Contractors	1,552
10040000 54647	Sub Contractors	22,503
10041000 54647	Sub Contractors	782
10042000 54647	Sub Contractors	9,172
10043000 54647	Sub Contractors	7,123
10044000 54647	Sub Contractors	1,488
10046000 54647	Sub Contractors	220
10052000 54647	Sub Contractors	81,781
		<u>488,973</u>

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

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

Increase Revenue:

10423000 434865	Private OASAS St Aid Prev	4,524
10028000 434887	Council State Aid COLA	4,296
10030000 434884	Private OASAS St Local Asst	12,000
10431000 434981 10115	Mental Health St Aid	725
10431000 434981 10120	Mental Health St Aid	788
10431000 434981 10151	Mental Health St Aid	4,225
10034000 434903	Mental Health Aid Supported Housing	323,622
10036000 434951	CSS Sub Contract	3,068
10037000 434946	MH St Aid Adult Case Mg	11,104
10039000 434947	MH St Aid CF Case Mg	1,552
10040000 434981	Mental Health St Aid	22,503
10041000 434981	Mental Health St Aid	782
10042000 434981	Mental Health St Aid	9,172
10043000 434981	Mental Health St Aid	7,123
10044000 434981	Mental Health St Aid	1,488
10046000 434981	Mental Health St Aid	220
10052000 434981	Mental Health St Aid	<u>81,781</u>
		488,973

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

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

MICHAEL J. LEWIS
Commissioner of Finance



cc: all
Health
A+A

Reso

SHEILA BARRETT
First Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: **Budgetary Amendment –25A012**
DATE: February 4, 2025

2025 FEB -5 AM 10:57
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

GENERAL FUND

INCREASE APPROPRIATIONS:

10423000 54647	SUB CONTRACTORS	\$	4,524.00
10028000 54647	SUB CONTRACTORS	\$	4,296.00
10030000 54647	SUB CONTRACTORS	\$	12,000.00
10431000 54646 10115	CONTRACTS	\$	725.00
10431000 54646 10120	CONTRACTS	\$	788.00
10431000 55646 10151	CHRGBK CONTRACTS	\$	4,225.00
10034000 54647	SUB CONTRACTORS	\$	323,622.00
10036000 54647	SUB CONTRACTORS	\$	3,068.00
10037000 54647	SUB CONTRACTORS	\$	11,104.00
10039000 54647	SUB CONTRACTORS	\$	1,552.00
10040000 54647	SUB CONTRACTORS	\$	22,503.00
10041000 54647	SUB CONTRACTORS	\$	782.00
10042000 54647	SUB CONTRACTORS	\$	9,172.00
10043000 54647	SUB CONTRACTORS	\$	7,123.00
10044000 54647	SUB CONTRACTORS	\$	1,488.00
10046000 54647	SUB CONTRACTORS	\$	220.00
10052000 54647	SUB CONTRACTORS	\$	81,781.00
		\$	488,973.00

INCREASE REVENUE:

10423000 434865	PRIVATE OASAS ST AID PREV	\$ 4,524.00
10028000 434887	COUNCIL STATE AID COLA	\$ 4,296.00
10030000 434884	PRIVATEOASAS ST LOCAL ASST	\$ 12,000.00
10431000 434981 10115	MH ST AID	\$ 725.00
10431000 434981 10120	MH ST AID	\$ 788.00
10431000 434981 10151	MH ST AID	\$ 4,225.00
10034000 434903	MH ST AID SUPPORTED HOUSING	\$ 323,622.00
10036000 434951	CSS SUB CONTRACT	\$ 3,068.00
10037000 434946	MH ST AID ADULT CASE MG	\$ 11,104.00
10039000 434947	MH ST AID CF CASE MG	\$ 1,552.00
10040000 434981	MH ST AID	\$ 22,503.00
10041000 434981	MH ST AID	\$ 782.00
10042000 434981	MH ST AID	\$ 9,172.00
10043000 434981	MH ST AID	\$ 7,123.00
10044000 434981	MH ST AID	\$ 1,488.00
10046000 434981	MH ST AID	\$ 220.00
10052000 434981	MH ST AID	\$ 81,781.00
		<hr/>
		\$ 488,973.00

2025 Fiscal Impact \$ 0

2026 Fiscal Impact \$ 0

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

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner




DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

February 3, 2025

TO: Michael Lewis, Commissioner of Finance

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

SUBJECT: Mental Health 2025 Budgetary Amendment

Your approval is requested to amend the 2025 Mental Health budget to reflect adjusted State Aid levels to be passed through to provider agencies in accordance with the most recent State Aid authorization from the NYS Office of Mental Health (OMH) dated 12/16/24. Supporting documentation attached.

Increase Estimated Revenues:

10423000	MH SUBSTANCE ABUSE	
434865	PRIVATE OASAS ST AID PREV	\$4,524
10028000	MH ALCOHOLISM SVCS CNCL	
434887	COUNCIL STATE AID COLA	\$4,296
10030000	OASAS CONTRACTED SVCS	
434884	PRIVATE OASAS ST LOCAL ASST	\$12,000
10431000	MH LGU	
434981	MH ST AID	\$725
10115	CIT TRAINING	
10431000	MH LGU	
434981	MH ST AID	\$788
10120	RESPIRE SERVICES	
10431000	MH LGU	
434981	MH ST AID	\$4,225
10151	MH OASAS JAIL BASED SERVICES	
10034000	MH SUPPORTIVE HOUSING	
434903	MH ST AID SUPPORTED HOUSING	\$323,622
10036000	MH CSS SUB-CONTRACT	
434951	CSS SUB CONTRACT	\$3,068
10037000	MH INTV CASE MGMT	
434946	MH ST AID ADULT CASE MG	\$11,104
10039000	MH CHILDRENS CASE MGMT	
434947	MH ST AID CF CASE MG	\$1,552
10040000	MH REINVESTMENT	
434981	MH ST AID	\$22,503

10041000		CMHS COMM PERFORMANCE	
	434981	MH ST AID	\$782
10042000		CMHS C&F FAMILY SUPPORT SVCS	
	434981	MH ST AID	\$9,172
10043000		CMHS MNHL	
	434981	MH ST AID	\$7,123
10044000		CMHS ONGOING INTEGRATED EMPLM	
	434981	MH ST AID	\$1,488
10046000		CMHS KENDRAS LAW	
	434981	MH ST AID	\$220
10052000		CONTRACTED MH SVCS PROS	
	434981	MH ST AID	\$81,781
		Total Revenue	\$488,973

Increase Appropriations:

10423000		MH SUBSTANCE ABUSE	
	54647	SUB CONTRACTORS	\$4,524
10028000		MH ALCOHOLISM SVCS CNCL	
	54647	SUB CONTRACTORS	\$4,296
10030000		OASAS CONTRACTED SVCS	
	54647	SUB CONTRACTORS	\$12,000
10431000		MH LGU	
	54646	CONTRACTS	\$725
		10115	
		CIT TRAINING	
10431000		MH LGU	
	54646	CONTRACTS	\$788
		10120	
		RESPITE SERVICES	
10431000		MH LGU	
	55646	CHRGBK CONTRACTS	\$4,225
		10151	
		MH OASAS JAIL BASED SERVICES	
10034000		MH SUPPORTIVE HOUSING	
	54647	SUB CONTRACTORS	\$323,622
10036000		MH CSS SUB-CONTRACT	
	54647	SUB CONTRACTORS	\$3,068
10037000		MH INTV CASE MGMT	
	54647	SUB CONTRACTORS	\$11,104
10039000		MH CHILDRENS CASE MGMT	
	54647	SUB CONTRACTORS	\$1,552
10040000		MH REINVESTMENT	
	54647	SUB CONTRACTORS	\$22,503
10041000		CMHS COMM PERFORMANCE	
	54647	SUB CONTRACTORS	\$782
10042000		CMHS C&F FAMILY SUPPORT SVCS	
	54647	SUB CONTRACTORS	\$9,172
10043000		CMHS MNHL	
	54647	SUB CONTRACTORS	\$7,123
10044000		CMHS ONGOING INTEGRATED EMPLM	
	54647	SUB CONTRACTORS	\$1,488
10046000		CMHS KENDRAS LAW	
	54647	SUB CONTRACTORS	\$220
10052000		CONTRACTED MH SVCS PROS	
	54647	SUB CONTRACTORS	\$81,781

Total Appropriations

\$488,973

Fiscal Impact (25)

- 0 -

Fiscal Impact (26)

- 0 -

Thank you for your time and consideration of this request.

Attachments:

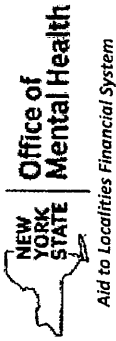
SUMMARY OF COUNTY BUDGET ACCOUNTS – OMH / OASAS

OMH Attachment A – Funding Source Allocation Table – Amendment 1

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

SUMMARY OF COUNTY BUDGET ACCOUNTS-OMH/HOASAS ADP CY 2025 - CONTRACT AGENCIES/PROJECTS

FC:	013S 10431000 10161 64646	013S 10423000 54647	013S 10028000 54647	013S 10030000 54647	142A 10431000 54646 10116	176A 10431000 54646 10120	078 10034000 54647	014 10036000 54647	034-J/670 10037000 54647	885/866S/34K/670K 10038000 54647	10039000 54647	200 10040000 54647	400 10041000 54647	046L 10042000 54647	142A 10043000 54647	037 10044000 54647	170B 10046000 54647	037P 10052000 54647	164 10051460 54647
ADOPTED/REVISED	115000	339482	158276	453628	25515	27740	2228621	108029	390986	82816	64696	792418	27524	322914	250801	62328	7700	89636	150000
AGENCY in accordance with state aid authorizations																			
Green Chim																			
PHC																			
ARC								81891				257974							
Careers										5853						18626			
SFC							2421359												
PYr liability 122P										875		10085				14817			
SH Workforce RIV FC 200C																20373			
MHA - Putnam								32586	10983	16388		133006		25894					
PFCS/COVE CARE		344006		365835				16820	319923			225093	11515	293949			7920	171417	
Family Support Nav.				99783															
Health Home FC 670/670K									71184		56248				257824				
PEOPLES																			
PYr liability 122P							99163			58885		188783							150000
NCA																			
Greater MH of NY																			
PYr liability 122P																			
PC-SHERIFF		119225																	
LGU					26240	26528							16791						
TBD																			
TOTALS	119225	344006	162572	465628	26240	26528	2552243	111097	402090	82012	56248	814921	28306	332086	257924	53816	7820	171417	150000
(OVER)/UNDER																			



Attachment A
Funding Source Allocation Table
 County Code: 40 County Name: Putnam
 Year: 2025 Amendment: 1 - 12/16/2024 10:47:56 AM

Print Date : 01/22/2025 12:19 PM
 Printed By : L6884KNW
 Page : 1 of 2

Funding Source	Code	Type	Final Annualized Value	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value	Annualized Value Changes	Fiscal Year Revised Annualized Value	Beds
Local Assistance	001A	GS	\$62,204	\$0	\$62,204	\$0	\$0	\$0	
Community Support Services	014	GS	\$114,736	\$0	\$114,736	\$0	\$0	\$0	
Adult Case Management & ACT	034J	GS	\$330,906	\$0	\$330,906	\$0	\$0	\$0	
Integrated Supp Emp	037	GS	\$53,816	\$0	\$53,816	\$0	\$0	\$0	
PROS State Aid	037P	GS	\$171,417	\$0	\$171,417	\$0	\$0	\$0	
Remarks									
One time funding of \$88,725 represents the total 2025 PROS Viability funding. The funding for each provider is: Putnam Family & Comm Ser MH \$88,725 to be recorded on Program Code 6340									
Effective 1/1/2025, PROS Residual State Aid and PROS Vocational Initiative funding recalculated based upon monthly census data reported in CAIRS. CY 2025 funding changes are : PFCS PROSper / CoveCare Center PROSper SA \$31,942 Voc \$50,750 to be reported on Program Code 6340.									
Effective 4/1/24 PROS Residual State Aid and PROS Vocational Initiative funding is being increased based upon the 2.84% COLA. CY 2024 increases are: PFCS PROSper/CoveCare Center PROSperSA \$737 Voc \$1172									
Dwyer Veteran P2P	038F	GS	\$197,864	\$0	\$197,864	\$0	\$0	\$0	
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 Prog for veterans. The provider should use the program code 0690 on all OMH financial reporting documents.									
Clinical Infrastructure-Adult	039P	GS	\$64,336	\$0	\$64,336	\$0	\$0	\$0	
CMHS Kids COVID Relief Funds	044C	F	\$0	\$0	\$0	\$0	\$0	\$0	
Clinical Infrastructure-C&F	046A	GS	\$80,128	\$0	\$80,128	\$0	\$0	\$0	
Community Support Programs-C&F	046L	GS	\$332,086	\$0	\$332,086	\$0	\$0	\$0	
Supported Housing	078	GS	\$2,552,243	\$0	\$2,552,243	\$0	\$0	\$0	78
Prior Year Liability	122P	GS	\$0	\$0	\$0	\$0	\$0	\$0	
Expanded Community Support Adult	142A	GS	\$284,164	\$0	\$284,164	\$0	\$0	\$0	



Attachment A
Funding Source Allocation Table
County Code: 40 County Name: Putnam
Year: 2025 Amendment: 1 - 12/16/2024 10:47:56 AM

Print Date : 01/22/2025 12:19 PM
 Printed By : L6884KNW
 Page : 2 of 2

Funding Source	Code	Type	Final Annualized Value	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value	Annualized Value Changes	Fiscal Year Revised Annualized Value	Beds
Suicide Prevention & Crisis Services	164	GS	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0
Trans. Mgmt. Kendra's	170B	GS	\$7,920	\$0	\$7,920	\$0	\$0	\$0	\$0
MGP Admin Kendra's	170C	GS	\$2,604	\$0	\$2,604	\$0	\$0	\$0	\$0
Article 28&31 Closure Re-Invest. (Adult)	175A	GS	\$28,528	\$0	\$28,528	\$0	\$0	\$0	\$0
Com. Reinvestment	200	GS	\$816,975	\$0	\$816,975	\$0	\$0	\$0	\$0
Supported Housing - Workforce RIV	200C	GS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commissioner's Perf.	400	GS	\$28,306	\$0	\$28,306	\$0	\$0	\$0	\$0
Health Home	570	GS	\$71,184	\$0	\$71,184	\$0	\$0	\$0	\$0
Kids Health Home Care Management	570K	GS	\$56,248	\$0	\$56,248	\$0	\$0	\$0	\$0
Funding Reduction/COLA	965	GS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personnel Services Enhancements	965S	GS	\$82,012	\$0	\$82,012	\$0	\$0	\$0	\$0

Remarks

An increase of \$1,698 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 \$566 and the full an value is \$2,264.

(-\$767Quarterly) made to MW calculation which represents 1/1/2024-12/31/2024 for an annualized Value of \$5496.

Quarterly allocation of \$1,374 for MW effective 1/1/2024, for a quarterly annualized value of \$1,374

Correction of -\$3,068 (-\$767Quarterly) made to MW calculation which represents 1/1/2024-12/31/2024 for an annualized Value of \$5496.

The SFY 23 Enacted Budget included funding for increases to minimum wage, effective 1/1/2024.

Grand Total: \$5,487,677 \$0 \$5,487,677 \$0 \$0 \$0

#64

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

APPROVAL – BUDGETARY AMENDMENT (25A013) – DEPARTMENT OF SOCIAL SERVICES – 2024-2025 NEW YORK STATE RENTAL SUPPLEMENT PROGRAM ALLOCATION

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (25A013) to amend the 2025 Social Services budget to include Putnam County's 2024-2025 New York State Rental Supplement Program allocation provided by the Office of Temporary & Disability Assistance (OTDA); and

WHEREAS, said allocation is for the purpose of providing vital rental assistance to individuals and families, regardless of immigration status, who are experiencing homelessness or are facing an imminent loss of housing; and

WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

10120000 54647 10198 Sub Contractors 39,018

Increase Revenue:

**10120000 436101 10198 Admin. Social Services 39,018
NYS Supplemental Program**

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

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

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance.

ALEXANDRA GORDON
Deputy Commissioner of Finance

cc: all
Health
ATA

Reso

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: Budgetary Amendment – 25A013
DATE: February 5, 2025

2025 FEB - 5 PM 3: 04
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

GENERAL FUND			
INCREASE APPROPRIATIONS:			
10120000 54647 10198	SUB CONTRACTORS		\$ 39,018.00
			\$ 39,018.00
INCREASE REVENUE:			
10120000 436101 10198	ADM SOCIAL SERVICES		39,018.00
			\$ 39,018.00
	<i>NY5 Supplemental Program</i>		
	2025 Fiscal Impact	\$ 0	
	2026 Fiscal Impact	\$ 0	

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

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner




DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

February 4, 2025

TO: Michael Lewis, Commissioner of Finance

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

SUBJECT: DSS 2025 Budgetary Amendment

Your approval is requested to amend the 2025 DSS budget to include Putnam's 2024-2025 New York State Rental Supplement Program allocation provided by the Office of Temporary and Disability Assistance (OTDA) for the purpose of providing vital rental assistance to individuals and families, regardless of immigration status, who are experiencing homelessness or are facing an imminent loss of housing.

Increase Estimated Revenue:

10120000	SS PROGRAM ADMN OVHD	
436101	ADM SOCIAL SERVICES	\$39,018
10198	NYS RENTAL SUPPLEMENT PROGRAM	
	Total Estimated Revenues	\$39,018

Increase Appropriations:


10120000	SS PROGRAM ADMN OVHD	
54647	SUB CONTRACTORS	\$39,018
10198	NYS RENTAL SUPPLEMENT PROGRAM	
	Total Appropriations	\$39,018

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

Thank you for your time and consideration of this request.

Attachments:

24-LCM-02 – 2024-2025 New York State Rental Supplement Program Allocations

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



Office of Temporary and Disability Assistance

KATHY HOCHUL
Governor

BARBARA C. GUINN
Acting Commissioner

Local Commissioners Memorandum

Section 1

Transmittal:	24-LCM-02
To:	Social Services District Commissioners
Issuing Division/Office:	Employment and Income Support Programs
Date:	February 15, 2024
Subject:	2024-2025 New York State Rental Supplement Program Allocations
Contact Person(s):	Temporary Assistance Bureau (518) 474-9344 tabureau@otda.ny.gov
Attachments:	<u>Attachment A – 2024-2025 Rental Supplement Program Allocations</u> <u>Attachment B – 2024-2025 Rental Supplement Program Plan</u> <u>Attachment C – Rental Supplement Program Claiming Instructions</u>

Section 2

I. Purpose

The New York State Fiscal Year 2023-2024 Budget appropriates \$100 million to provide rental supplements to individuals and families, both with and without children, who are experiencing homelessness or are facing an imminent loss of housing, regardless of immigration status. The purpose of this Local Commissioners Memorandum (LCM) is to notify social services districts (districts) of the option to participate in the New York State Rental Supplement Program (RSP) for the 2024-2025 program year. Additionally, this guidance provides the 2024-2025 RSP allocations and general program guidance. Districts choosing to participate in the RSP must submit a 2024-2025 Rental Supplement Program Plan (Attachment B) for approval which details the intended use of their allocation for the current program year, as well as an adjusted fair market rent chart for the new fiscal year.

II. Background

The RSP is a program established to provide vital rental assistance to individuals and families, regardless of immigration status, who are experiencing homelessness or are facing an imminent loss of housing. The RSP is available to eligible individuals and families both with and without children. Districts may choose to retain their allocation and use district mechanisms (e.g., direct administration or transfer of funds to county agencies) to operate this program, or may delegate the administration of this program, in full or in part, to another public agency, contractor or non-profit organization.

III. Program Implications

Allocation = 100,000
 April 24 - Dec 24 = 60,982
39,018 remaining for 1/1/25 - 3/31/25

A. Program Activities and Services

Districts choosing to participate in the 2024-2025 RSP **must** submit a Rental Supplement Program Plan (Attachment B) to OTDA for approval that provides details regarding the administration of their local program and the intended use of their allocation. Districts are encouraged to complete and return Attachment B to OTDA **as soon as possible, but no later than March 29, 2024**. RSP supplements shall be made available in accordance with district plans, provided however that certain minimum eligibility requirements are established as outlined in this LCM.

Supplements provided through the RSP will not be part of the standard of need pursuant to Social Services Law §131-a for individuals or families applying for or in receipt of Temporary Assistance (TA), and therefore would not be considered by ABEL when computing financial eligibility for TA. When computing a budget for a TA recipient who is receiving an RSP supplement, the shelter cost not covered by the RSP, or any other program, must be entered into the budget unless the supplement covers the entire shelter cost. In addition, RSP supplements shall not be subject to recoupment or repayment unless there is a determination that the application submitted was fraudulent, or otherwise identified as ineligible, and the application should not have been approved.

B. Program Eligibility and Program Requirements

While districts have flexibility regarding the development of a local Rental Supplement Program Plan, the governing statute outlines some minimum requirements for participant eligibility as follows:

- Eligible participants are individuals and/or families, both with and without children, who are experiencing homelessness or facing an imminent loss of housing, regardless of immigration status;
- Household income shall be no more than 50% of area median income (AMI) at the time of application based on location and household size, with initial priority given to households who earn no more than 30% of AMI;
- Rental supplement amounts shall be set at 85% of local Fair Market Rent (FMR) values with a district option to pay above 85% of FMR using local funds;
- At least 50% of the supplements shall be allocated for households who are currently in a shelter or experiencing homelessness, unless sufficient demand does not exist for such households within the district;
- A household's financial contribution will be limited to 30% of their household's total earned and/or unearned income;
- Supplements are to be provided until a household's total monthly rent is 30% or less than their total monthly income, at which point the housing will be considered affordable for the individual/family and the supplement will end; and
- Receipt of TA is not a requirement for determining eligibility for the RSP.

Additionally, districts must make sure they have policies and procedures in place to:

- Establish that the supplement recipient is the primary tenant (e.g., require a lease or other documentation);
- Establish the rent obligation of the supplement recipient and how contributions from individuals outside the household will be taken into consideration;
- Take reasonable steps to prevent the duplication of benefits;
- Establish a process for handling fraudulent applications, including a procedure for recouping funds, if necessary; and
- Establish a process for reviewing and considering appeals of applications that are denied or vouchers that are reduced or ended.

Rental Supplement Program Plans must provide a comprehensive outline of each district's proposed program and must address, at minimum, the following:

1. Specific details regarding how eligibility for a rental supplement will be determined as well as any target populations identified;
2. The process for handling modifications (moves, rent increases, changes in household composition, etc.);
3. A description of the forms and/or notices that will be used to facilitate the application and determination process. When households requesting a supplement do not meet the criteria set forth in the district's plan, the denial/closing letter must support the decision by explaining the criteria and the district's decision that the household does not meet such criteria. An award letter must be provided to both the tenant and landlord and must detail the amount approved to be paid on a monthly basis, months/term included and any applicable tenant protections resulting from receipt of the RSP; and
4. An explanation of whether there will be any health and safety standards that must be adhered to prior to paying rental supplements at a specific location.

Eligibility is determined based on a household's current monthly income at the time of application. Applications are to be accepted on a first come, first-served basis according to the eligibility parameters set forth at the local level. Districts must establish a recertification process, including the length of the local recertification period, but recertifications shall occur at least annually.

While districts have flexibility in determining the overall design of their local RSP, they are encouraged to make extra efforts to ensure prioritization of certain households, such as those with children under the age of six, single individuals with a history of housing instability, veterans, individuals and families experiencing domestic violence (DV), and other victims of violence. Though TA eligibility is not a factor in determining eligibility for the RSP, operators are encouraged to refer RSP applicants for assistance applying for applicable benefit programs, such as TA, Home Energy Assistance Program (HEAP), Supplemental Nutrition Assistance Program (SNAP), Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI).

Notifications regarding eligibility determinations (e.g., approvals, denials, and closings) must be maintained in the case record for a minimum of six years following submission of the final expenditure report.

C. Allocations

A total of \$100 million is available annually to support the RSP. While all funding is subject to legislative enactment each year, continuing funding support for the RSP is expected. The program year 2024-2025 RSP district allocations are listed in Attachment A and have been determined based on each district's relative share of TA households as of March 31, 2022, as well as the distribution of renter households under 30% of the local AMI, based on the US Census Bureau 2015-19 Public Use Microdata Sample. RSP allocations may be adjusted in future award years based on factors including statewide utilization and ongoing local rental supplement needs.

D. Reporting Requirements

As part of their participation in the RSP, districts must keep data about each household that participates in the RSP program, from the point of application throughout participation in the program and must submit the Excel RSP Reporting Workbook each quarter. These quarterly reports are the basis for the annual report required by the RSP legislation. These quarterly

reports will also allow districts and the State to answer questions, many required by the RSP legislation, about how the RSP is being implemented in each district and to inform future programs to support those in need of housing in New York State.

While OTDA is not requiring districts to submit household-level data at this time, OTDA has provided a template with the household-level data elements that are required to complete the Excel RSP Reporting Workbook. The Excel RSP Reporting Workbook must be submitted as long as there are still clients receiving a supplement through this program.

The RSP Reporting Workbook is due on or before July 10, 2024 (for the period April 1, 2024, through June 30, 2024); October 10, 2024 (for the period July 1, 2024, through September 30, 2024); January 10, 2025 (for the period October 1, 2024, through December 31, 2024); and April 10, 2025 (for the period January 1, 2025, through March 31, 2025).

The Excel RSP Reporting Workbook and instructions for 2024-2025 will be distributed to districts under separate cover. While the reporting requirements described in 23-LCM-07 will be largely the same, OTDA will provide new guidance and a new Excel RSP Reporting Workbook that consolidates information from earlier quarterly application cohorts.

Coordination with the local HUD-funded Continuum of Care (CoC) is encouraged, in order to support each district's ability to track services and outcomes related to participation in the RSP. Additionally, coordination with the CoC will assist districts in avoiding a duplication of benefits with other supplement programs that may exist in each local area.

Districts and/or program operators, as applicable, are required to provide OTDA or its designees access to the program records during the course of the project. RSP projects will be monitored by OTDA on a regular basis and may include onsite visits as well as regular telephone contact and/or case reviews. The goal of monitoring is to ensure the terms of the RSP are being met in accordance with State legislation. In addition, monitoring enables OTDA to provide technical assistance, where necessary, to assist the district and/or program operator to meet the overall intent of the RSP. It is the responsibility of the district to monitor any and all subcontracts. Districts must ensure the confidentiality of records concerning project participants.

IV. Reimbursement Structure and Allowable Costs

District allocations will be paid as claims are submitted to substantiate payment. Districts that did not opt to participate in the RSP during the initial year may be able to receive an advance of 25 percent of the district's RSP allocation payments for the initial 12-month period.

RSP funding is made available for districts to provide vital rental assistance to eligible households and as such, it is expected that a minimum of 85% of the funds will be used toward rental supplements (including, in limited instances, rental arrears and security deposits) in accordance with the guidelines outlined herein. OTDA has set a 15% spending limitation on administrative costs.

Agencies should limit the amount of administrative costs necessary to operate the RSP to maximize both the amount of funds available to pay rental supplements and the number of households enrolled. The use of RSP funds for administrative purposes must be directly related to the provision of rental supplements to eligible individuals and families.

For districts opting to assign all or a portion of their RSP allocation to another public agency, contractor or local nonprofit organization, districts will be held liable for assigned funds not used in a manner consistent with the purpose of the RSP allocation.

Districts are required to submit all claims for reimbursement through the Automated Claiming System (ACS) regardless of whether they elect to operate the program in-house or transfer the administration to another entity. RSP claims must be for services provided from April 1, 2024, through March 31, 2025, and must be claimed in a timely manner after provided. Additional claiming information is included in Attachment C.

V. Necessary Action

Districts who elect to receive this funding must also complete and submit the Rental Supplement Program Plan (Attachment B). Districts are encouraged to complete and return Attachment B to OTDA as soon as possible, but no later than March 29, 2024.

Plans must be submitted on the template attached to this LCM. In order to expedite the review and approval of plans for districts who operated RSP programs during the 2023-2024 program year, OTDA encourages those districts to submit their plans with any changes from the previous plan noted by highlighting or italicizing the changes to review.

Issued By:

Name: Barbara C. Guinn

Title: Acting Commissioner

Division/Office: Office of Temporary and Disability Assistance

Attachment A

District	2024-2025 Rental Supplement Program Allocation
New York City	\$67,922,380
Albany	\$1,125,750
Allegany	\$120,210
Broome	\$699,627
Cattaraugus	\$282,026
Cayuga	\$265,767
Chautauqua	\$645,332
Chemung	\$290,178
Chenango	\$139,789
Clinton	\$240,580
Columbia	\$129,741
Cortland	\$141,026
Delaware	\$121,902
Dutchess	\$727,516
Erle	\$3,874,658
Essex	\$100,000
Franklin	\$164,265
Fulton	\$116,749
Genesee	\$143,394
Greene	\$116,986
Hamilton	\$100,000
Herkimer	\$154,406
Jefferson	\$402,505
Lewis	\$100,000
Livingston	\$180,065
Madison	\$120,038
Monroe	\$3,035,181
Montgomery	\$154,608
Nassau	\$2,028,294
Niagara	\$742,619
Oneida	\$857,846
Onondaga	\$1,916,038
Ontario	\$256,173
Orange	\$920,321
Orleans	\$144,298
Oswego	\$432,808
Otsego	\$125,940
Rutland	\$100,000
Rensselaer	\$497,493
Rockland	\$713,032
St. Lawrence	\$309,135
Saratoga	\$322,466
Schenectady	\$536,305
Schoharie	\$100,000
Schuyler	\$100,000
Seneca	\$100,000
Steuben	\$325,926
Suffolk	\$2,640,308
Sullivan	\$240,957
Tioga	\$124,850
Tompkins	\$461,767
Ulster	\$494,918
Warren	\$126,379
Washington	\$131,444
Wayne	\$193,050
Westchester	\$3,029,553
Wyoming	\$100,000
Yates	\$100,000

2024-2025 New York State Rental Supplement Program Plan

District: _____

Program Operator: _____

Contact Person(s): _____

Telephone: _____

Email: _____

Effective Date: _____

Indicate whether the program will be administered using district mechanisms (e.g., direct administration or transfer of funds to county agencies) or by another public agency, contractor or non-profit organization. Administration of the RSP may be delegated in full or in part. Also indicate whether districts will coordinate with the local HUD-funded Continuum of Care, if applicable. If contracting out, please list the contact information for other individuals that OTDA may contact regarding the RSP.

Anticipated Number of Households to be Served (04/1/24-03/31/25): _____

RSP FMR Percentage to be used: _____

Include a table that includes the FY 2024 HUD 100% FMR, the 85% FMR calculation, the local cost share (if electing to reimburse above 85% FMR), household sizes and allowable number of bedrooms for each household size. An example is shown below and can be modified as needed.

Household Size	Allowable Number of Bedrooms	100% FY2024 HUD FMR	85% FY2024 HUD FMR State Reimbursed	Max Supplement Amount	District Funded Amount
1	0				
1	1				
2	1				
3	2				
4	2				
5	3				
6	4				

Describe the outreach mechanisms that will be used. Receipt of TA is not a requirement for determining eligibility for the RSP, but at least 50% of the supplements shall be allocated for households who are in shelter or experiencing homelessness at the time of application (unless sufficient demand does not exist for such households within a district).

Attach the forms and/or notices that were not initially approved by OTDA or that have been revised subsequent to approval that will be used to facilitate the application and determination process and include a description of each below. When households requesting a supplement do not meet the criteria established by the district, the denial/discontinuance letter must support the decision by explaining the criteria and the district's decision. When a supplement is approved, an award letter must be provided to both the tenant and landlord and must detail the amount approved to be paid on a monthly basis and the months/term included.

Indicate the target population and prioritization (if any) of certain households (e.g., those with children under the age of six, single individuals, veterans, individuals and families experiencing domestic violence (DV) and non-DV victims of violence). Eligible participants include individuals and/or families, regardless of immigration status or TA eligibility, who are experiencing homelessness or facing an imminent loss of housing, including individuals and families with or without children.

List any other established eligibility criteria and indicate how each criterion will be determined and documented. Include the following:

- Will there be any health and safety standards regarding the housing that must be met prior to paying the supplement at a specific location?
- How will the district handle modifications (e.g., moves, rent increases, changes in household composition, etc.)?

Indicate the payment mechanism (e.g., check, transfer of funds, etc.) and whether the supplement will be paid to the tenant or the landlord.

Indicate how the progress of those served in the RSP will be monitored. Reports that describe the progress of RSP activities and those served will be required on at least a quarterly basis. A report template will be provided. Minimally, reports must include the amount of rental supplement payments provided, the number of households served and certain demographic information including receipt of TA and household composition.

To the fullest extent possible, RSP funding should not be used to supplement existing Shelter Supplement Programs. Districts who currently have an approved Shelter Supplement Plan must indicate the following:

- **How will the RSP be different from the district's currently approved Shelter Supplement Plan?**
- **How will participating households be distinguished?**



Office of Temporary and Disability Assistance

KATHY HOCHUL
Governor

BARBARA C. GUINN
Acting Commissioner

New York State Rental Supplement Program Claiming Instructions

Expenditures for the New York State Rental Supplement Program (RSP) should be claimed through the RF-17 claim package for special project claiming for the month(s) that the expenditures were made. These costs are first identified on the RF-2A claim package as F17 functional costs and reported in the F17 column on the LDSS-923 "Cost Allocation Schedule of Payments Administrative Expenses Other Than Salaries" and the LDSS-2347 "Schedule D "DSS Administrative Expenses Allocation and Distribution by Function and Program." After final accepting the RF-2A, the individual project costs are then reported under the project label "**Rental Supplement Program 2425**" on the RF-17.

Salaries, fringe benefits, staff counts, and central services costs are directly entered on the LDSS-4975A "RF-17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs" while overhead costs are automatically brought over from the RF2A, Schedule D and distributed based upon the proportion of the number of staff assigned to this project. Employees not working all their time for RSP must maintain time studies to support the salary and fringe benefit costs allocated to the program.

Non-salary administrative costs are reported with the appropriate object of expense code(s) on page 1 of the LDSS-923B "LDSS-923B Summary - Administrative Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs."

Program costs should be reported as object of expense code 37 – Special Project Program Expense on page 2 of the LDSS-923B "LDSS-923B Summary - Program Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs."

Total project costs should be reported on the LDSS-4975 "Monthly Statement of Special Project Claims Federal and State Aid (RF-17)" as 100% state share excluding central services costs which are local share. Actual reimbursement will be based upon each district's allocation.

Districts can receive reimbursement for both **administrative and program related costs**, for the period April 1, 2024 through March 31, 2025. All claims for expenditures of **Rental Supplement Program 2425** must be final accepted in the Automated Claiming System (ACS) by July 1, 2025.

Further instructions for completing time studies, the LDSS-923 and Schedule D, and the RF-17 claim package are found in Chapters 4, 7, and 18 respectively of the Fiscal Reference Manual (FRM) Volume 3. The FRMs are available online at: intranet.otda.ny.gov.

Any claiming questions should be directed to:

Regions 1-5: Justin Gross (518) 473-9164
Fax: (518) 486-6350
e-mail: otda.sm.FieldOps.I-IV@otda.ny.gov

Region 6: Michael Simon (212) 961-8250
e-mail: Michael.Simon@otda.ny.gov

#6v

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

APPROVAL – BUDGETARY AMENDMENT (25A016) – SIENNA COLLEGE CONTRACT – COMMUNITY HEALTH SURVEY FOR PUTNAM COUNTY

WHEREAS, the Interim Commissioner of Health has requested a budgetary amendment (25A016) to amend the 2025 Health Department’s budget to fund the Sienna College Contract to conduct the required Community Health Survey for Putnam County; and

WHEREAS, part of the funds for the Community Health Survey will be utilized from the Health Department’s 2025 Performance Incentive Initiative Grant, and the following transfers will utilize ATUPA funds and monies accrued from Nursing position vacancies; and

WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

10401000 54646 10118	Contract – Performance Incentive Initiative	23,286
10401000 54646 10118	Contract – Performance Incentive Initiative	5,844
10401000 54646 10118	Contract – Performance Incentive Initiative	5,845
10401000 54646 10118	Contract – Performance Incentive Initiative	5,789
10401000 54646 10118	Contract – Performance Incentive Initiative	<u>7,236</u>
		48,000

Decrease Appropriations:

11401000 51000 (120)	Public Health – Pers Servs (Nurse)	5,844
11401000 51000 (116)	Public Health - Pers Servs (Nurse)	5,845
12401000 54329 10220	ATUPA Reserve – Promotional	5,789
12401000 54989 10220	ATUPA Reserve – Miscellaneous	<u>7,236</u>
		24,714

Increase Estimated Revenues:

10401000 434890 10118	State Aid – Performance Incentive Initiative	23,286
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2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

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

cc:all
Health
A+A

Reso



MICHAEL LEWIS
Commissioner of Finance

SHEILA BARRETT
First Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

February 5, 2025

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

2025 FEB - 6 PM 12: 53
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Dear Ms. Schonfeld,

Pursuant to Code Section 5-1, B dated February 14, 2010, I am advising you of the following request to amend the 2025 Health Departments budget.

General Fund:

Increase Appropriations:

10401000 54646 10118	Contract - Performance Incentive Initiative	\$23,286
10401000 54646 10118	Contract - Performance Incentive Initiative	\$5,844
10401000 54646 10118	Contract - Performance Incentive Initiative	\$5,845
10401000 54646 10118	Contract - Performance Incentive Initiative	\$5,789
10401000 54646 10118	Contract - Performance Incentive Initiative	<u>\$7,236</u>
		\$48,000

Decrease Appropriations:

11401000 51000 (120)	Public Health - Personnel Services (Nurse)	\$5,844
11401000 51000 (116)	Public Health - Personnel Services (Nurse)	\$5,845
12401000 54329 10220	ATUPA Reserve - Promotional	\$5,789
12401000 54989 10220	ATUPA Reserve - Miscellaneous	<u>\$7,236</u>
		\$24,714

Increase Estimated Revenues:

10401000 434890 10118	State Aid - Performance Incentive Initiative	\$23,286
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2025 Fiscal Impact -0-
2026 Fiscal Impact -0-

This request is to amend the 2025 Health Department's budget to fund the Sienna College Contract to conduct the required Community Health Survey for Putnam County. Part of the funds for the Community Health Survey will be utilized from the Health Departments 2025 Performance Incentive Initiative Grant, and the following transfers will utilize ATUPA funds and monies accrued from Nursing position vacancies. LHD Performance Incentive backup is attached.

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

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

Date _____ Audit & Administration Committee: \$10,000.01 - \$25,000.00 **25A016**

Justification:

In July of 2024, while preparing the 2025 Budget, Dr. Nesheiwat had intentions of partnering with the hospital for 2025, as we did in 2024, to conduct Community Health Surveys. After the 2025 budget was approved, we received the findings from the Survey completed with the hospital, but we were unable to get an adequate and appropriate sample.

The amount required to conduct the regional Community Health Survey in Putnam County is \$48,000.

Attached is the Budgetary Amendment, whereby I am utilizing Health Department Funds from our 2025 Performance Incentive Initiative Grant of \$23,286.

In Addition, the following two transfers are in process:
Adolescent Tobacco Use Prevention Act (ATUPA) Fines collected of \$13,025 and monies accrued from two of our Nursing position vacancies: \$5,844 from Budget Line 11401000-401011120, and \$5,845 from Budget Line 11401000-401011116.



Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, MD, MPH
Commissioner

JOHANNE E. MORNE, MS
Executive Deputy Commissioner

Dear Commissioner Dr. Nesheiwat,

Thank you for your participation in the New York State Department of Health's ongoing Local Health Department (LHD) Performance Incentive Program. In year twelve (2024) of the program, which began in December 2023 and concluded in August 2024, the Department focused on preventing chronic disease via the promotion of physical activity.

The Department is pleased to announce that once again county participation in the program was strong. This year, 46 LHDs receive an award.

Putnam County participated, receiving a composite score of 5 and has been awarded a total of \$23,286.00. Congratulations.

As with prior Performance Incentive program years, awards must be used to support costs associated with Article 6 eligible services. While costs associated with any eligible activity are acceptable, LHDs are encouraged to consider utilizing the award funds in support of chronic disease prevention activities to promote the implementation of active community strategies to municipalities with Article 6 dollars. Please note that LHDs cannot pay or provide for supplies, materials, or the labor. Below are some examples of funding suggestions that can be promoted.

- Quick-Build/Pop-Up/Demonstration Projects
- Painted bike lanes, sharrows, and crosswalks
- Road, crosswalk, trail, wayfinding signage
- Planters, landscaping/other non-capital pedestrian barriers
- Conceptual/Planning/Computer-aided designs (LHDs should consult the guidance to determine if these are eligible for reimbursement or can only be promoted.)
- Bus shelters/landings, bike racks/cages/fix-it stations, etc.

The Article 6 Team is requesting that each LHD submit a separate voucher for the Performance Incentive award specified in this letter. However, LHDs are not required to voucher the full award amount in a single voucher and may claim award funds throughout the 2025 program (calendar) year, allowing each LHD to determine the timing of the Performance Incentive award payment(s). The Performance Incentive award amount must be reflected on the Performance Incentive line in the 2025 Quarterly Expenditure Report (QER) and may be submitted with any 2025 QER(s) no later than March 31, 2026. Please submit the Performance Incentive award voucher electronically to a6fis@health.ny.gov.

Thank you again for your participation. We look forward to continuing to work with you and your staff to improve the delivery of public health services. Please send any questions regarding the award program to a6PI@health.ny.gov.

Sincerely,

MICHAEL J. NESHEIWAT, MD
INTERIM COMMISSIONER OF HEALTH



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

TO: Michael Lewis, Commissioner of Finance
FROM: William A. Orr, Jr., Senior Fiscal Manager
DATE: February 5, 2025
RE: Budgetary Amendment

Please process this Budgetary Amendment for the following Health Department accounts:

Increase Revenue: Performance Incentive Initiative \$23,286.00
10401000-434890-10118

TOTAL Revenue \$23,286.00

Increase Expense: Performance Incentive Initiative
10401000-54646-10118 \$23,286.00

TOTAL Expense \$23,286.00

2025 TOTAL Fiscal Impact \$-0-

See Attached Justification and Award letter

WAO/NC

COUNTY OF PUTNAM

FUND TRANSFER REQUEST #

TO: Commissioner of Finance
FROM: William A. Orr, Jr., Senior Fiscal Manager
DEPT: Health
DATE: February 5, 2025

I hereby request approval for the following transfer of funds:

FROM ACCOUNT # / NAME	TO ACCOUNT # / NAME	AMOUNT
11401000-11120 Public Health Nurse Vacancy	10401000-54646-10118 Performance Incentive Initiative Contract	\$ 5,844.00
11401000-11116 Public Health Nurse Vacancy	10401000-54646-10118 Performance Incentive Initiative Contract	<u>\$ 5,845.00</u>
	Total:	<u>\$11,689.00</u>

PURPOSE

To fund Sienna College Contract to conduct the required Community Health Survey for Putnam County.

2025 Fiscal Impact \$ 0.00

2026 Fiscal Impact \$ 0.00

Department Head Signature/Designee Date

AUTHORIZATION: (Electronic signatures)

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

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

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

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

COUNTY OF PUTNAM

FUND TRANSFER REQUEST #

TO: Commissioner of Finance
FROM: William A. Orr, Jr., Senior Fiscal Manager
DEPT: Health
DATE: February 5, 2025

I hereby request approval for the following transfer of funds:

FROM ACCOUNT # / NAME	TO ACCOUNT # / NAME	AMOUNT
12401000-54329-10220 ATUPA Reserve-Promotional	10401000-54646-10118 Performance Incentive Initiative Contract	\$ 5,789.00
12401000-54989-10220 ATUPA Reserve-Miscellaneous	10401000-54646-10118 Performance Incentive Initiative Contract	<u>\$ 7,236.00</u>
	Total:	<u>\$13,025.00</u>

PURPOSE

To fund Sienna College Contract to conduct the required Community Health Survey for Putnam County.

2025 Fiscal Impact \$ 0.00

2026 Fiscal Impact \$ 0.00

Department Head Signature/Designee Date

AUTHORIZATION: (Electronic signatures)

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

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

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

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

#6w

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

APPROVAL – FUND TRANSFER (24T536) – DEPARTMENT OF SOCIAL SERVICES – COMMITTEE ON SPECIAL EDUCATION – DAY CARE

WHEREAS, the Commissioner of Social Services has requested a fund transfer (24T536) to reallocate funds to cover projected costs through December 31, 2024; and WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approved said fund transfer; now therefore be it

RESOLVED, that the following fund transfer be made:

Decrease:

10610900 54435	EAF FC (Emergency Assistance for Families - Foster Care)	202,444
10611900 54420	Foster Care FNP (Federally Non-Participating)	100,000
10610900 54433	EAF IVE FC (Emergency Assistance for Families – Title IV-E Federal Funding for Foster Care & Adoption Subsidies)	42,088
10610900 54495	Payments to Recipients	<u>2,299</u>
		346,831

Increase:

10605500 54471	Day Care	202,444
10611900 54114	Committee on Special Education	142,088
10610900 54493	Committee on Special Education	<u>2,299</u>
		346,831

2024 Fiscal Impact – 0 –

2025 Fiscal Impact – 0 –

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

2024

cc: All Health Audit Reso

COUNTY OF PUTNAM

FUND TRANSFER REQUEST

TO: Commissioner of Finance
FROM: Kristen Wunner
DEPT: Dept of Social Services
DATE: 2/4/2025

2025 FEB - 6 AM 10:34
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

I hereby request approval for the following transfer of funds:

Table with 4 columns: FROM ACCOUNT#/NAME, TO ACCOUNT#/NAME, AMOUNT, PURPOSE. Rows include transfers from EAF FC to Day Care, Foster Care FNP to Comm. On Spec. Educ., EAF IVE FC to Comm. On Spec. Educ., and Payments To Recipients to Comm. On Spec. Educ. Total: \$346,831.00

2024_ Fiscal Impact \$ 0
2025_ Fiscal Impact \$ 0

TOTAL: \$346,831.00

Signature of Kristen Wunner
Department Head Signature/Designee

2/4/25
Date

AUTHORIZATION: (Electronic Signature)

- 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

24T536

6+

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

APPROVAL – FUND TRANSFER (24T537) – DEPARTMENT OF SOCIAL SERVICES – MISCELLANEOUS – CONTRACTS – COVER PROJECTED COSTS

**WHEREAS, the Commissioner of Social Services has requested a fund transfer (24T537) to reallocate funds to cover projects costs through 12/31/24; and
WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approved said fund transfer; now therefore be it**

RESOLVED, that the following fund transfer be made:

Decrease:		
10102000 54646	Contracts	22,285
Increase:		
10120000 54989 10130	Miscellaneous	2,416
22071000 54646	Contracts	<u>19,869</u>
		22,285

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

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

2024

COUNTY OF PUTNAM

FUND TRANSFER REQUEST

cc: All
Health
Audit

Reso

TO: Commissioner of Finance

FROM: Kristen Wunner

DEPT: Dept of Social Services

DATE: 2/5/2025

2025 FEB -6 AM 10:34
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

I hereby request approval for the following transfer of funds:

FROM ACCOUNT# /NAME	TO ACCOUNT# /NAME	AMOUNT	PURPOSE
10102000-54646 (Contracts)	10120000-54989 10130 (Miscellaneous)	\$2,416.00	To reallocate funds to cover projected costs through 12/31/24
10102000-54646 (Contracts)	22071000-54646 (Contracts)	\$19,869.00	

TOTAL: \$22,285.00

2024_ Fiscal Impact \$ 0 0
2025_ Fiscal Impact \$ 0 0

Kristen Wunner 2/5/25
Department Head Signature/Designee Date

AUTHORIZATION: (Electronic Signature)

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

24T537

64

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

APPROVAL - VICTIMS SERVICES GRANT RENEWAL - DEPARTMENT OF SOCIAL SERVICES

WHEREAS, in the past Putnam County has obtained grant approvals from the New York State Office of Victim Services under Victim Assistance Program; and

WHEREAS, funds are used to support our Victim Advocacy Program to provide emotional support and address the complicated needs of child abuse victims and their families; and

WHEREAS, this three (3) year contract is now up for renewal for the period of 10/01/25 – 9/30/28; and

WHEREAS, a new grant approval program has been initiated by the Office of Victim Services for services that meet the immediate needs of crime victims under the Victim of Crimes Act (VOCA); and

WHEREAS, the amount of any grant will be determined under this program if the application is successful; and

WHEREAS, the deadline for filing an application under this program is March 19, 2025; and

WHEREAS, grants issued under this program do not require matching County funds; and

WHEREAS, the Health, Social, Educational & Environmental Committee has considered and approved of this application; now therefore be it

RESOLVED, that the Department of Social Services is authorized to submit an application for a grant under the current Victim and Witness Assistance Grant Program for an amount to be determined by the program upon awarding of the grant.

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

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner




cc: all
Health Reso

DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

January 29, 2025

TO: Diane Schonfeld, Legislative Clerk

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

SUBJECT: Office of Victim Services Grant Renewal

The Child Advocacy Center of Putnam County has received funding from New York State Office of Victim Services (OVS) since 2003. Funds are used to support our Victim Advocacy Program to provide emotional support and address the complicated needs of child abuse victims and their families. This three-year contract is now up for renewal and upon approval will go into effect October 1, 2025. Funding will be requested to cover:

- Salaries and Fringe for two full-time Victim Advocates
- Salary and Fringe for Coordinator of CAC
- Salary and Fringe for Mental Health Clinician / Outreach Worker (new position)
- Contract with Putnam/Northern Westchester Women's Center for our Child Therapist
- Training, travel and other program related costs

Thank you for your time and consideration of this request.

cc: Nicolle McGuire, Deputy Commissioner of Social Services and Youth Bureau
Marla Behler, Program Director Child Advocacy Center
Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau

2025 FEB 11 AM 11:22
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

APPROVAL - VICTIMS SERVICES GRANT RENEWAL - DEPARTMENT OF SOCIAL SERVICES

WHEREAS, in the past Putnam County has obtained grant approvals from the New York State Office of Victim Services under Victim Assistance Program; and

WHEREAS, funds are used to support our Victim Advocacy Program to provide emotional support and address the complicated needs of child abuse victims and their families; and

WHEREAS, this three (3) year contract is now up for renewal for the period of 10/01/25 – 9/30/28; and

WHEREAS, a new grant approval program has been initiated by the Office of Victim Services for services that meet the immediate needs of crime victims under the Victim of Crimes Act (VOCA); and

WHEREAS, the amount of any grant will be determined under this program if the application is successful; and

WHEREAS, the deadline for filing an application under this program is March 19, 2025; and

WHEREAS, grants issued under this program do not require matching County funds; and

WHEREAS, the Health, Social, Educational & Environmental Committee has considered and approved of this application; now therefore be it

RESOLVED, that the Department of Social Services is authorized to submit an application for a grant under the current Victim and Witness Assistance Grant Program for an amount to be determined by the program upon awarding of the grant.

Diane Schonfeld

From: Wunner, Kristen (DFA) <Kristen.Wunner@dfa.state.ny.us>
Sent: Monday, February 10, 2025 5:28 PM
To: Diane Schonfeld
Cc: Servadio, Sara (DFA); forwarder Nicolle McGuire
Subject: Re: February Committee Agenda Item

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Hi Diane,

Thank you for bringing this to our attention this afternoon. I have confirmed with Marla Behler the deadline for this grant application is March 19, 2025 for the award period of 10/01/2025-09/30/2028. Is there anyway we can get this included on the agenda for February meetings given the deadline? Thank you again for your assistance with this.

Thank you,
Kristen

Get [Outlook for iOS](#)

From: Diane Schonfeld <Diane.Schonfeld@putnamcountyny.gov>
Sent: Monday, February 10, 2025 4:26 PM
To: Wunner, Kristen (DFA) <Kristen.Wunner@dfa.state.ny.us>
Subject: FW: February Committee Agenda Item

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

Diane Schonfeld
Clerk
Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512
Phone: 845-808-1020
Fax: 845-808-1933
Email: diane.schonfeld@putnamcountyny.gov

From: Diane Schonfeld
Sent: Friday, February 7, 2025 3:59 PM
To: Servadio, Sara (DFA) <Sara.Servadio@dfa.state.ny.us>
Subject: FW: February Committee Agenda Item

Hi Sara,
I'm following up on the email below. Could you please give me a call.
Thank you,

Diane Schonfeld
Clerk
Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512
Phone: 845-808-1020
Fax: 845-808-1933
Email: diane.schonfeld@putnamcountyny.gov

From: Edward Gordon <Edward.Gordon@putnamcountyny.gov>
Sent: Friday, February 7, 2025 3:30 PM
To: Diane Schonfeld <Diane.Schonfeld@putnamcountyny.gov>
Subject: FW: February Committee Agenda Item

From: Wunner, Kristen (DFA) <Kristen.Wunner@dfa.state.ny.us>
Sent: Monday, February 3, 2025 4:14 PM
To: Putnam Co Legislature <putcoleg@putnamcountyny.gov>; Putnam Co Legislature <putcoleg@putnamcountyny.gov>
Cc: Servadio, Sara (DFA) <Sara.Servadio@dfa.state.ny.us>; Nicolle McGuire <nicolle.ciminaro@putnamcountyny.gov>; Marla Behler <Marla.Behler@putnamcountyny.gov>; Michael Lewis <Michael.Lewis@putnamcountyny.gov>; Michele Alfano-Sharkey <Michele.Alfano-Sharkey@putnamcountyny.gov>
Subject: RE: February Committee Agenda Item

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Thank you, Diane. Adding Commissioner Lewis.

Commissioner – this does not include a budgetary amendment – this is for informational purposes and to advise the legislature of our intent on applying for a grant renewal with the Office of Victim Services beginning 10/01/2025-09/30/2028. Please let me know if you need anything further.

Thank you,
Kristen

From: Putnam Co Legislature <putcoleg@putnamcountyny.gov>
Sent: Monday, February 3, 2025 4:10 PM
To: Wunner, Kristen (DFA) <Kristen.Wunner@dfa.state.ny.us>; putcoleg@putnamcountyny.gov

Cc: Servadio, Sara (DFA) <Sara.Servadio@dfa.state.ny.us>; Nicolle McGuire <nicolle.ciminaro@putnamcountyny.gov>; Behler, Marla (EXT-DFA5-A37) <Marla.Behler@putnamcountyny.gov>; Michele Alfano-Sharkey <Michele.Alfano-Sharkey@putnamcountyny.gov>
Subject: RE: February Committee Agenda Item

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

Hi Kristen,
I believe this request needs to go to Mike Lewis first.
Thank you,

Diane Schonfeld
Clerk
Putnam County Legislature
40 Gleneida Avenue
Carmel, NY 10512
Phone: 845-808-1020
Fax: 845-808-1933
Email: diane.schonfeld@putnamcountyny.gov

From: Wunner, Kristen (DFA) <Kristen.Wunner@dfa.state.ny.us>
Sent: Monday, February 3, 2025 3:10 PM
To: Putnam Co Legislature <putcoleg@putnamcountyny.gov>
Cc: Servadio, Sara (DFA) <Sara.Servadio@dfa.state.ny.us>; Nicolle McGuire <nicolle.ciminaro@putnamcountyny.gov>; Marla Behler <Marla.Behler@putnamcountyny.gov>
Subject: February Committee Agenda Item

Some people who received this message don't often get email from kristen.wunner@dfa.state.ny.us. [Learn why this is important](#)

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Good Afternoon,

Please see attached for a request to be included on the Health Committee agenda for February 12, 2025. Please let me know if you need anything further.

Thank you,
Kristen

62

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

APPROVAL – BUDGETARY AMENDMENT (25A015) – DEPARTMENT OF SOCIAL SERVICES – CHILD ADVOCACY CENTER – NYS OFFICE OF CHILDREN & FAMILY SERVICES (OCFS) SUPPLEMENTAL GRANT – STAFF RETENTION BONUS

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (25A015) to amend the 2025 Social Service budget to include expenses funded in accordance with the contract awarded to the Child Advocacy Center for the period 01/01/25 – 08/31/25; and

WHEREAS, this contract, OCFS #C030536, is a NYS Office of Children and Family Services (OCFS) Supplemental Grant agreement for the period of 01/01/25 – 08/31/25; and

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

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

22070000 51000 10221 (0122)	Pers. Serv – Staff Retention Bonus Special Victims Investigator (DA)	3,065.50
22070000 51000 10221 (2102)	Pers. Serv – Staff Retention Bonus Sr. Clerk Child Advocacy Center	3,065.50
22070000 51000 10221 (2103)	Pers. Serv – Staff Retention Bonus Sr. Bilingual Victim Advocate	3,065.50
22070000 51000 10221 (3102)	Pers. Serv – Staff Retention Bonus Victim Advocate	3,065.50
22070000 52650 10221	Motor Vehicles	45,000.00
22070000 54410 10221	Supplies & Materials	766.00
22070000 54640 10221	Education & Training	200.00
22070000 54646 10221	Contracts	7,500.00
22070000 58002 10221	Social Security	938.00
		<u>66,666.00</u>

Increase Revenue:

22070000 445980 10221	Federal Aid – MDT CAC	66,666.00
	<small>(Multi-Disciplinary Team – Child Advocacy Center)</small>	

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

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

MICHAEL J. LEWIS
Commissioner of Finance



CC: All
Pers
Audit
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 – 25A015**
DATE: February 5, 2025

2025 FEB - 6 AM 10:33
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

GENERAL FUND

INCREASE APPROPRIATIONS:

22070000 51000 10221 (0122)	* PERSONNEL SERVICES	Special Victims Investigator (DA)	\$	3,065.50
22070000 51000 10221 (2102)	* PERSONNEL SERVICES	Sr. Clerk child Advocacy Center	\$	3,065.50
22070000 51000 10221 (2103)	* PERSONNEL SERVICES	Sr. Bilingual Victim Advocate	\$	3,065.50
22070000 51000 10221 (3102)	* PERSONNEL SERVICES	Victim Advocate	\$	3,065.50
22070000 52650 10221	MOTOR VEHICLES		\$	45,000.00
22070000 54410 10221	SUPPLIES AND MAT		\$	766.00
22070000 54640 10221	EDUCATION AND TRAINING		\$	200.00
22070000 54646 10221	CONTRACTS		\$	7,500.00
22070000 58002 10221	SOCIAL SECURITY		\$	938.00
			\$	66,666.00

INCREASE REVENUE:

22070000 445980 10221	FEDERAL AID - MDT CAC			66,666.00
			\$	66,666.00

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

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

* Staff Retention Bonus

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner



DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

February 4, 2025

TO: Michael Lewis, Commissioner of Finance

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

SUBJECT: DSS 2025 Budgetary Amendment

Your approval is requested to amend the 2025 Department of Social Services budget to include expenses funded in accordance with the following contract awarded to the Child Advocacy Center for the period of 01/01/2025-08/31/2025.

OCFS C030536, an agreement by the NYS Office of Children and Family Services (OCFS), CFDA #93.669, 01/01/2025-08/31/2025.

Increase Estimated Revenue:

22070000	OEOP CHILD ADVCY CTR	
445980	FEDERAL AID - MDT CAC	\$66,666
10221	MDT-CAC PROGRAM	
	Total Estimated Revenues	\$66,666

Increase Appropriations:


22070000	OEOP CHILD ADVCY CTR	
51000	PERSONNEL SERVICES	\$12,262
52650	MOTOR VEHICLES	\$45,000
54410	SUPPLIES AND MAT	\$766
54640	EDUCATION AND TRAINING	\$200
54646	CONTRACTS	\$7,500
58002	SOCIAL SERCURITY	\$938
10221	MDT-CAC PROGRAM	
	Total Appropriations	\$66,666

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

Thank you for your time and consideration of this request.

Attachments:

**CHILD ADVOCACY CENTER – OCFS SUPPLEMENTAL GRANT DETAIL
NYS OFFICE OF CHILDREN AND FAMILY SERVICES CONTRACT C030536**

cc:  Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau
Nicolle McGuire, Deputy Commissioner of Social Services and Youth Bureau
Marla Behler, Program Director Child Advocacy Center

CHILD ADVOCACY CENTER - OCFS SUPPLEMENTAL GRANT DETAIL

CONTRACT NUMBER #C030536

01/01/2025-08/31/2025

	APPROVED GRANT BUDGET	MUNIS BUDGET	BUDGETARY AMENDMENT
51000 PERSONNEL SERVICES	12,262	-	12,262
52650 MOTOR VEHICLES	45,000	-	45,000
54410 SUPPLIES AND MAT	766	-	766
54640 EDUCATION AND TRAINING	200	-	200
54646 CONTRACTS	7,500	-	7,500
58002 SOCIAL SECURITY	938	-	938
	<u>66,666</u>	<u>-</u>	<u>66,666</u>

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Children and Family Services 52 Washington Street Rensselaer, NY 12144</p>	<p>BUSINESS UNIT/DEPT. ID: CFS01 / 3400000</p> <p>CONTRACT NUMBER: C030536</p> <p>CONTRACT TYPE (select one):</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME:</p> <p>PUTNAM COUNTY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal (list periods):</p> <p><input type="checkbox"/> Amendment (list periods):</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002443</p> <p>Federal Tax ID Number: 146002759</p>	<p>PROJECT NAME: MDT CAC</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):</p> <p>93.669</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>40 Gleneida Ave CARMEL NY 10512</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>40 Gleneida Ave CARMEL NY 10512</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>40 Gleneida Ave CARMEL NY 10512</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS:</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality 370100000-000</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: Government</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 01/01/2025 To: 08/31/2025</p> <p>AMENDED TERM:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT (<i>Fixed Term</i> - enter current period amount; <i>Simplified Renewal</i> - enter cumulative amount to date; <i>Multi-year</i> - enter total projected amount of the contract):</p> <p>CURRENT: 66,666.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
--	---

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT:

Appendix A
Attachment A-1
Attachment A-2
Attachment A-3
Attachment B - Budget
Attachment C
Attachment D
Attachment MWBE

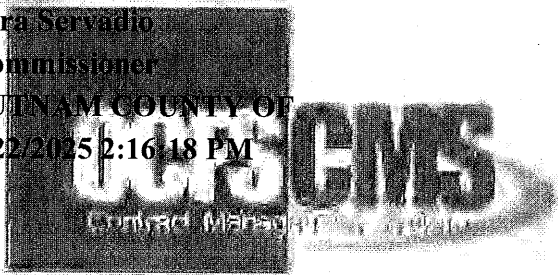
STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

Sara Servadio
 Commissioner
 PUTNAM COUNTY OF



In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:



**ATTORNEY GENERAL'S SIGNATURE
 APPROVED AS TO FORM**

By: _____
 Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
 Printed Name

Title: _____

Date: _____

**STATE OF NEW YORK
CONTRACT FOR GRANTS**

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. Renewal:

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

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

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

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

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

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

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

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

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

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

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

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

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

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

4. Suspension:

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

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

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

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

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

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

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

by the Contractor under this Agreement.

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

E. Records and Audits:

1. General:

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

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

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

F. Confidentiality:

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

G. Publicity:

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

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

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

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

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

H. Web-Based Applications-Accessibility:

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

I. Unemployment Insurance Compliance:

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

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

J. Charities Registration:

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

K. Vendor Responsibility:

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

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

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

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

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

June 2023

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

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
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

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

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

26. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

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

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

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

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

ATTACHMENT A-1
AGENCY-SPECIFIC TERMS AND CONDITIONS FOR ALL
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS)
CONTRACTS

(July 2024)

The words "Agreement" and "Contract" are used interchangeably throughout this Appendix and refer back to the State of New York Contract For Grants.

1. STAFF

It is the policy of OCFS to encourage the employment of qualified applicants for, or recipients of, public assistance by both public organizations and private enterprises who are under contractual agreement to OCFS for the provision of goods and services. Contractor will be expected to make best efforts in this area.

For the purposes of this section "Staff" includes employees, owners, directors, subsidiaries, affiliates, partners, agents and subcontractors of the Contractor working under this agreement.

- a. The Contractor shall be fully responsible for performance of work by its Staff working under this agreement.
- b. OCFS reserves the right to require;
 - The Contractor to identify, in writing, the Staff who will be responsible for performing the work to be done under this CONTRACT,
 - Prior written approval of OCFS for a Staff change or substitution, and
 - The Contractor's submission of the Staff resume and proof of any required licensure to OCFS for review and pre-approval. OCFS may refuse to approve any Staff based on its review of such individual's professional capacity and licensure to perform the required services.
- c. The Contractor specifically represents and agrees that its Staff has and shall possess the required education, licensure, experience, knowledge, and character necessary to qualify its Staff for the particular duties to be performed pursuant to this Agreement, including having the necessary integrity and professional capacity to meet OCFS's reasonable expectations.
- d. Whenever the Contractor becomes aware that any of its Staff who are providing services under the Agreement no longer possess the necessary education, experience, knowledge, and professional capacity including required professional licensure and/or have unsatisfactory performance evaluations and/or engage in employee misconduct and/or violate employment practices and policies, the Contractor shall immediately notify OCFS.
- e. OCFS reserves the right to require the Contractor to remove any of its Staff from work under the Agreement, if, in OCFS's discretion, such individual is not performing in accordance with this Agreement, for any other reasonable work-related cause, or any of the reasons listed under 1.d above.
- f. Upon written notice from OCFS regarding any of the issues identified under c. d. and/or e. above, Contractor shall promptly investigate such claim. Contractor must reply in writing to OCFS within ten (10) days of the receipt of OCFS's notice specifying a course of action or remedy for OCFS review and approval. If OCFS and the Contractor cannot reach an agreed upon course of action or remedy, OCFS reserves the right to remove the individual from performing work under the Contract and require replacement of the staff member or may, in its discretion, terminate the Contract for cause. Following the Contractor or OCFS's removal of Staff, where applicable, OCFS will follow agency procedures to restrict or remove access of the Staff from OCFS's premises and information resources. OCFS will also remove the Staff member's right to provide services under the agreement at an OCFS Contractor's facilities.

- g. The Federal Immigration Reform and Control Act, as amended (8 USC § 1324a et al.), obligates employers, such as the Contractor and its subcontractors, to verify that its employees are legally entitled to work in the United States. In order to confirm that the employees are legally entitled to work in the United States, OCFS reserves the right to request documentation attesting to the legal entitlement to work in the United States of any Contractor or subcontractor employee assigned work under this Agreement. OCFS does not provide sponsorship. The Contractor warrants to OCFS that all of its Staff who perform work under the Agreement are legally authorized to work in the United States. The Contractor is responsible for ensuring that all of its Staff retain the authorization to legally work in the United States throughout the term of the Agreement.

2. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this CONTRACT and the attachments thereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the ATTACHMENTS. Any modifications to the tasks or workplan contained in Attachment C must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to OCFS under the Federal Social Security Act, where applicable.
- c. If funds from this CONTRACT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
- Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
 - The Contractor shall provide to OCFS in a format provided by OCFS such additional information concerning the provision of legal services as OCFS shall require.
- d. OCFS will designate a Program and/or Contract Manager who shall have authority relating to the technical services and operational functions of this CONTRACT and activities completed or contemplated thereunder. The Program and/or Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this CONTRACT shall be directed to the assigned Program and/or Contract Manager.
- e. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the CONTRACT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the CONTRACT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of OCFS and the Office of the State Comptroller (OSC).
- f. Contractor may not submit claims in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the State of New York Contract For Grants for any contract period of the Contract without the written permission of OCFS.

OCFS reserves the right to deny claims submitted by the Contractor in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the State of New York Contract For Grants for any contract period of the Contract.

Contractor acknowledges and agrees that allowable claims submitted by the Contractor under the State of New York Contract For Grants are subject to the continued availability of funding, and Contractor acknowledges and agrees that it may not be reimbursed by OCFS or the State of New York for claims if funds for payment of amounts due to the Contractor under the State of New York

Contract For Grants have become unavailable. In that instance, Contractor acknowledges and agrees that the Contractor will have no cause of action against OCFS or the State of New York based on the failure to pay such claims.

For purposes of this section the term "funds lawfully available for payment" includes but is not limited to grants, annual appropriations and allocations available pursuant to State or federal law.

- g. All organizations that receive Federal and/or New York State financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal and/or New York State financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal and/or New York State financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal and/or New York State financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal and/or New York State financial assistance.

- h. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this CONTRACT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

3. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and client information with regard to services provided under this CONTRACT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this CONTRACT.
- b. Contractor agrees to retain all non-public information obtained from OCFS as confidential and agrees not to release or discuss any of such information unless Contractor has obtained the prior consent of OCFS, or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority. Contractor shall promptly notify OCFS of any disclosure made by Contractor and/or any request of Contractor to disclose, by operation of law, or applicable government authority, such confidential information. In addition, all information and knowledge concerning youth in OCFS custody, which Contractor may obtain from OCFS shall be kept strictly confidential. Contractor shall comply with all applicable statutory and regulatory confidential provisions, including but not limited to sections 372, 422, and 444 of the Social Services Law; section 501-c of the Executive Law; Article 27-F of the Public Health Law; 9 NYCRR 164.7 and 168.7 and 18 NYCRR 357.3, 423.7, 431.7 and 432.7.
- c. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Staff Exclusion List (SEL) maintained by the Justice

Center for People with Special Needs (Justice Center) and of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

4. PUBLICATIONS AND COPYRIGHTS

- a. OCFS and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this CONTRACT or activity supported by this CONTRACT. All publications by the Contractor covered by this CONTRACT shall expressly acknowledge OCFS's right to such license.
- b. All of the license rights so reserved to OCFS and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the CONTRACT is federally funded.
- c. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this CONTRACT, it will provide to OCFS at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

5. PATENTS AND INVENTIONS

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this CONTRACT, or with monies supplied pursuant to this CONTRACT, shall be promptly and fully reported to OCFS. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

6. TERMINATION

In addition to the grounds for termination included in the State of New York Contract For Grants, to the extent permitted by law, this CONTRACT shall be deemed in the sole discretion of OCFS terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OCFS to the Contractor.

7. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, Contractors may be placed on fiscal sanction when OCFS identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another CONTRACT that has not been refunded to OCFS within the established timeframe;
- An OCFS, OSC, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this CONTRACT;

- The Contractor has not provided fiscal or program reports as required under the terms of this CONTRACT;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under this CONTRACT with OCFS.

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or CONTRACT renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a CONTRACT is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest, is paid.

8. REFUNDS

In the event that the Contractor must make a refund to the OCFS for Contract related activities (repayment of an advance, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The Contractor must include with the payment a brief explanation of why the refund is being made and reference the Contract number. Refund payments must be submitted to:

New York State Office of Children and Family Services
 Attention: Contract Cash Receipts
 Bureau of Contract Management
 Capital View Office Park
 52 Washington Street, South Building, Room 202
 Rensselaer, New York 12144

9. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and OCFS procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and OCFS procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and CONTRACT pursuant to State Finance Law Sections 139-j and 139-k.

OCFS reserves the right to terminate this CONTRACT if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the OCFS, OCFS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this CONTRACT. Nothing herein shall preclude or otherwise limit OCFS's right to terminate this contact as otherwise set forth in the applicable provisions of this CONTRACT.

10. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the Contractor must submit on or before May 15th of each year for the annual period ending March 31st, Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report. This form must report information for all employees who provided services under the CONTRACT whether employed by the Contractor or a

subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:

<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>

The Contractor must submit a completed Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report to each of the following addresses:

New York State Office of Children and Family Services
Bureau of Contract Management
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, New York 12236
Attn: Consultant Reporting

New York State Department of Civil Service
Empire State Plaza
Swan Street Building – 1st Floor
Albany, New York 12239

11. ADDITIONAL ASSURANCES

- a. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this CONTRACT to obtain and maintain a general policy of liability insurance in an appropriate amount.
- b. Notwithstanding the provisions of this CONTRACT, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

12. ADMINISTRATIVE COST LIMIT

- a. For State Funded Contracts - Total administrative costs are limited to 15 percent (15%) of the total contract value as established by OCFS policy. OCFS reserves the right to adjust this limit at its sole discretion and will provide written notice to Contractors of any change in this policy. During the Contract period, if circumstances occur that would result in the total administrative cost expense percentage exceeding the OCFS administrative cost percentage limitation in the approved budget, contractors must submit a justification to OCFS as soon as they become aware that their expenses will exceed the cap. The justification must include the reason(s) why the administrative costs included in the approved budget would exceed the cap and why other budget expense changes are not possible to maintain administrative expenses at the percentage limit. OCFS will review the justification and will notify the Contractor if the overage is approved or not. Additionally, if an exemption to this limit is approved, Contractors are required to take all steps possible to minimize the amount of administrative expenses charged the Contract to maximize Contract goods/services provided. In no event will an administrative cost exemption result in an increase to the Contract value.
- b. For Federally Funded Contracts - Administrative expenses charged on Federally funded contracts

are limited to the administrative cost limit percent established by the State of New York Contract for Grants Attachment D, Payment and Reporting Section B.5. bullet one, Attachment A-2 Program Specific Terms and Conditions, and/or the federal notice of award terms indicated in Attachment A-3 where applicable. This percent cannot be exceeded.

13. MINORITY AND WOMEN-OWNED BUSINESS (M/WBE)

Pursuant to New York State Executive Law Article 15-A, OCFS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) for minority group members and women in the performance of OCFS contracts. Accordingly, information regarding OCFS' target goals for M/WBE participation in contracting activities as well as guidelines for Prime Contractor responsibilities pursuant to this law are outlined in the Attachment MWBE entitled "Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures". Included in this document are links to the forms and instructions required as a part of this program.

14. SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVOB)

The Service-Disabled Veteran-Owned Business Act, signed into law by Governor Andrew M. Cuomo on May 12, 2014, allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB) in order to increase the participation of such businesses in New York State's contracting opportunities. The SDVOB Act, which is codified under Article 17-B of the Executive Law, acknowledges that SDVOBs strongly contribute to the economies of the State and the nation. Therefore, and consistent with its Master Goal Plan, OCFS strongly encourages vendors who contract with OCFS to consider the utilization of certified SDVOBs, that are responsible and responsive, for at least six percent (6%) of discretionary non-personnel service spending in the fulfillment of the requirements of their contracts with OCFS. Such partnering may include utilizing certified SDVOBs as subcontractors, suppliers, protégés, or in other supporting roles to the maximum extent practical, and consistent with the legal requirements of the State Finance Law and the Executive Law. Certified SDVOBs may be readily identified through the directory of certified businesses at: <https://ogs.ny.gov/Veterans/>

For additional information relating to the use of certified SDVOBs in contract performance, and participation by SDVOBs with respect to State Contracts through Set Asides, please refer to the following:

- [Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance](#)
- [Participation by Service-Disabled Veterans with Respect to State Contracts Through Set Asides](#)
- <https://ogs.ny.gov/Veterans/>

Please note that bidders/proposers must continue to utilize M/WBEs, as discussed above in paragraph 14, consistent with current State law.

15. OUTSIDE COUNSEL

Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the New York State Office of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, and Contract Approval Unit, Civil Recoveries Bureau, NYS Department of Law, The Capitol, Albany, NY 12224.

16. EXECUTIVE ORDER NUMBER 177

Executive Order Number 177, signed on February 3, 2018, by Governor Andrew M. Cuomo directs New York State agencies and authorities not to enter into any contracts with entities that have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected basis. The Contractor must provide the EO

177 Certification statement found at the following website address: OCFS-2647, EO 177 Certification prior to any contract award or renewal of any contract by OCFS. By signing this agreement, contactor certifies that it is in compliance with these provisions.

17. FEDERAL FUND ADVANCE REQUEST

Requests for advance payments on federally funded contracts must be made in accordance with 2 CFR Part 200, and in particular with 2 CFR section 200.305 and other applicable laws, rules and regulations. Requests for advance payments on federally funded contracts must be made, in writing, on the Federal Fund Advance Request form (OCFS-3900), pursuant to the process established by OCFS. OCFS will review and a determination will be made upon the contractor's submission of all required information. OCFS will recoup advance payments on federally funded contracts by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the third quarter of the contract period and in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and in accordance with the Federal Fund Advance Request Form (OCFS-3900). In the event a request for an advance payment on a federally funded contract is made in or later than the second quarter of the contract period, and such request is approved by OCFS, OCFS will recoup such advance payment by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the fourth quarter of the contract period in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and the Federal Fund Advance Request Form (OCFS-3900).

18. SPENDING ADJUSTMENTS

OCFS recognizes that actual costs incurred under the contract may be different from the projected costs in the approved contract budget. Upon the contractor's determination that certain budget line expenditures are going to exceed the amounts on those lines in the approved contract budget, the contractor must submit the required documentation as directed in the OCFS Budget Spending Adjustment Guidelines which shall be provided to the contractor upon initial contract approval and again with 90 days advance written notice if there are any changes to the process.

Budget spending adjustments that require prior approval must be submitted as directed in the OCFS Budget Spending Adjustment Guidelines and approved by OCFS prior to the effective date of the adjustment to allow for the processing of any claims related to costs exceeding the current approved contract budget categories. Any spending related to a budget spending adjustment requiring prior approval that is not submitted and approved prior to the effective date may result in the non-reimbursement of associated expenses.

All State funded budget spending adjustments will be subject to review by the OCFS Contract Compliance Unit to determine compliance with mandatory NYS MWBE requirements as stated in the Contract. Any spending adjustment that alters discretionary spending under the Contract may result in changes to your MWBE Spending Goal.

OCFS will not approve any budget spending adjustment during the final year of the Contract that appear to have the intent of spending down unexpended funds on equipment or other items that are not directly related to use in the current Contract period/term.

While there are occasions where it is necessary, OCFS discourages budget spending adjustments in the final quarter of the Contract.

19. STATE FINANCE LAW §139-I

New York State Finance Law §139-I, effective January 1, 2019, requires, in relevant part, that "[e]very bid . . . made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain [a] statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury. . . [that] '[b]y submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own

organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. The Contractor must provide the foregoing certification prior to any award being made by OCFS. For additional guidance on drafting an appropriate sexual harassment policy and developing appropriate training please refer to State Finance Law §139-l and <https://www.ny.gov/combating-sexual-harassment-workplace/employers#top>. By signing this agreement, contactor certifies that it is in compliance with these provisions.

Attachment A-2

Attachment A-2

Program Specific Terms and Conditions

Multiple Disciplinary Teams (MDT) and Child Advocacy Centers (CAC)

MDT/CAC's conduct investigations of physical abuse, sexual abuse, near death and deaths of children ages 0 to 18 years of age using cross discipline expertise; an environment staffed by and/or accessible to multiple disciplines for training and equipped to conduct initial and ongoing forensic interviews, case management, medical exams and psycho/social assessments in a child and family friendly setting. The MDT/CAC identifies opportunities for systemic changes and immediate interventions to enhance investigations and treatment of crimes against children.

New York State Social Services Law Section 423 requires all counties to use an MDT approach or a joint response with law enforcement to investigate reports alleging physical abuse, sexual abuse, fatalities, and cases where a child has been physically harmed after two prior reports by mandated reporters within the previous six months. New York Social Services Law 423-a establishes CACs that provides, among other things, sound program, fiscal, and administrative practices as well as inter-disciplinary protocols.

Per NYS Social Service Law, all CAC programs are approved by OCFS. All CAC programs must meet the 10 New York State program standards as listed below and/or any new or revised standards:

- **A Child Appropriate/Child Friendly Facility:** The child-focused setting is comfortable, private, and both physically and psychologically safe for diverse populations of children and their non-offending family members. It is preferable that the site be in a location separate from other service providers. However, it may be a special family/victim-oriented sub-facility within a larger agency.
- **Established Multidisciplinary Team (MDT):** There must be a well-functioning multidisciplinary child abuse investigation team in place with a protocol for the investigation and interviewing of child victims. The team must consist of representation from Child Protective Services, the District Attorney's office, law enforcement agencies, medical providers trained in forensic pediatrics, mental health professional/s, victim advocacy personnel, and child advocacy center staff. The team may also include other agencies involved with targeted cases.
- **Organizational Capacity:** A designated legal entity responsible for program and fiscal operations that implements sound administrative policies and procedures.
- **Cultural Competency and Diversity:** Culturally competent services must be routinely made available to all CAC clients and coordinated with the MDT response. There must be the promotion of policies, practices, and procedures that are culturally competent.
- **Forensic Interviews:** Forensic interviews must be conducted in a legally sound truth-seeking manner. Interviews must be of a child sensitive, unbiased, developmentally, and culturally appropriate, fact-finding nature; and are coordinated to avoid duplicative interviews.

Attachment A-2

- **Medical Evaluation:** Specialized medical evaluation and treatment services are made available to all children as part of the MDT response, either at the CAC or through coordination and referral with other specialized medical providers.
- **Mental Health:** Specialized trauma-focused mental health services, designed to meet the unique needs of the children and non-offending family members, must be routinely made available as part of the MDT response, either at the CAC or through coordination and referral with other providers, throughout the investigation and subsequent legal proceedings.
- **Victim Support and Advocacy:** Victim support and advocacy services must be made available to all children and their non-offending caretakers as part of the MDT response, throughout the investigation and prosecution, either at the CAC or through coordination and referral with other providers.
- **Case Review:** A formal process in which MDT discussion and information sharing regarding the investigation, case status, and services needed by the child and non-offending family members is to occur on a routine basis.
- **Case Tracking:** CACs must monitor case progress and track case outcomes for all MDT components. Minimally, all CACs are required to utilize and enter data into the "Collaborate" data tracking system.

LOCAL SHARE MATCH REQUIREMENT:

- There is no required local share match.

DESIGNATED PAYMENT OFFICE:

All reports, claims for reimbursement, and claims to account for the advance payment (if applicable), must be logged and completed on-line in the Contract Management System (CMS).

ADMINISTRATIVE CAPS:

Federal Awards:

- OCFS will reimburse the federally approved indirect cost rate for federally funded contracts up to any statutory caps required by the funding streams and in accordance with the terms and conditions of the federal award. A copy of the federally approved indirect cost agreement, with narrative, addendum, and an expiration date must be submitted as part of the proposal.
- If your agency does not have a federally approved indirect cost agreement, and your agency is a non-Federal entity that has never received a negotiated indirect cost rate, except for a governmental department or agency unit that receives more than \$35 million in direct Federal funding, you may elect to charge a de minimis rate of the rate in effect of modified total direct costs (MTDC). Please see federal regulations at 2 CFR 200.414(f) for the applicable legal requirements for this option.

Attachment A-2

- MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subcontract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subcontract in excess of \$50,000.
- Use of a federally approved indirect cost rate, or the de minimis rate, as described above, if applicable, must be in accordance with all applicable federal rules to include 2 CFR Part 200.
- No additional Administrative Expenses will be allowed beyond the federally approved indirect cost rate or, if applicable, the de minimis rate.
- All costs claimed under the contract must be directly attributable to the project. State Finance Law and Generally Accepted Accounting Principles require that any expense incurred over more than one funding source or program must be charged proportionately, and the method of allocation must be documented, and such documentation must be provided to OCFS upon request.

ALLOWABLE AND NON-ALLOWABLE COST:

All allowable and non-allowable costs for federal awards can be found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements are located under 45 CFR Part 75. In accordance with 45 CFR §75.101 Applicability, this program must comply with 45 CFR Part 75 in its entirety. **45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards**

Allowable Cost include but are not limited to*:

- Staffing, fringe benefits,
- Staff recruitment and on-boarding expenses (i.e., background checks, fingerprints, advertisement of posting),
- Project equipment and furniture,
- Computers and appropriate software for the project,
- Supplies, mailing and printing costs of project related flyers/pamphlets, educational materials,
- Staff travel costs, including per diems while in travel status, at the approved state travel rate. State rates are available at the following web address: <http://www.osc.state.ny.us/agencies/travel/travel.htm>,
- Occupancy Space Cost,
- Telephone installation and monthly billing,
- Consultants retained by a formal agreement that supports the program and workplan and milestones,
- Rental of space,
- Training and Staff Development expense,
- Payroll and Audit fees (these are to be 100% administrative expense in your budget if charged),

Attachment A-2

- Vendors may use funds for staff recruitment, retention and longevity bonuses unless prohibited by the funding source, statute related to the funding or program, or prohibited by the vendor's employment policy(ies), and
- Payroll and Audit fees (these are 100% administrative expense in your budget if charged).
- Pre-approval from OCFS is required **prior to purchase** of a vehicle or any equipment with a per unit cost over \$5000. You must inform your OCFS Program Manager prior to purchase for details on the pre-approval process, provide all required information and documentation and wait for notification of approval. Having the budget line for this purchase/expense does not in itself deem these expenses allowable.

The Contractor shall return the vehicle purchased with funds from this Agreement to the State at the Contractor's cost and expense if the vendor's program dissolves. In addition, the Contractor agrees to permit the State to inspect the vehicle and to monitor its use at reasonable intervals during the Contractor's regular business hours. The Contractor shall be responsible for maintaining and repairing the vehicle or equipment purchased or procured under the Master Contract at its own cost and expense once the agreement ends. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment once the agreement ends.

The Contractor agrees that the vehicle or equipment, when returned, shall be in the good condition. All components of the vehicle or equipment shall have been properly serviced, following the manufacturer's written operating and maintenance plan, such that the vehicle remains eligible under the manufacturer's standard, full-service maintenance warranty without OCFS incurring any expense to repair or rehabilitate the vehicle. If, in the opinion of OCFS, any item of the vehicle fails to meet the standards set forth above, the Vendor agrees to pay on demand all costs and expenses incurred in connection with repairing such item of the vehicle and restoring it to meet such standards.

Non-Allowable Cost include but are not limited to*:

- Capital development or acquisition costs such as purchasing buildings and major refurbishing/renovation of buildings,
- Out of state travel, unless approved by the OCFS Program Manager,
- Interest costs, including cost incurred to borrow funds,
- Costs of organized fund raising,
- Cost for preparation of continuation agreements or contracts and other proposal development costs,
- Costs for dues, incorporation fees, conferences, or meetings unless in connection with the project, and
- Lunch or meals at meetings or training programs.
- Supplanting current positions or responsibilities

This is not a comprehensive list. Any questions should be directed to OCFS*.

Attachment A-2

This contract is funded with Federal Child Abuse and Neglect State Grants and are subject to federal regulations that can be found at <https://www.acf.hhs.gov/grants/manage-grant/grant-award/non-discretionary-award-terms>. Funds made available through this grant shall be used to supplement and not supplant other Federal, State, tribal, and local public funds expended to provide services and activities that promote the objectives of this procurement.

ADDITIONAL PROGRAM REQUIREMENTS:

All contractors with subcontracts will provide oversight that minimally includes review of all program and fiscal reports and claims on a quarterly basis. The contractor will identify the person(s) responsible for this oversight. The subcontract agreement will include this requirement and will also include as applicable information regarding referrals of participants and respective responsibilities of the contractor and subcontract.

The contract term of January 1, 2025 – August 31, 2025, will be broken down into the following claiming periods and are due 15 days following the end of the claim period. Each program is required to complete a CAC/MDT program report and upload with each quarterly claim that speaks to performance target/s milestone achievements and quarterly updates. The contractor is required to establish at least one (1) performance target that covers the contract term in its entirety.

- Quarter 1: January 1, 2025 – March 31, 2025
- Quarter 2: April 1, 2025 – June 30, 2025
- Quarter 3: July 1, 2025 – August 31, 2025

**ATTACHMENT A-3 SUBRECIPIENT
Federal Fund Vendor Determination
January 2024**

- This contract is funded in whole or in part with Federal funds. See following pages for federal requirements.
- OCFS has determined that the Vendor IS NOT a Subrecipient.
- OCFS has determined that the Vendor IS a Subrecipient.

Attachment A-3

Rev. 1-19-2024

Federally Funded Grants and Requirements Mandated by Federal Laws

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Office of Family and Children Services (OCFS).

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (PL 88-352) and Executive Order Number 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

13. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

14. This contract is funded in whole or part with federal funds. OCFS is a pass-through entity of these federal funds. The vendor may be determined, as shown on Attachment A-3, to be a sub-recipient of federal funds or assistance. Sub-recipients of federal funds or assistance have the responsibility of reporting to OCFS in addition to the sub-recipient's responsibility to file reports with the federal clearinghouse designated by Office of Management and Budget (OMB). If this contract will require the sub-recipient to expend \$750,000 or more of federal funds from this contract, or in total with other contracts or grants of federal funds or assistance in the sub-recipient's fiscal year, regardless of the source of the funding, the sub-recipient is required to comply with the terms and provisions of the 2 CFR Part 200 (Subparts A – F) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or, if applicable, 45 CFR Part 75 or other applicable federal regulation. The sub-recipient will notify OCFS if it reasonably expects to expend the sum of \$750,000 of federally derived funds, in its fiscal year, as soon as it has notice of awards, grants or contracts totaling \$750,000 in federal funds but in no event later than the close of the calendar year. The sub-recipient will have an audit performed pursuant to the requirements of 2 CFR Part 200 (Subparts A – F) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or, if applicable 45 CFR Part 75 or other applicable federal regulation, and provide OCFS with the required reports within 30 days of the sub-recipient's receipt of the independent audit report or within 9 months after the close of the sub-recipient's fiscal year, whichever event is sooner.

15. Certifies that Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the ProChildren Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the applicant/grantee certifies that it will

comply with the requirements of the Act. The grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions of children's services and all subgrantees shall certify accordingly.

16A. 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 4. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

5. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 6. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph four). 7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes: Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance: Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees: (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant: and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement: consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

16B. Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices.

C030538 Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following

actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

16C. Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

17. Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form- LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18A1. Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary

participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

18A2. (1) Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

18B.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

18B.2 a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. By signing and/or submitting this application or grant agreement, vendor agrees to comply with the Contract for Grants – Standard Terms and Conditions including, but not limited to, provision E, Records and Audits, and Attachment D, provision C, Refunds. The vendor further acknowledges that any Federal funds due to the OCFS or the State of New York as a result of overpayments or final State or Federal audit determinations that disallow expenditures that occurred during the contract term must be repaid as set forth in Attachment D, provision C, Refunds and as set form in Attachment A-1 section 8 entitled 'Refunds'.

Attachment B Budget

A-1 Summary of Personnel Costs

Position/Title	Annual Salary	% of Time	Salary times % of Time**	Local Share	OCFS Grant Funds	Total Cost
Staff Retention Bonus (P)	\$13,200		\$0		\$13,200	\$13,200
			\$0			\$0
Senior Victim Advocate (P)	\$69,699		\$0			\$0
Victim Advocate (P)	\$67,804		\$0			\$0
Office Assistant (P)	\$48,640		\$0			\$0
DA's Office Special Victim Investr/Forensic Interviewer (P)	\$85,000		\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
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			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
1. Personnel Total				\$0	\$13,200	\$13,200
2. Fringe Benefits Total	Enter Rate:					\$0
3. Total Personal Services Costs			0	\$0	\$13,200	\$13,200

** The figures in the column are for comparison purposes only. It may not exactly equal the Total Cost figure.

A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above.
Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title:

Enter Role/Responsibility Below

Due to current vacancies, staff have been required to take on additional responsibilities. To mitigate this impact, we plan to allocate funds to support CAC project staff retention and ensure a smooth transition as we work to fill these positions. A one time stipend will be provided equally at \$ 3,300 to the following positions:
Senior Victim Advocate, Victim Advocate, Office Manager, DA's Office Special Victim Investigator/Forensic Interviewer

2. Title:

Enter Role/Responsibility Below

3. Title:

Enter Role/Responsibility Below

Position provides direct services to clients including crisis intervention, case management, court support and counseling. The position also assists with training and supervision of the victim advocate, student interns and volunteers. Salary is based on position title and grade determined by the Putnam County Personnel Department. Position has assumed additional responsibilities coordinating forensic interviews with MDT members due to a vacancy and a one time stipend will be provided at \$3,300 to mitigate the impact and support staff retention.

4. Title:

Enter Role/Responsibility Below

Position provides direct services to clients including crisis intervention, case management, court support and counseling. Salary is based on position title and grade determined by the Putnam County Personnel Department. Position has assumed additional responsibilities assisting with outreach efforts due to a vacancy and a one time stipend will be provided at \$3,300 to mitigate the impact and support staff retention

5. Title:

Enter Role/Responsibility Below

Position is responsible for managing the CAC database, tracking cases and providing administrative support to all CAC staff and MDT members. Additional responsibilities include greeting families, supervising families in the waiting area, surveying clients, generating statistical reports, coordinating meeting schedules. Salary is based on county approved budget. Position has assumed additional responsibilities coordinating MDT case review meetings, entering new cases in data base and assisting with outreach efforts due to vacancy and a one time stipend will be provided at \$3,300 to mitigate the impact and support staff retention.

6. Title: DA's Office Special Victim Investigator/Forensic Interviewer (P)

Enter Role/Responsibility Below

Responsibilities for this position include conducting forensic interviews with crime victims, including Spanish speakers and individuals with special needs, and serving as a liaison for the Putnam County Children's Advocacy Center. Responsibilities include public speaking on topics like trauma-informed interviews and sexual assault awareness, translating statements, investigating major crimes, assisting with child death and Internet-related cases, and supporting prosecutions by gathering evidence and interviewing witnesses. Position has assumed additional responsibilities functioning as primary forensic interviewer due to vacancy and a one time stipend will be provided at \$3,300 to mitigate the impact and support staff retention.

7. Title:

Enter Role/Responsibility Below

[Empty box for role/responsibility details]

8. Title:

Enter Role/Responsibility Below

[Empty box for role/responsibility details]

9. Title:

Enter Role/Responsibility Below

[Empty box for role/responsibility details]

10. Title:

Enter Role/Responsibility Below

[Empty box for role/responsibility details]

11. Title:

Enter Role/Responsibility Below

12. Title:

Enter Role/Responsibility Below

13. Title:

Enter Role/Responsibility Below

14. Title:

Enter Role/Responsibility Below

15. Title:

Enter Role/Responsibility Below

16. Title:

Enter Role/Responsibility Below

17. Title:

Enter Role/Responsibility Below

18. Title:

Enter Role/Responsibility Below

19. Title:

Enter Role/Responsibility Below

20. Title:

Enter Role/Responsibility Below

B4. Contractual/Consultant

Item	Local Share	OCFS Funds	Total Costs
Contractual Space Cost(s) (P)		\$0	\$0
Consultant(s) (P)		\$7,500	\$7,500
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Contractual/Consultant Costs	\$0	\$7,500	\$7,500

Enter Budget Narrative Below:

Contractual Space Costs (P)- This line covers contractual occupancy cost(s). They may include, but are not limited to: rental/lease of space occupied by staff to conduct routine office work, visits with clients, or meetings. Additional costs may include, but are not limited to: landscaping, snow and garbage removal, storage, and minor renovations and repairs needed to set up and relocate to new site that are otherwise not covered.

Consultant(s) (P) - This line will cover the cost of contracting for services. Examples include, but are not limited to: clinical supervision, task-related changes with new best practice standards, staffing needs, marketing, graphic design, data analysis, program evaluation, staff development and training, policy manual development, and all activities that support the work plan and meeting performance targets and indicators.

Contractual/Consultant agreements will be uploaded to CMS prior to claiming. All subcontractors or consultant arrangements, including vendor, consultant, and purchase of service agreements to provide any services outlined in or associated with the project, must be by written agreement. All proposed agreements must be submitted to the OCFS Program Manager and have written approval by OCFS.

B5. Travel

Reimbursement for travel, lodging, and mileage costs must not exceed the State rates in effect at the time the person traveled.

Item	Local Share	OCFS Funds	Total Costs
Travel Expenses (P)		\$0	\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Travel Costs	\$0	\$0	\$0

Enter Budget Narrative Below:

Travel Expenses (P) - This line will be used to cover staff travel expenses to support the work plan and outcomes of the contract related tasks. Expenses may include, but are not limited to: travel to support activities listed in the work plan, such as conferences, staff development opportunities, trainings and meetings as they become available and are scheduled throughout the year. Other travel expense examples may include home visits, assessments, enrollments, intake and outreach, shadowing of staff on home visits, performing quality assurance at home visits, travel to local agencies, as well as travel to perform duties, meet performance goals, and meet client needs. Examples of cost may include, but are not limited to: mileage reimbursement, transportation cost (for airfare, car service, taxi, app-taxis or e-taxis such as Uber and Lyft, train, bus, metro cards, tolls) parking costs (excluding fines, such as parking and/or traffic violations), and valet, hotel, and per diem costs.

All travel reimbursements will not exceed NYS travel rates in effect. Out of state travel must be pre-approved by your NYS OCFS Program Manager prior to when reservations/arrangements are made. Reimbursement for travel, lodging and mileage costs will not exceed the State rates then in effect. Travel, mileage and per diem rates must reflect the latest approved policies and rates set forth by the NYS Office of the State Comptroller (OSC). Rates apply based on where the destination is located, not the location of the program/agency.

B6. Equipment

Item	Local Share	OCFS Funds	Total Costs
Computer/Technology Devices/Equipment and Property (P)		\$45,000	\$45,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Equipment Costs	\$0	\$45,000	\$45,000

Enter Budget Narrative Below:

Computer/Technology Devices/Equipment and Property (P) - means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$10,000. This line will be used to incorporate any reasonable equipment expenses, based on program need, which may arise throughout each year and would not otherwise be covered by local share or within other budget categories. Examples of purchases may include, but are not limited to: computing devices, printer/copiers, furniture and property. The budgeted amount will be used to purchase a vehicle to be used by CAC staff to carry out their job responsibilities.

Contractor must maintain adequate records on all equipment purchases; this includes equipment purchased by subcontractors. See Contract Development Instructions for items that must be included on the equipment inventory list. Upon request from OCFS, the contractor must provide an equipment inventory list that includes model and serial numbers for all equipment purchases included on the claim expense report.

B7. Supply Costs

Item	Local Share	OCFS Funds	Total Costs
Office Supplies (P)		\$0	\$0
Program Supplies (P)		\$766	\$766
Printing/Copying and Outreach Supplies (P)		\$0	\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Supply Costs	\$0	\$766	\$766

Enter Budget Narrative Below:

Office Supplies (P) - Office supplies may include, but are not limited to: paper, pens, folders, binders, paper clips, highlighters, staplers, staples, post-it notes, toner and small office equipment.

Program Supplies (P) - This line covers the cost of items used by program staff and program participants (Insert program need here. For example: to educate and support positive PCI, bonding and attachment, decrease social isolation, and promote child development and health). Examples of supplies may include, but are not limited to: DVDs, books, educational toys, curriculum, furnishings and building decorations

Printing/Copying and Outreach Supplies (P) - This line will be used to support staff and families as we carry out the program in a manner consistent with the work plan and achievement of outcomes. This line will also support outreach and promotion of the program. Examples of supplies and costs may include, but are not limited to: paper, toner, outreach items, brochures and printed material as well as maintenance and repair of copier and printers, as needed. This is 100% utilized by the program but due to budget constraints we are only able to charge a portion of the estimated annual cost.

B8. Other Expenses

Item	Local Share	OCFS Funds	Total Costs
Technology/Communications Expenses (P)		\$0	\$0
Vehicle Expenses (P)		\$0	\$0
Training and Staff Development (P)		\$200	\$200
Unforeseen Miscellaneous Expenses		\$0	\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Other Expenses	\$0	\$200	\$200

Enter Budget Narrative Below:

Technology/Communications Expenses (P) - This line will be used for, but not limited to: mobile hot spots (Mi-Fi), Internet service (Wi-Fi), office phones and/or cell phones. Expenses may include, but are not limited to: purchase and/or replacement of the items, recurring costs and repairs as needed during the contract term.

Vehicle Expenses: (P) : Ongoing vehicle expenses include insurance.

Training and Staff Development (P) - This line item is to help develop skills and define roles and responsibilities throughout the program. This line will be used for training and conferences expenses, curriculum relevant to the needs of the program, including but not limited to: staff and professional development, work plan and targets. Estimated cost will cover registration fees for CAC staff and MDT-Members, materials/supplies, non-contractual fee for training space, non-contractual trainer/speaker fee, MDT Team Members travel expenses who are not employed by the CAC agency (all travel reimbursement expenses will not exceed the NYS Travel Rates in effect; travel included within contractual/consultant agreements should not be captured here).

Unforeseen Miscellaneous Expenses (P) - This line will be used to incorporate unforeseen expenses that align with or support the contract's work plan, goals, and objectives and are not included in other budget categories. This line may not be used without prior approval by your OCFS Program Manager.

Contractor Name:	Putnam County Department of Social Services
Period of Budget:	01/01/2025-08/31/2025
Contract Number:	C030536

**ATTACHMENT B
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category	Local Share/ Local Match (if applicable)	OCFS Funds	Total Project Cost
A. Personal Services			
1. Project Staff Salaries	\$0	\$13,200	\$13,200
2. Fringe Benefits			\$0
3. Total (Lines 1 + 2)	\$0	\$13,200	\$13,200
B. Non-Personal Services			
4. Contractual/Consultant	\$0	\$7,500	\$7,500
5. Travel/Per Diem	\$0	\$0	\$0
6. Equipment	\$0	\$45,000	\$45,000
7. Supplies	\$0	\$766	\$766
8. Other Expenses	\$0	\$200	\$200
9. Total (Total Lines 4 to 8)	\$0	\$53,466	\$53,466
C. Project Total (Lines 3 + 9)	\$0	\$66,666	\$66,666

Local Match (if required) Use *calculation below
--

***Local Match Calculation** = % of matching funds (if required in the RFP or contract agreement) X OCFS grant award.

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

Local Share/Match Breakdown

	Source	Amount
A. Cash Donations		
B. In-Kind Donations		
C. Volunteers/Intern		
D. Fees for Service		
E. Unrestricted Cash or Fund Balance		
F. Grants:		
- Other grants supporting this project		
Amount of OCFS Funds		\$66,666
Non-OCFS Funds supporting this project		
Total		\$66,666

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

Attachment C Work Plan

ATTACHMENT C - WORKPLAN

Contract #C030535
01/01/2025 – 08/31/2025

Putnam County Department of Social Services Child Advocacy Center of Putnam County MDT/CAC SUPPLEMENTAL WORK PLAN

PROJECT PLAN: The CAC of Putnam County will use the requested funds to improve the services and facilities of the program. For Child Abuse Awareness Month, we plan on inviting a keynote speaker, for our Champion for Children's Breakfast event. This event is crucial for raising awareness for child advocacy issues and fostering collaboration among stakeholders.

Additionally, a portion of the funds will be utilized to enhance the physical environment of our center by purchasing decorations and furnishings. A visually appealing and well-maintained space is crucial in creating a welcoming and supportive atmosphere for children and families. This initiative not only benefits the families we serve but also contributes to a trauma-informed workspace for our staff and team members.

Funds will also be used to support staff retention. Prolonged vacancies have placed an increased burden on existing staff, compelling them to take on additional responsibilities to ensure that crucial services continue without interruption. This stipend serves as a acknowledgment of the extra efforts made by staff members who have stepped up in a challenging time. By providing this retention stipend, we not only help mitigate burnout and maintain morale but also reinforce our commitment to supporting the vulnerable victims who rely on our essential services.

Finally, we seek to use funds to purchase a vehicle. Currently, the CAC has only one designated vehicle, which is restricted to use by staff assigned to a specific grant. These restrictions hinder our ability to efficiently serve clients and fulfill the responsibilities of all staff.

Through these initiatives, we aim to enhance our services, facilities, and team dynamics to better serve children and families in need

ATTACHMENT C - WORKPLAN

Performance Target(s) and Milestone Chart

Program Standard: Organizational Capacity

PERFORMANCE TARGET #: 1

CAC/MDT members will participate in relevant education and training opportunities.

<u>First Quarter Milestone(s):</u>	<u>01/01/2025-03/31/2025</u>	<u>Verification of Milestones</u>
1. Will contract with keynote for our Champion's for Children Breakfast		Copy of agreement

<u>Second Quarter Milestone(s):</u>	<u>04/01/2025-06/30/2025</u>	<u>Verification of Milestones</u>
1. Will research consultants to facilitate and locations to hold a team training		1. . A copy of the agreement and agenda and will verify plans for a team retreat
2.MDT members will attend the Champion's for Children Breakfast		2. List of attendees will verify team members in attendance

Program Standard: Child Appropriate/Child- Friendly Setting

PERFORMANCE TARGET #: 2

The CAC will improve the physical environment and make it visually appealing to create a welcoming and supportive atmosphere for children and families.

<u>Third Quarter Milestone(s):</u>	<u>6/01/2025-08/31/2025</u>	<u>Verification of Milestones</u>
1. Purchase of furnishings		Copy of invoice
2.		
3.		

Attachment D

**ATTACHMENT D
PAYMENT AND REPORTING**

A. General Terms and Conditions:

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

Contract Number: # _____

Page 1 of 5, Attachment D – Payment and Reporting

January 2024

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

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

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

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

B. Advance Payments and Claiming Requirements:

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

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

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

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

Schedule A: Claiming Requirements

Schedule A: Claiming Requirements			
1	Advance (%)	See Attachment A-1 for Federal Fund Advance Requests	
2	Quarterly Reimbursement	Third Month of the Period	15 Days
3	Quarterly Reimbursement	Sixth Month of the Period	15 Days
4	Quarterly Reimbursement	Eighth Month of the Period	15 Days
5	Quarterly Reimbursement	N/A	N/A

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

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

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

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

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

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

Expenditure Report Required

Contract Number: # _____

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

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

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

1. *Narrative/Qualitative Report*: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
2. *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).
3. *Final Report*: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report*: The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

1	Work Plan Based	Third Month of the Period	15 Days
2	Work Plan Based	Sixth Month of the Period	15 Days
3	Work Plan Based	Eighth Month of the Period	15 Days
4	Work Plan Based	N/A	N/A

E. Special Payment and Reporting Provisions

1. Expenditure-Based Reports (select the applicable report type):

- Narrative/Qualitative Report (Progress Reporting)**
 The Contractor will submit, on a quarterly basis, not later than 15 from the end of the quarter.
- Statistical/Quantitative Report**
 The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter.
- Expenditure Report**
 The Contractor will submit, on a quarterly basis, not later than ¹⁵____ days after the end date for which reimbursement is being claimed.
- Final Report**
 The Contractor will submit the final report no later than _____ days after the end of the contract period.
- Consolidated Fiscal Report (CFR)**
 The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual.

2. Recoupment Language (if applicable)

Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

Attachment MWBE

Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures

Revised January 2018

I. General Provisions

- A. The Office of Children and Family Services ("OCFS") is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OCFS, to fully comply and cooperate with OCFS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds, assessment of liquidated damages pursuant to Section VII of this Attachment and such other remedies are available to OCFS pursuant to the Contract and applicable law.

II. Contract Goals

- A. For purposes of this Contract, OCFS hereby establishes an overall goal of **0%** for MWBE participation, **0%** for New York State-certified minority-owned business enterprise ("MBE") participation and **0%** for New York State-certified women-owned business enterprise ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
- D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - 1. Evidence of outreach to MWBEs;
 - 2. Any responses by MWBEs to the Contractor's outreach;
 - 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OCFS with MWBEs; and,
 - 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity ("EEO")

OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
 - 1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The Contractor shall submit an EEO policy statement to OCFS within seventy-two (72) hours after the date of the notice by OCFS to award the Contract to the Contractor.

Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, OCFS may require the Contractor or subcontractor to adopt a model statement (see Form – OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. OCFS-4629 – Project Staffing Plan Form

This section applies to OCFS contracts with a total value in excess of \$250,000 only.

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by OCFS. Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

D. OCFS-2171 – Workforce Utilization Report Form

This section applies to non-grant contracts only.

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by OCFS on a quarterly basis during the term of the Contract. The completed Workforce Utilization Report must be submitted via email to eeo@ocfs.ny.gov no later than 10 days following the end of each quarter during the term of the Contract.
 2. Separate forms shall be completed by the Contractor and any subcontractors.
 3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

OCFS-4361 – MWBE Utilization Plan Form

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by OCFS, through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to OCFS, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OCFS shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through a non-electronic method provided by OCFS (OCFS-4442 – MWBE Request for Waiver Form). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, OCFS shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If OCFS, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, OCFS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

OCFS-4441 – MWBE Quarterly Report Form

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to OCFS by the 10th day following the end of each quarter during the term of the Contract. Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

VII. Liquidated Damages - MWBE Participation

- A. Where OCFS determines that the Contractor is not in compliance with the requirements of this Attachment and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to OCFS liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by OCFS, the Contractor shall

pay such liquidated damages to OCFS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

#600

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

APPROVAL – CONFIRMATION – APPOINTMENT - DIRECTOR OF THE OFFICE FOR SENIOR RESOURCES

WHEREAS, County Executive Kevin M. Byrne has appointed Marlene Barrett as Director of the Office for Senior Resources, pursuant to Article 12, Section 12.04 of the Putnam County Charter; and

WHEREAS, Marlene Barrett has served as Deputy Director of the Office for Senior Resources since April 2023 and possesses the requisite knowledge, experience, and qualifications to serve as the Director of the Office for Senior Resources for the County of Putnam; and

WHEREAS, the Personnel Committee of the Putnam County Legislature has considered and approved this appointment; now therefore be it

RESOLVED, that the Legislature hereby confirms the appointment of Marlene Barrett as the Director of the Office for Senior Resources for the County of Putnam, pursuant to Article 12, Section 12.04 of the Putnam County; and be it further

RESOLVED, that Marlene Barrett shall serve at the pleasure of the County Executive as Director of the Office for Senior Resources; and be it further

RESOLVED, that this appointment shall comply with the requirements to file an Oath of Office pursuant to the New York State Public Officers Law.

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



*cc: all
Pers*

**PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE**

January 6, 2025

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

Dear Ms. Schonfeld,

It is my privilege to appoint Ms. Marlene Barrett as Director of the Office for Senior Resources of Putnam County in accordance with Article 12, Section 12.04 of the Putnam County Charter, subject to confirmation by the Putnam County Legislature. A copy of her resume is attached.

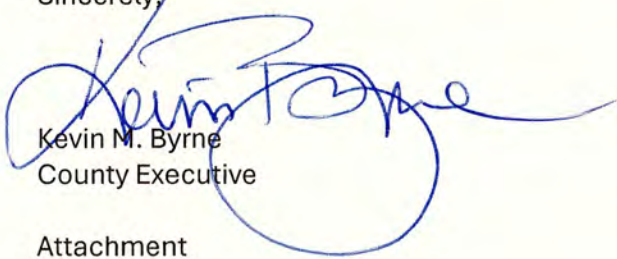
Ms. Barrett has served as the Deputy Director of the Office for Senior Resources of Putnam County since April 2023 and has worked in the department serving our seniors since November 2011.

I wholeheartedly recommend confirmation of Ms. Barrett's appointment as Director of the Office for Senior Resources by the Putnam County Legislature at a salary of \$113,234.

Please let this office know if you require any additional information.

Thank you for your prompt consideration of Ms. Barrett's appointment.

Sincerely,


Kevin M. Byrne
County Executive

Attachment

cc: Michael C. Bartolotti, County Clerk
Paul Eldridge, Personnel Officer

2025 JAN - 7 PM 4: 08
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

MARLENE G. BARRETT

PROFESSIONAL SUMMARY

Dependable long-term employee seeking opportunity to expand skills and continue to contribute to departmental growth and success. Considered hardworking, ethical and detail-oriented.

SKILLS

- Communication
- Budget Development
- Time Management
- Program Oversight
- Enhances Team Performance
- Problem-Solving
- Collaboration
- Detail-Oriented
- Critical Thinking

EXPERIENCE

Deputy Director

April 2023 - Current

Putnam County Office for Senior Resources | Carmel, New York

- Assists the Director in overseeing 70+ employees across five locations, three of which are satellite buildings.
- Interim supervisor for the Nutrition and Transportation Programs and Fiscal department until vacancies were filled.
- Direct supervisor for the Outreach, Case Management, Helping Hands, HIICAP and Social Adult Day Services programs.
- Act for and in the place of the Director in their absence.
- Manage daily operations and provide support to the Director.
- Participated in hiring decisions by conducting interviews and evaluating candidates' qualifications.
- Reviewed and approved employee overtime records for accuracy before submission to payroll processing.
- Trained new employees on department processes and culture.
- Acted as liaison between executive leadership and staff members to ensure information was accurately conveyed.
- Provided guidance on professional development opportunities for staff members, including trainings available within the organization or externally.
- Delegate tasks to employees according to their strengths and skillsets.
- Ensured compliance with relevant mandates, regulations, and department best practices.
- Developed and implemented Social Adult Day Services policies and procedures.
- Involved with the creation and evaluation of Request for Proposals.
- Collaborated with other County departments and local organizations to achieve program and departmental objectives.
- Facilitate interdepartmental collaboration through regular communication with staff members from other programs.
- Monitor elevated client cases and report updates to the Director.
- Assist in the creation of reports, presentations, and other documentation as needed by the Director.
- Foster positive work environment by promoting teamwork and open communication among staff members.
- Support financial management tasks such as budgeting and forecasting. Involved in two department budget cycles.

- Resolve conflicts between team members in a professional manner.
- Assist in transforming internal structure to meet changing operational demands.
- Chair internal meetings with varied program staff members.
- Continue to collect and format the annual Senior Guide publication.
- Attends the Aging Concerns Unite Us (ACUU) Conference to stay current on aging issues, enhance departmental strategies, and expand professional network.

Case Manager

November 2011 - April 2023

Putnam County Office for Senior Resources | Carmel, New York

- Conducted intake interviews and assessments, as assigned, and works with clients 60 years of age and older and/or their family members to assess needs and refer appropriately to available programs and services through the Office for Senior Resources (OSR).
- Made referrals to other agencies when indicated, and assisted clients in obtaining additional resources.
- Provided guidance to clients and their family members with filling out applications and gathering documentation for SNAP, Medicaid, Rental Assistance and/or senior housing.
- Coordinated the Expanded In-home Services for the Elderly (EISEP)/ Consumer Directed In-home Services (CDIS) programs with assessments, financial reviews, billing, and agency evaluations.
- Responsible for gathering the necessary pre-contract documentation, entering information into MUNIS, and obtaining current insurance for OSR contracts.
- Collected and formatted articles for the past nine Senior Guide publications.
- Assisted with the creation and implementation of the Helping Hands Homecare program.
- Assisted with implementation of the "Get Up and Go" Taxi Voucher program. Including creation of program documentation and forms
- Master Trainer and Peer Leader for the Chronic Disease Self-Management Program (CDSMP).
- Represented OSR at the Live Healthy Putnam Coalition, County Wellness and Walking Program meetings.
- Redesigned the At-Risk Seniors list.
- Past Alternate Certifier for the Home Energy Assistance Program (HEAP), under the supervision of the Department of Social Services. Duties include interviewing clients and processing applications to determine eligibility.
- Past certified co-coordinator of the Long-Term Care Ombudsman program, including oversight of volunteers.

EDUCATION

Master of Science - Psychology, Sport
Capella University, Minneapolis, Minnesota

Bachelor of Science - Exercise Science
Sacred Heart University, Fairfield, Connecticut

Minor: Psychology

CERTIFICATIONS

- Women in Leadership Certificate Program, *in progress*, Mercy University, Expected Completion: Dec 2024
- Notary Public, New York State, Commission expires March 2027
- Certified Case Manager, New York, Case Management Professional Training Program, 2020

**APPROVAL/CONFIRMATION/ APPOINTMENT/DIRECTOR OF THE OFFICE FOR
SENIOR RESOURCES**

WHEREAS, County Executive Kevin M. Byrne has appointed Marlene Barrett as Director of the Office for Senior Resources, pursuant to Article 12, Section 12.04 of the Putnam County Charter; and

WHEREAS, Marlene Barrett has served as Deputy Director of the Office for Senior Resources since April 2023 and possesses the requisite knowledge, experience, and qualifications to serve as the Director of the Office for Senior Resources for the County of Putnam; and

WHEREAS, the Personnel Committee of the Putnam County Legislature has considered and approved this appointment; now therefore be it

RESOLVED, that the Legislature hereby confirms the appointment of Marlene Barrett as the Director of the Office for Senior Resources for the County of Putnam, pursuant to Article 12, Section 12.04 of the Putnam County; and be it further

RESOLVED, that Marlene Barrett shall serve at the pleasure of the County Executive as Director of the Office for Senior Resources; and be it further

RESOLVED, that this appointment shall comply with the requirements to file an Oath of Office pursuant to the New York State Public Officers Law.

2025 JAN - 7 PM 4:49
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

#6bb

Approval – Confirmation – Appointment

Public Health Director

bcc

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

APPROVAL – BUDGETARY AMENDMENT (25A005) – HEALTH DEPARTMENT – RECLASSIFICATION - NEW PUBLIC HEALTH DIRECTOR & MEDICAL CONSULTANT

WHEREAS, per the Putnam County Legislature’s approval of the County Executive’s appointment of a Public Health Director, the Commissioner of Finance has requested a budgetary amendment (25A006) to make the following Personnel changes:

- **Change Title of Interim Commissioner of Health position #10401000 51000 10116 at a salary of \$226,050 to Public Health Director position #10401000 51000 10119 at a salary of \$155,000**
- **New position of Medical Consultant position #10401000 51000 10120 at a salary of \$110,000**

WHEREAS, said changes shall be effective on or about March 25, 2025; and WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that Resolution #357 of 2024 setting the Salaries for Officers and Employees paid from County Funds is hereby amended for the following positions:

Budget Line:	Positions:	Salary:
10401000 51000 10116	Interim Commissioner of Health	226,050 to 0
10401000 51000 10119	Public Health Director	0 to 155,000
10401000 51000 10120	Medical Consultant	0 to 110,000

And be it further

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Decrease Appropriations:

10401000 51000 10116	Pers. Serv – Interim Comm of Health	175,817
10401000 58002 10116	FICA – Interim Comm of Health	13,450
10199000 54981	Subcontingency for Medical Consultant	<u>110,000</u>
		299,267

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

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

Increase Appropriations:

10401000 51000 10119	Pers. Serv – Public Health Director	120,556
10401000 58001 10119	Retirement – Public Health Director	2,346
10401000 58002 10119	FICA - Public Health Director	15,768
10401000 58003 10119	Disability - Public Health Director	182
10401000 58004 10119	Workers Comp - Public Health Director	256
10401000 58006 10119	Dental Insurance - Public Health Director	687
10401000 58007 10119	Life Insurance - Public Health Director	486
10401000 58008 10119	Health Insurance - Public Health Director	16,008
10401000 58009 10119	Vision Insurance - Public Health Director	93
10401000 58011 10119	FLEX - Public Health Director	1,084
10401000 51000 10120	New Medical Consultant	85,556
10199000 54980	Contingency	<u>56,245</u>
		299,267
	2025 Fiscal Impact (\$56,245)	
	2026 Fiscal Impact – 0 –	

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



cc: all
Pers.
AVA

Reso

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk
From: Sheila M. Barrett, First Deputy Commissioner of Finance
Re: Budgetary Amendment - **25A005**
Date: February 12, 2025

2025 FEB 13 PM 1:18
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

General Fund:

Decrease Appropriations:

10401000.51000.10116	Personnel Services - Interim Comm of Health	175,817
10401000.58002.10116	FICA - Interim Comm of Health	13,450
10199000.54981	Subcontingency for Medical Consultant	110,000
		<hr/>
		299,267

Increase Appropriations:

10401000.51000.10119	Personnel Services - Public Health Director	120,556
10401000.58001.10119	Retirement - Public Health Director	2,346
10401000.58002.10119	FICA - Public Health Director	15,768
10401000.58003.10119	Disability - Public Health Director	182
10401000.58004.10119	Workers Comp - Public Health Director	256
10401000.58006.10119	Dental Insurance - Public Health Director	687
10401000.58007.10119	Life Insurance - Public Health Director	486
10401000.58008.10119	Health Insurance - Public Health Director	16,008
10401000.58009.10119	Vision Insurance - Public Health Director	93
10401000.58011.10119	FLEX - Public Health Director	1,084
10401000.51000.10120	New Medical Consultant	85,556
10199000.54980	Contingency	56,245
		<hr/>
		299,267

Adjust Personnel Services Budget to reflect changes in Health Department.

Fiscal Impact - 2025 - (\$56,245)

Fiscal Impact - 2026 - \$ 0

Please forward to the appropriate committee.

Approved:

Kevin M. Byrne
County Executive

#600

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

**RATIFICATION OF CIVIL SERVICE EMPLOYEE’S ASSOCIATION, INC. (CSEA)
 COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the negotiating teams for the County of Putnam (“the County”) and the CSEA, Local 1000, AFSCME, AFL-CIO, Putnam County Unit #8510, Putnam County Local 840 (“the CSEA”) met on November 20, 2023, December 14, 2023, January 4, 2024, January 18, 2024, February 1, 2024, February 15, 2024, March 5, 2024, March 14, 2024, April 4, 2024, April 17, 2024, June 13, 2024, July 31, 2024, November 26, 2024 and December 19, 2024 to discuss amended contract language and terms and conditions of employment; and

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

WHEREAS, a Memorandum of Agreement (“MOA”, see attached as Schedule A) was executed by Putnam County Executive Kevin M. Byrne, and representatives of the CSEA in which all of the terms and conditions of employment of its members were outlined; and

WHEREAS, the membership of the CSEA met on January 30, 2025 to vote to ratify the MOA; and

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

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

RESOLVED, the Putnam County Legislature hereby approves and ratifies the Memorandum of Agreement, dated December 19, 2024 which was entered into with the CSEA for the period of January 1, 2024 through and including December 31, 2028.

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

MEMORANDUM OF AGREEMENT

By and Between the

***County of Putnam
("County")***

and the

***CSEA, Local 1000 AFSCME, AFL-CIO
Putnam County Unit #8150
Putnam County Local 840
("CSEA" or "Union")***

The January 1, 2017 through December 31, 2023 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions of the Agreement shall remain unchanged except the modification of dates and other housekeeping modifications where applicable. This Memorandum of Agreement shall be subject to approval/ratification by the Putnam County Legislature and the membership of the CSEA. Members of the respective negotiating teams affirm that they shall support the approval/ratification of this Memorandum of Agreement by their respective bodies.

1. ***Term of Agreement.*** January 1, 2024 – December 31, 2028.

2. ***Article IV, Section I – Salary.***

Effective and retroactive to January 1, 2024, each step on the salary schedule shall be increased by \$1,850 or 2.75%, whichever is higher.

Effective and retroactive to January 1, 2025, each step on the salary schedule shall be increased by 2.75%.

Effective January 1, 2026, each step on the salary schedule shall be increased by 2.75%.

Effective January 1, 2027, each step on the salary schedule shall be increased by 2.75%.

Effective January 1, 2028, each step on the salary schedule shall be increased by 3.00%.

3. *Article III, Work, Workweek, Workday, Section A, Office Personnel, Other than Highway Engineering and Nursing.*

Modify to provide that the workday for OSR is 8:00 a.m. to 4:00 p.m. except for Food Service Helper and Cook, which is 7:00 a.m. to 3:00 p.m.

4. *Article III, Work, Workweek, Workday, Section I, Variation of Workweek-Workday.*

Modify provision to read as follows:

Section I – Variation of Workweek – Workday

1. Variation of Workweek: The County may schedule a variation of the normal workweek with respect to starting and quitting times for certain departments consisting of a workweek of thirty-five (35) hours exclusive of a daily one (1) hour lunch period. The Departments and titles are as follows:

- Building Maintenance (forty (40) hour employees)
- County Clerk and Motor Vehicle
- Information Technology
- Finance
- Mental Health
- Office For Senior Resources ~~– all titles (Aging Service Aide, Aging Service Aide II, Day Care/Home Helper, Food Service Helper, OSR Drivers, Nutrition/SNAP Food Services Aide I, Nutrition/SNAP Food Services Aide II, SNAP Assistant Aide/Driver)~~
- Probation (Officers, Assistants and Trainees)
- Social Services (Investigators)
- Parks (forty (40) hour employees)
- Youth Bureau – all titles

Notes:

1. Employees assigned to Building Maintenance and Parks work a 40-hour workweek, exclusive of a 1/2 hour meal period.
2. The following departments or departmental units work outside a Monday through Friday schedule:

- Parks
- Office for Senior Resources – positions currently assigned to work on Saturday
- 911 Employees

5. *Article III, Work, Workweek, Workday, Section J, Biometric Time Clock.*

Modify to provide that a biometric time clock may be used for all employees in Departments with remote locations so that members are able to record arrival and departure times. THIS SECTION SHALL NOT APPLY TO 911 EMPLOYEES.

6. *Article IV, Section A, Classification and Compensation.*

ADD provision to provide that a 911 employee who is assigned Field Training Officer duties shall be paid an additional \$1.50 per hour when performing such duties. An employee who is receiving out-of-title pay pursuant to Article IV, Section A.8 as a Supervisor or who is in a supervisory title as a regular assignment shall not be entitled to the additional Field Training Officer stipend herein.

7. *Article IV, Section A.8, Temporary Assignment to a Higher Grade Position.*

Modify to provide as follows:

8. Temporary Assignment to a Higher Grade Position

A. Except for 911 employees, ~~and~~ outside Highway Blue Collar employees and Food Service Helpers and Cooks at OSR, who will receive the higher pay effective immediately, upon commencement of the work in the higher grade position, other employees who are assigned on a temporary or limited basis to a higher grade position and who so act for a period of at least ~~twentyten~~ (2010) consecutive workdays shall receive the minimum of the higher grade position retroactive to the assignment to the higher grade position unless his/her present rate of pay exceeds such minimum. A higher grade position is defined as a currently vacant, encumbered or unencumbered budgeted position, allocated to a higher grade level in this agreement than the permanent employee's position whom receives the temporary assignment. All such temporary assignments, pursuant to this clause will require the authorization of the appropriate department head, evidenced by the filing of appointment paperwork, to include the usual Report of Personnel Change form filed with, and subject to the approval of, the Personnel Department. Under such circumstances the employee shall be compensated in accordance with Section B, Promotions. Employees will not be transferred from a temporary higher grade position solely for the purpose of avoiding the rate of pay of the higher grade.

~~B. 911 employees who are assigned on a temporary or limited basis to a higher grade position and who so act for a period of at least 20 consecutive workdays shall~~

receive the same step as held in the previous position. Employees will not be transferred from a temporary higher grade position solely for the purpose of avoiding the rate of pay from the higher grade.

8. *Article IV, Section G, Annual Increment.*

ADD provision to provide that an employee may not remain on the payroll by using accruals (vacation, personal leave and compensatory time) to extend effective date of resignation. Employee must be physically at work on the last day of employment. This paragraph shall not apply to retirements.

ADD provision to provide that an employee's effective date of resignation cannot be on a holiday. In order to be paid for the holiday, the employee must work the day after the holiday. This paragraph shall not apply to retirements.

9. *Article IV, Section L.1, Overtime – Call-in Pay.*

ADD provision to provide that an employee's work schedule shall not be modified for the sole purpose of avoiding payment of overtime.

10. *Article IV, Section L. 2.d., Overtime - Holidays.*

Modify to provide as follows:

d. Holiday Pay – 911 Employees:

911 full time employees who rotate shifts and/or days off and/or are regularly scheduled to work on holidays shall be entitled to 11 (12 effective 2025) holidays, excluding the day after Christmas. The holidays are as follows: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Juneteenth (effective 2025), Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day. 911 full time employees scheduled to work shall be entitled to be paid at a rate of time and one-half (1.5X) for all hours worked on any of the above enumerated holidays, except for Thanksgiving and Christmas which will be paid at a rate of double time (2X). All 911 employees not scheduled to work on a paid holiday who are required to work on such paid holiday shall be paid at the rate of double time (2X).

11. *Article IV, Section L, Overtime-Call-In, Paragraph 3 – Compensatory Time-Off*

3. Compensatory Time-Off

At the employee's option, compensatory time off at the applicable rate may be taken in lieu of monetary compensation for overtime, except that outside blue-collar employees may accumulate up to sixtyeighty (6080) hours compensatory time effective January 1, 2025.

The Federal Fair Labor Standards Act (FLSA) limits the amount of compensatory time that may be earned by non-law enforcement employees at 240 hours. If an employee works overtime, and they have already accrued 240 hours of compensatory time, they must be paid for the hours worked above this limit. (This paragraph is replaced by the paragraph below upon ratification by the County Legislature).

Effective upon ratification by the County Legislature, for all other employees, except blue collar and 911, the maximum amount of compensatory time that may be carried shall be one hundred seventy-five (175) hours. Employees currently in excess of one hundred seventy-five (175) hours may use the excess in 2025. Any hours remaining that are in excess of one hundred seventy-five (175) on December 31, 2025 shall be paid in January 2026 at the 2024 rate.

12. **Article IV, Section O.1 and O.2, Mileage Reimbursement.**

ADD provision to provide that when an employee is reassigned from their normal work location after reporting to work, and a County vehicle is not available, the employee shall be compensated at the IRS rate for traveling to and from the alternate work site.

13. **Article IV, Section P, Tool Allowance.**

Modify to provide that in the first year of employment, an eligible titled employee shall receive prorated tool allowance. The employee shall be eligible for the full allowance on the January 1 following hire for the next year in accordance with this current contract section.

14. **Article IV, Section R.1, Standby Pay – Caseworkers and Nurses.**

1. **Stand-By Pay:**

All Department of Social Services Caseworkers, CPS Supervisors and Public Health Sanitarians on standby shall be paid for a minimum of one hour's pay at the applicable overtime rate for all time spent on after-hour calls during their standby shift, totaling one hour or less. The total time spent on after-hour calls during their standby shift, in excess of one hour, shall be paid at the applicable overtime rate.

All Employees subject to the provisions of this article
Caseworkers and Nurses required to standby during evenings, weekend or holiday hours shall be compensated on the following basis for such standby:

Effective 9/2/97 Effective 1/1/2024

(Handwritten notes and signatures)
12/19/24
12/19/24
Nurses
12/19/24
12/19/24

a.	<u>Weeknights - Monday through Thursday</u>	
	5:00 p.m. – 9:00 a.m.	\$25.00
b.	<u>Weeknights – Friday</u>	
	5:00 p.m. – 9:00 a.m.	\$30.00
c.	<u>Weekends – Saturday and Sunday</u>	
	9:00 a.m. – 5:00 p.m.	\$25.00
	5:00 p.m. – 9:00 a.m.	\$30.00
d.	<u>Holidays</u>	
	9:00 a.m. – 5:00 p.m.	\$25.00
	5:00 p.m. – 9:00 a.m.	\$30.00

Effective January 1, 2025, the 2024 rates will increase by \$25.00 as follows:

a.	<u>Weeknights - Monday through Thursday</u>	
	5:00 p.m. – 9:00 a.m.	\$50.00
b.	<u>Weeknights – Friday</u>	
	5:00 p.m. – 9:00 a.m.	\$55.00
c.	<u>Weekends – Saturday and Sunday</u>	
	9:00 a.m. – 5:00 p.m.	\$50.00
	5:00 p.m. – 9:00 a.m.	\$55.00
d.	<u>Holidays</u>	
	9:00 a.m. – 5:00 p.m.	\$50.00
	5:00 p.m. – 9:00 a.m.	\$55.00

Effective January 1, 2027, the 2025 rates will increase by an additional \$25.00 as follows:

a.	<u>Weeknights - Monday through Thursday</u>	
	5:00 p.m. – 9:00 a.m.	\$75.00
b.	<u>Weeknights – Friday</u>	
	5:00 p.m. – 9:00 a.m.	\$80.00
c.	<u>Weekends – Saturday and Sunday</u>	
	9:00 a.m. – 5:00 p.m.	\$75.00
	5:00 p.m. – 9:00 a.m.	\$80.00
d.	<u>Holidays</u>	
	9:00 a.m. – 5:00 p.m.	\$75.00

5:00 p.m. – 9:00 a.m.

\$80.00

15. *Article IV, Section V, Direct Deposit*

Modify to provide that employees shall receive their W-2 and 1095-c forms electronically.

16. *Article V, Safety and Health (p. 31)*

Modify Section B to read as follows:

Section B – Motor Vehicle ~~Convictions~~ Convictions or ~~Summonses~~ Summonses

~~Effective September 2, 1997, a~~Any County employee who, as a regular part of his/her employment, drives a vehicle for County business must notify his/her Department Head, by the next business day, of any and all moving motor vehicle convictions, whether due to driving on or off duty. All County employees, to whom the above paragraph applies, must notify the County of all DWI summonses immediately.

Additionally, effective upon ratification and forward, any County employee who, as a regular part of his/her employment, drives a vehicle for County business must notify his/her Department Head, by the next business day, of any and all serious moving motor vehicle summonses, whether due to driving on or off duty. For the purposes of this provision, a serious moving motor vehicle summons shall be defined as a violation which would assess five or more points if convicted. The current summonses that would need to be reported are: Speeding in excess of 21 mph over the limit; Reckless Driving; Failing to Stop for a School Bus; Improper Cell Phone Use; Use of a Portable Electronic Device “Texting”; and Railroad Crossing Violation. The violations listed above shall be modified to be consistent with any amendments to Vehicle and Traffic Law regarding those violations in excess of five (5) or more points.

17. *Article V, Section C, Equipment and Clothing.*

Modify to provide that the County shall provide a cell phone to employees in Buildings and Grounds titles who are required to carry one by the County.

18. *Article V, Sections C.1 and C.2, Equipment and Clothing.*

Modify to provide as follows:

(1) An eligible covered employee shall be allowed to either continue with the same provision of two (2) issues of up to \$65 (effective January 1, 2025 increased to \$85.00 and effective January 1, 2027 increased to \$100.00) reimbursement or payment directly to the vendor by the County for safety shoes, or

(2) An eligible covered employee may select a one-time (annually) issue of up to \$130 effective January 1, 2025 increased to \$170.00 and effective January 1, 2027 increased to \$200.00 reimbursement or payment directly to the vendor by the County for the safety shoes. (Per 5/8/2012 MOU)

19. *Article V, Section C.2, Equipment and Clothing.*

Modify to provide as follows:

2. The County will provide full time 911 employees, upon completion of probationary period, with four (4) issues each of shirts and pants, two (2) issues of non-hooded sweatshirts, and one (1) issue of a jacket. All of the aforesaid clothing shall be replaced upon accounting by the employee by either retiring the article to be replaced or by giving an acceptable explanation of why the article needs to be replaced. Full time 911 employees shall also be entitled to a shoe allowance of up to \$100 per year effective January 1, 2025 increased to \$125.00 which will be reimbursed upon a furnishing of a receipt to the Commissioner of Emergency Services. Shoes must be closed toe, black and either sneakers, shoes or boots. Part-time 911 employees shall receive 1 pair of pants and 1 shirt upon completion of probation.

20. *Article VI, Section A, List of Days and Section D, Number of Paid Holidays.*

Modify to provide as follows:

Section A – List of Days (Non 911 Employees except those who normally work Monday through Friday)

The following days will be treated as paid holidays:

New Year's Day	Columbus Day
Martin Luther King, Jr.'s Birthday	Presidents Day
Veterans Day	Thanksgiving Day
Memorial Day	Friday Following Thanksgiving Day
Independence Day	Labor Day
Christmas Day	<u>Juneteenth effective 2025</u>

The day after Christmas shall be observed as a paid holiday only if the day after Christmas is a Monday, Tuesday, Wednesday, Thursday, or Friday.

Section D – Number of Paid Holidays

The holiday schedule set forth herein shall be deemed to grant employees no more than ~~twelvethirteen~~ (1213) paid holidays ~~in any one year~~ effective 2025.

This Section shall not apply to 911 employees.

21. *Article VIII, Section B.1, Bereavement Leave.*

Modify to provide as follows:

Section B – Bereavement Leave

1. In the event of death in the employee's immediate family, he/she shall be granted time off without loss of regular pay up to a maximum of four (4) non-consecutive workdays (~~except 911 employees~~), not chargeable to sick leave accruals, one of which shall be the day of death, or day of funeral. ~~However, no employee shall receive less than three (3) working days. However, any leave requested and granted beyond said four (4) days shall be considered and charged as "sick leave" provided said employee has sufficient accrued sick leave. All 911 employees shall be entitled to three (3) non-consecutive bereavement days.~~

22. *Article VIII, Leaves, Section D, Personal Leave.*

Modify to provide as follows:

Personal leave shall be prorated during the last year of employment. Used but unearned personal leave shall be deducted from the employee's compensatory time or vacation accruals upon separation. If there are insufficient accruals, the used and unearned personal leave shall be deducted from the employee's last paycheck.

23. *Article VIII, Section F.1, Sick Leave – 911 Employees.*

Modify to provide as follows:

Section F – Sick Leave – 911 Employees

1. 911 employees who are covered under this Agreement who are on sick leave will generally be confined to their home. However, if medically approved, such employees may leave their home for short periods of time, ~~provided the Department Head or designee is so advised in advance and that the employee further reports their return to home. Furthermore, e~~ Employees on sick leave may be medically determined to be available for light duty and so utilized.

24. *Article VIII, Section F.4, Sick Leave – 911 Employees.*

Modify to provide as follows:

4. 911 employees who use the number of sick days in a calendar year, as stated in the chart below, shall receive the cash bonus payment stated in the chart.

<u>Days</u>	<u>Cash Bonus</u>
0 days	\$ 1,300 1,500/year
3 days	\$ 650 750/year

911 employees who do not utilize any sick leave in a calendar half year (January – June or July – December) shall receive a pro rata payment of (~~\$650~~750) in the second payroll period succeeding such calendar half year stated above. Employees that utilize 1 to 1 ½ sick days in a calendar half year (January – June or July – December) shall be paid such pro rata payment (~~\$325~~375) in the second payroll period succeeding such calendar half year stated above.

25. ***Article IX, Section A, Insurances.***

Modify to provide as follows:

Section A – Insurances

The County will, subject to any other provisions of this Article, continue the following present insurance programs: Health Insurance on a self-funded basis or Health Maintenance Organizations, Putnam County Disability Insurance, Dental Insurance coverage and Vision coverage, and will, except as modified below, pay the total cost of employee's and dependent's (including domestic partners by executing all necessary forms and in compliance with carrier requirements) premiums for said programs.

26. ***Article IX, Section A.3, Health Insurance for Retirees.***

The following provision shall be added to this Section.

Employees shall be entitled to retiree health insurance pursuant to all applicable County Resolutions in effect on January 1, 2024.

27. ***Article IX, Insurance and Pensions, Section A, Paragraph 3, Health Insurance for Retirees.***

Modify first sentence to provide:

“Any employee who retires on or after 1/1/08 and who is eligible for retiree health insurance benefits in accordance with the provisions of this agreement, County legislative resolutions, and eligible per NYSHIP Rules and Regulations, which includes being enrolled with health insurance coverage in NYSHIP at the time of retirement, and who opts out of such retiree health insurance due to other coverage, shall receive a cash payout equivalent to fifty (50%) percent of the value of Individual Coverage for the plan with the most active employee enrollees.”

28. *Article X, Section C, Personnel Manual.*

Modify provision to provide as follows:

Section C – Personnel Manual

The County agrees to provide all present and each new employee with a personnel manual containing employee benefits, conditions of employment and including work rules not specified herein. The County Personnel Manual shall be made available to all employees through the County website.

29. *Article XV, Grievance Procedure and Alternate Disciplinary Procedure, Section C – Stages, Step Four.*

The parties agree to replace the American Arbitration Association with a rotating list of agreed upon arbitrators.

30. *Article XV, Alternate Disciplinary Procedure, Paragraph 5.f, Hearing Panel.*

The parties agree to discuss updating the current list of arbitrators.

31. *Article XVII, Term of Agreement, Section D, Titles Excluded from CSEA Bargaining Unit.*

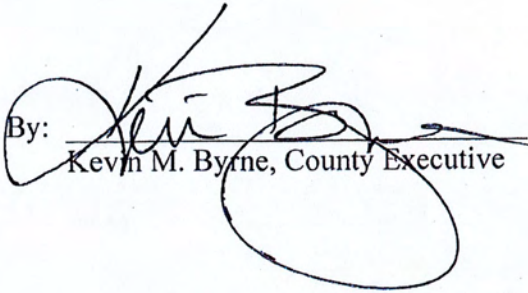
ADD to excluded titles in Office of Senior Resources the following titles:

- Fiscal Manager (already excluded in other Departments)
- Add Transportation Coordinator as included title

32. The parties agree to substitute “Department of Public Works” for “Highways and Facilities” throughout contract.

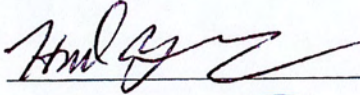
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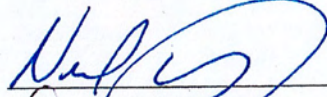
COUNTY OF PUTNAM

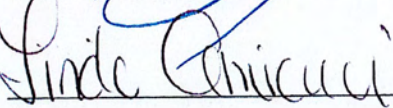
By: 
Kevin M. Byrne, County Executive

Dated: December 19, 2024

**CSEA, LOCAL 1000 AFSCME, AFL-CIO
PUTNAM COUNTY UNIT #8150,
PUTNAM COUNTY LOCAL 840**

By: 

By: 

By: 

Dated: December 19, 2024

#6ee

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

**APPROVAL – BUDGETARY TRANSFER (25T032) – FINANCE - CIVIL SERVICE
EMPLOYEE’S ASSOCIATION, INC. (CSEA) CONTRACT SETTLEMENT**

WHEREAS, the Commissioner of Finance has requested a budgetary transfer (25T032) to provide funding for the 2025 salary and benefit costs pursuant to the ratified contract settlement between Putnam County and the Civil Service Employee’s Association, Inc. (CSEA); and

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

RESOLVED, that the following budgetary transfer be made:

Increase Appropriations:

10116500 51000	Personnel Services	24,084.00
10116500 58002	Social Security	1,843.00
10131000 51000	Personnel Services	31,735.00
10131000 58002	Social Security	2,426.00
10134500 51000	Personnel Services	10,874.00
10134500 58002	Social Security	832.00
10135500 51000	Personnel Services	6,697.00
10135500 58002	Social Security	513.00
10141000 51000	Personnel Services	31,102.00
10141000 58002	Social Security	2,379.00
10141100 51000	Personnel Services	39,866.00
10141100 58002	Social Security	3,051.00
10142000 51000	Personnel Services	4,700.00
10142000 58002	Social Security	360.00
10143000 51000	Personnel Services	11,672.00
10143000 58002	Social Security	892.00
10146000 51000	Personnel Services	8,638.00
10146000 58002	Social Security	660.00
10149000 51000	Personnel Services	18,020.00
10149000 58002	Social Security	1,378.00
10168000 51000	Personnel Services	26,001.00
10168000 58002	Social Security	1,989.00
10296000 51000	Personnel Services	7,733.00

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

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

10296000 58002	Social Security	592.00
10314000 51000	Personnel Services	79,401.00
10314000 58002	Social Security	6,073.00
10398900 51000	Personnel Services	90,401.00
10398900 58002	Social Security	6,916.00
12401000 51000	Personnel Services	201,876.00
12401000 58002	Social Security	15,442.00
10405900 51000	Personnel Services	26,810.00
10405900 58002	Social Security	2,051.00
10511000 51000	Personnel Services	117,065.00
10511000 58002	Social Security	8,952.00
10511100 51000	Personnel Services	64,862.00
10511100 58002	Social Security	4,963.00
10513000 51000	Personnel Services	40,353.00
10513000 58002	Social Security	3,087.00
10120000 51000	Personnel Services	286,198.00
10120000 58002	Social Security	21,895.00
22071000 51000	Personnel Services	10,397.00
22071000 58002	Social Security	795.00
10629300 51000	Personnel Services	17,682.00
10629300 58002	Social Security	1,353.00
10651000 51000	Personnel Services	5,471.00
10651000 58002	Social Security	419.00
10677200 51000	Personnel Services	94,875.00
10677200 58002	Social Security	7,261.00
10677400 51000	Personnel Services	41,338.00
10677400 58002	Social Services	3,162.00
10677500 51000	Personnel Services	7,938.00
10677500 58002	Social Security	608.00
10677700 51000	Personnel Services	26,286.00
10677700 58002	Social Security	2,010.00
10677800 51000	Personnel Services	1,577.00
10677800 58002	Social Security	121.00
10677900 51000	Personnel Services	6,047.00
10677900 58002	Social Security	463.00
10711000 51000	Personnel Services	52,718.00
10711000 58002	Social Security	4,032.00

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

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

10731000 51000	Personnel Services	17,806.00
10731000 58002	Social Security	1,361.00
10751000 51000	Personnel Services	2,948.00
10751000 58002	Social Security	226.00
10802000 51000	Personnel Services	27,429.00
10802000 58002	Social Security	<u>2,098.00</u>
		1,550,803.00

Decrease Appropriations:

10199000 54980	Contingency	1,550,803.00
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2025 Fiscal Impact - \$1,550,803
2026 Fiscal Impact – To Be Determined

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

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

cc: all
Pers.
A&A

Reso

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: **Budgetary Transfer – 25T032**
DATE: February 4, 2025

2025 FEB -5 PM 3:04
LEGISLATURE
PUTNAM COUNTY
CARNEL, NY

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

Increase Appropriations:

10116500	51000	Personnel Services	24,084.00
10116500	58002	Social Security	1,843.00
10131000	51000	Personnel Services	31,735.00
10131000	58002	Social Security	2,426.00
10134500	51000	Personnel Services	10,874.00
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10141000	51000	Personnel Services	31,102.00
10141000	58002	Social Security	2,379.00
10141100	51000	Personnel Services	39,866.00
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10143000	51000	Personnel Services	11,672.00
10143000	58002	Social Security	892.00
10146000	51000	Personnel Services	8,638.00
10146000	58002	Social Security	660.00

10149000	51000	Personnel Services	18,020.00
10149000	58002	Social Security	1,378.00
10168000	51000	Personnel Services	26,001.00
10168000	58002	Social Security	1,989.00
10296000	51000	Personnel Services	7,733.00
10296000	58002	Social Security	592.00
10314000	51000	Personnel Services	79,401.00
10314000	58002	Social Security	6,073.00
10398900	51000	Personnel Services	90,401.00
10398900	58002	Social Security	6,916.00
12401000	51000	Personnel Services	201,876.00
12401000	58002	Social Security	15,442.00
10405900	51000	Personnel Services	26,810.00
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10511100	51000	Personnel Services	64,862.00
10511100	58002	Social Security	4,963.00
10513000	51000	Personnel Services	40,353.00
10513000	58002	Social Security	3,087.00
10120000	51000	Personnel Services	286,198.00
10120000	58002	Social Security	21,895.00
22071000	51000	Personnel Services	10,397.00
22071000	58002	Social Security	795.00
10629300	51000	Personnel Services	17,682.00
10629300	58002	Social Security	1,353.00
10651000	51000	Personnel Services	5,471.00
10651000	58002	Social Security	419.00
10677200	51000	Personnel Services	94,875.00
10677200	58002	Social Security	7,261.00
10677400	51000	Personnel Services	41,338.00
10677400	58002	Social Security	3,162.00
10677500	51000	Personnel Services	7,938.00
10677500	58002	Social Security	608.00
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10677700	58002	Social Security	2,010.00
10677800	51000	Personnel Services	1,577.00
10677800	58002	Social Security	121.00
10677900	51000	Personnel Services	6,047.00
10677900	58002	Social Security	463.00
10711000	51000	Personnel Services	52,718.00
10711000	58002	Social Security	4,032.00
10731000	51000	Personnel Services	17,806.00
10731000	58002	Social Security	1,361.00
10751000	51000	Personnel Services	2,948.00
10751000	58002	Social Security	226.00
10802000	51000	Personnel Services	27,429.00
10802000	58002	Social Security	2,098.00
			<u>\$ 1,550,803.00</u>

Decrease Appropriations:

10199000 54980 Contingency \$ 1,550,803.00

Fiscal Impact - 2025 - \$1,550,803

Fiscal Impact - 2026 - TBD

This budgetary transfer is recommended to provide funding for the 2025 salary and benefit costs pursuant to the ratified contract settlement between Putnam County and the Civil Service Employees Association, Inc. (CSEA).

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
116510107	11651000	CSEA	ADMIN ASST	\$ 105,060.00	\$ 2,889.00	\$ 2,968.00	\$ 448.00	\$ 6,305.00
116510109	11651000	CSEA	SR LEGAL ASST	88,336.00	2,429.00	2,496.00	377.00	5,302.00
116510116	11651000	CSEA	PR OFFICE ASSISTANT (LEGAL)	69,699.00	1,917.00	1,970.00	297.00	4,184.00
116510120	11651000	CSEA	SR OFFICE ASST (LEGAL)	57,128.00	1,571.00	1,614.00	244.00	3,429.00
116510131	11651000	CSEA	SR OFFICE ASST (LEGAL)	54,603.00	1,502.00	1,543.00	233.00	3,278.00
116510132	11651000	CSEA	SR OFFICE ASST (LEGAL)	57,128.00	1,571.00	1,614.00	244.00	3,429.00
131010105	13101000	CSEA	TAX COLLECTION SUPV	101,595.00	2,794.00	2,871.00	433.00	6,098.00
131010109	13101000	CSEA	ACCOUNTANT	92,641.00	2,548.00	2,618.00	395.00	5,561.00
131010111	13101000	CSEA	ASST TAX COLLEC SUPV	80,294.00	2,208.00	2,269.00	342.00	4,819.00
131010113	13101000	CSEA	SR ACCOUNT CLERK	59,291.00	1,631.00	1,676.00	253.00	3,560.00
131010115	13101000	CSEA	ACCOUNT CLERK	49,046.00	1,349.00	1,386.00	209.00	2,944.00
131010118	13101000	CSEA	ASST PAYROLL CLERK	63,871.00	1,756.00	1,804.00	272.00	3,832.00
131010121	13101000	CSEA	ACCOUNT CLERK	47,196.00	1,298.00	1,334.00	201.00	2,833.00
131010122	13101000	CSEA	PR ACCOUNT CLERK	75,203.00	2,068.00	2,125.00	321.00	4,514.00
134510106	13451000	CSEA	SENIOR ACCOUNT CLERK	59,291.00	1,631.00	1,676.00	253.00	3,560.00
134510108	13451000	CSEA	ASST SUPV PLAN & DESIGN	135,723.00	3,732.00	3,835.00	579.00	8,146.00
135510105	13551000	CSEA	SR. OFFICE ASSISTANT	55,097.00	1,515.00	1,557.00	235.00	3,307.00
135510107	13551000	CSEA	SR. OFFICE ASSISTANT	57,852.00	1,591.00	1,635.00	247.00	3,473.00
135510907	13551000	CSEA	RECLASS TO REAL PROPERTY TAX SERVICES ASSISTANT	7,158.00	197.00	202.00	31.00	430.00
141010105	14101000	CSEA	RCDS CLERK/TYPIST	63,782.00	1,754.00	1,802.00	272.00	3,828.00
141010107	14101000	CSEA	RCDS CLERK/TYPIST	52,676.00	1,449.00	1,489.00	225.00	3,163.00
141010108	14101000	CSEA	RCDS CLERK/TYPIST	45,517.00	1,252.00	1,286.00	194.00	2,732.00
141010109	14101000	CSEA	SR CLERK	57,852.00	1,591.00	1,635.00	247.00	3,473.00
141010112	14101000	CSEA	RCDS CLERK/TYPIST	50,650.00	1,393.00	1,431.00	216.00	3,040.00
141010115	14101000	CSEA	SR RCDS CLERK/TYPIST	73,938.00	2,033.00	2,089.00	315.00	4,437.00
141010116	14101000	CSEA	SR RCDS CLERK/TYPIST	67,065.00	1,844.00	1,895.00	286.00	4,025.00
141010117	14101000	CSEA	SR RCDS CLERK/TYPIST II	80,458.00	2,213.00	2,274.00	343.00	4,830.00
141010118	14101000	CSEA	RCDS CLERK/TYPIST	60,744.00	1,670.00	1,716.00	259.00	3,645.00
141010908	14101000	CSEA	REALLOCATION TO STEP 2 IN 2024 (PENDING)	5,133.00	141.00	145.00	22.00	308.00
141110104	14111000	CSEA	MV CASHIER- EXAMINER	57,128.00	1,571.00	1,614.00	244.00	3,429.00
141110106	14111000	CSEA	MV CASHIER- EXAMINER	63,876.00	1,757.00	1,805.00	272.00	3,834.00
141110107	14111000	CSEA	MV CASHIER- EXAMINER	54,603.00	1,502.00	1,543.00	233.00	3,278.00
141110108	14111000	CSEA	MV CASHIER- EXAMINER	66,133.00	1,819.00	1,869.00	282.00	3,970.00
141110109	14111000	CSEA	MV CASHIER- EXAMINER	57,128.00	1,571.00	1,614.00	244.00	3,429.00
141110111	14111000	CSEA	MV CASHIER- EXAMINER	52,476.00	1,443.00	1,483.00	224.00	3,150.00
141110112	14111000	CSEA	MV CASHIER- EXAMINER (SP)	47,124.00	1,296.00	1,332.00	201.00	2,829.00
141110113	14111000	CSEA	MV CASHIER- EXAMINER	57,128.00	1,571.00	1,614.00	244.00	3,429.00
141110114	14111000	CSEA	MV CASHIER- EXAMINER	59,984.00	1,650.00	1,695.00	256.00	3,601.00
141110116	14111000	CSEA	ACCOUNT CLERK II	63,781.00	1,754.00	1,802.00	272.00	3,828.00
141110117	14111000	CSEA	MV CASHIER- EXAMINER	78,068.00	2,147.00	2,206.00	333.00	4,686.00
141110118	14111000	CSEA	MV CASHIER- EXAMINER (SP)	52,476.00	1,443.00	1,483.00	224.00	3,150.00
141110999	14111000	CSEA	RECLASS TO ASST DMV SUPERVISOR	5,061.00	139.00	143.00	22.00	304.00
142010113	14201000	CSEA	OFFICE MANAGER	84,308.00	2,318.00	2,382.00	360.00	5,060.00
143010114	14301000	CSEA	OFFICE ASSISTANT	47,404.00	1,304.00	1,340.00	202.00	2,846.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
143010118	14301000	CSEA	SR OFFICE ASST	45,517.00	1,252.00	1,286.00	194.00	2,732.00
143010120	14301000	CSEA	PR OFFICE ASSISTANT	63,871.00	1,756.00	1,804.00	272.00	3,832.00
143010121	14301000	CSEA	ASST PERSONNEL CLERK	47,124.00	1,296.00	1,332.00	201.00	2,829.00
143010914	14301000	CSEA	RECLASS TO RECEPTIONIST (GRADE 6)	2,915.00	80.00	82.00	12.00	174.00
143010920	14301000	CSEA	RECLASS TO PERSONNEL ASSISTANT (GRADE 13)	2,509.00	69.00	71.00	11.00	151.00
149010116	14901000	CSEA	RECEPTIONIST	59,948.00	1,649.00	1,694.00	256.00	3,599.00
149010125	14901000	CSEA	ACCOUNTANT	95,420.00	2,624.00	2,696.00	407.00	5,727.00
149010132	14901000	CSEA	PR ACCOUNT CLERK	63,389.00	1,743.00	1,791.00	270.00	3,804.00
149010137	14901000	CSEA	ACCOUNTING SUPV	102,023.00	2,806.00	2,883.00	435.00	6,124.00
149010925	14901000	CSEA	RECLASS TO ACCOUNTING SUPV(7/1/2025)	2,407.00	66.00	68.00	10.00	144.00
146010103	14601000	CSEA	LABORER	55,804.00	1,535.00	1,577.00	238.00	3,350.00
146010104	14601000	CSEA	CLERK	49,552.00	1,363.00	1,400.00	211.00	2,974.00
146010105	14601000	CSEA	TYPIST	49,552.00	1,363.00	1,400.00	211.00	2,974.00
168010101	16801000	CSEA	REAL PROP SYST SUPV	62,343.00	1,714.00	1,761.00	266.00	3,741.00
168010102	16801000	CSEA	GRAPH DESIGN & COMP SUPP SPEC	65,023.00	1,788.00	1,837.00	277.00	3,902.00
168010110	16801000	CSEA	IT OPERATIONS ASST	60,744.00	1,670.00	1,716.00	259.00	3,645.00
168010118	16801000	CSEA	GIS PROGRAM SPECIALIST	72,821.00	2,003.00	2,058.00	311.00	4,372.00
168010119	16801000	CSEA	ACCOUNT CLERK	49,046.00	1,349.00	1,386.00	209.00	2,944.00
168010121	16801000	CSEA	PRINCIPAL ACCT CLERK/TYPIST	73,534.00	2,022.00	2,078.00	314.00	4,414.00
168010122	16801000	CSEA	SR. NETWORK ADMIN/WEB DESIGN	82,854.00	2,278.00	2,341.00	353.00	4,972.00
314010106	31401000	CSEA	SR TYPIST	65,695.00	1,807.00	1,857.00	280.00	3,944.00
314010118	31401000	CSEA	PROBATION ASSISTANT	55,803.00	1,535.00	1,577.00	238.00	3,350.00
314010120	31401000	CSEA	ACCOUNT CLERK/TYPIST II	63,782.00	1,754.00	1,802.00	272.00	3,828.00
314010123	31401000	CSEA	PROBATION SUPERVISOR I	114,621.00	3,152.00	3,239.00	489.00	6,880.00
314010124	31401000	CSEA	PROBATION SUPERVISOR I	127,854.00	3,516.00	3,613.00	545.00	7,674.00
314010125	31401000	CSEA	PROBATION OFFICER II/SR PROB	88,131.00	2,424.00	2,491.00	376.00	5,291.00
314010126	31401000	CSEA	PROBATION OFFICER II/SR PROB	110,337.00	3,034.00	3,117.00	471.00	6,622.00
314010127	31401000	CSEA	PROBATION OFFICER II/SR PROB	102,022.00	2,806.00	2,883.00	435.00	6,124.00
314010129	31401000	CSEA	PROBATION OFFICER II/SR PROB	97,164.00	2,672.00	2,745.00	414.00	5,831.00
314010130	31401000	CSEA	PROBATION OFFICER I	80,027.00	2,201.00	2,262.00	341.00	4,804.00
314010132	31401000	CSEA	PROBATION OFFICER I	65,329.00	1,797.00	1,846.00	279.00	3,922.00
314010133	31401000	CSEA	PROBATION OFFICER I	84,194.00	2,315.00	2,379.00	359.00	5,053.00
314010134	31401000	CSEA	PROBATION OFFICER I	80,027.00	2,201.00	2,262.00	341.00	4,804.00
314010135	31401000	CSEA	PROBATION OFFICER I (SP)	80,027.00	2,201.00	2,262.00	341.00	4,804.00
314010136	31401000	CSEA	PROBATION ASSISTANT	53,146.00	1,462.00	1,502.00	227.00	3,191.00
314010137	31401000	CSEA	PROBATION ASSISTANT	48,888.00	1,344.00	1,381.00	208.00	2,933.00
314010138	31401000	CSEA	PROBATION OFFICER 1	76,366.00	2,100.00	2,158.00	326.00	4,584.00
314010918	31401000	CSEA	REALLOCATION FROM GRADE 7 TO GRADE 10	3,682.00	101.00	104.00	16.00	221.00
314010920	31401000	CSEA	RECLASS TO SR ACCOUNT CLERK	4,855.00	134.00	138.00	21.00	293.00
314010936	31401000	CSEA	REALLOCATION FROM GRADE 7 TO GRADE 10	3,506.00	96.00	99.00	15.00	210.00
314010937	31401000	CSEA	REALLOCATION FROM GRADE 7 TO GRADE 10	5,514.00	152.00	156.00	24.00	332.00
314010999	31401000	CSEA	RECLASS FROM PROBATION OFFICER I TO PROBATION OFFI	12,970.00	357.00	367.00	55.00	779.00
398910110	39891000	CSEA	SR TYPIST	63,782.00	1,754.00	1,802.00	272.00	3,828.00
398910117	39891000	CSEA	SR TYPIST	55,097.00	1,515.00	1,557.00	235.00	3,307.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
398912101	39891000	CSEA	EMS DISPATCHER	76,048.00	2,091.00	2,149.00	324.00	4,564.00
398912102	39891000	CSEA	EMS DISPATCHER	49,286.00	1,355.00	1,392.00	210.00	2,957.00
398912103	39891000	CSEA	EMS DISPATCHER	76,498.00	2,104.00	2,162.00	326.00	4,592.00
398912105	39891000	CSEA	DSPTCH CTR SUPV	87,377.00	2,403.00	2,469.00	373.00	5,245.00
398912106	39891000	CSEA	DSPTCH CTR SHFT SUPV	80,917.00	2,225.00	2,286.00	345.00	4,856.00
398912107	39891000	CSEA	EMERG SVC DISPATCHER	55,930.00	1,538.00	1,580.00	239.00	3,357.00
398912108	39891000	CSEA	EMS DISPATCHER	53,930.00	1,483.00	1,524.00	230.00	3,237.00
398912112	39891000	CSEA	EMS DISPATCHER	68,623.00	1,887.00	1,939.00	293.00	4,119.00
398912115	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	65,979.00	1,814.00	1,864.00	281.00	3,959.00
398912116	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	65,979.00	1,814.00	1,864.00	281.00	3,959.00
398912117	39891000	CSEA	DSPTCH CTR SHFT SUPV	77,064.00	2,119.00	2,177.00	329.00	4,625.00
398912118	39891000	CSEA	DSPTCH CTR SHFT SUPV	54,154.00	1,489.00	1,530.00	231.00	3,250.00
398912119	39891000	CSEA	DSPTCH CTR SHFT SUPV	81,642.00	2,245.00	2,307.00	348.00	4,900.00
398912120	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	76,382.00	2,101.00	2,159.00	326.00	4,586.00
398912121	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	71,883.00	1,977.00	2,031.00	307.00	4,315.00
398912122	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	70,623.00	1,942.00	1,995.00	301.00	4,238.00
398912123	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	68,623.00	1,887.00	1,939.00	293.00	4,119.00
398912124	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	63,979.00	1,759.00	1,807.00	273.00	3,839.00
398912125	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	55,930.00	1,538.00	1,580.00	239.00	3,357.00
398912126	39891000	CSEA	EMS DISPATCHER	53,930.00	1,483.00	1,524.00	230.00	3,237.00
398912927	39891000	CSEA	EMERGENCY SERVICES DISPATCHER (HELP)	49,286.00	1,355.00	1,392.00	210.00	2,957.00
398912928	39891000	CSEA	EMERGENCY SERVICES DISPATCHER (HELP)	49,286.00	1,355.00	1,392.00	210.00	2,957.00
398912929	39891000	CSEA	EMERGENCY SERVICES DISPATCHER (HELP)	49,286.00	1,355.00	1,392.00	210.00	2,957.00
298610102	29861000	CSEA	ASSOC ACCNT CLERK	84,308.00	2,318.00	2,382.00	360.00	5,060.00
298610103	29861000	CSEA	SENIOR ACCOUNT CLERK	54,402.00	1,496.00	1,537.00	232.00	3,265.00
401010102	40101000	CSEA	FISCAL TECHNICIAN	90,987.00	2,502.00	2,571.00	388.00	5,461.00
401010112	40101000	CSEA	OFFICE ASSISTANT	49,552.00	1,363.00	1,400.00	211.00	2,974.00
401010113	40101000	CSEA	RECEPTIONIST	42,456.00	1,168.00	1,200.00	181.00	2,549.00
401010115	40101000	CSEA	ACCOUNT CLERK II	55,097.00	1,515.00	1,557.00	235.00	3,307.00
401010117	40101000	CSEA	OFFICE ASSISTANT	41,090.00	1,130.00	1,161.00	175.00	2,466.00
401019103	40101000	CSEA	PUB HLTH NURSE	97,218.00	2,673.00	2,747.00	415.00	5,835.00
401019104	40101000	CSEA	SR PUB HLTH PRGM ASST	76,627.00	2,107.00	2,165.00	327.00	4,599.00
401011101	40101000	CSEA	SUPV PUB HLTH NURSE	149,635.00	4,115.00	4,228.00	638.00	8,981.00
401011113	40101000	CSEA	SR PUB HLTH NURSE	79,031.00	2,173.00	2,233.00	337.00	4,743.00
401011114	40101000	CSEA	PUB HLTH NURSE (SS)	83,981.00	2,309.00	2,372.00	358.00	5,039.00
401011115	40101000	CSEA	SR PUB HLTH NURSE	107,228.00	2,949.00	3,030.00	457.00	6,436.00
401011116	40101000	CSEA	PUB HLTH NURSE (SS)	80,116.00	2,203.00	2,264.00	342.00	4,809.00
401011118	40101000	CSEA	ASST PUB HLTH EDC II (SP)	92,538.00	2,545.00	2,615.00	395.00	5,555.00
401011120	40101000	CSEA	PUB HLTH NURSE (SS)	80,116.00	2,203.00	2,264.00	342.00	4,809.00
401011121	40101000	CSEA	PUB HLTH NURSE	83,981.00	2,309.00	2,372.00	358.00	5,039.00
401011122	40101000	CSEA	PUB HLTH PRGM ASST TRAINEE	70,418.00	1,936.00	1,989.00	300.00	4,225.00
401037101	40101000	CSEA	PUB HLTH SANITARIAN	92,589.00	2,546.00	2,616.00	395.00	5,557.00
401043104	40101000	CSEA	PUB HLTH SANITARIAN TRAINEE	38,916.00	1,070.00	1,099.00	166.00	2,335.00
401012104	40101000	CSEA	PUB HLTH SANITARIAN	83,981.00	2,309.00	2,372.00	358.00	5,039.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
401012106	40101000	CSEA	PUB HLTH SANITARIAN II	115,854.00	3,186.00	3,274.00	494.00	6,954.00
401012107	40101000	CSEA	ASSOC PUB HLTH SANIT	149,635.00	4,115.00	4,228.00	638.00	8,981.00
401012112	40101000	CSEA	PR ENV HLTH ENG AIDE	32,916.00	905.00	930.00	140.00	1,975.00
401012118	40101000	CSEA	ASSOC PUB HLTH SANIT	131,770.00	3,624.00	3,724.00	562.00	7,910.00
401012119	40101000	CSEA	PUB HLTH SANITARIAN	92,589.00	2,546.00	2,616.00	395.00	5,557.00
401012123	40101000	CSEA	ASST PUB HLTH ENG	97,259.00	2,675.00	2,749.00	415.00	5,839.00
401012124	40101000	CSEA	ASST PUB HLTH ENG	97,259.00	2,675.00	2,749.00	415.00	5,839.00
401012126	40101000	CSEA	PUB HLTH SANITARIAN	88,180.00	2,425.00	2,492.00	376.00	5,293.00
401012127	40101000	CSEA	PUB HLTH SANITARIAN	83,981.00	2,309.00	2,372.00	358.00	5,039.00
401012128	40101000	CSEA	SR PUB HLTH SANITARIAN	107,228.00	2,949.00	3,030.00	457.00	6,436.00
401012129	40101000	CSEA	SR PUB HLTH ENGINEER	139,859.00	3,846.00	3,952.00	597.00	8,395.00
401012130	40101000	CSEA	CLERK (SP) (RECLASS TO OFFICE ASSISTANT)	41,090.00	1,130.00	1,161.00	175.00	2,466.00
401012132	40101000	CSEA	SR OFFICE ASS'T (SP)	52,676.00	1,449.00	1,489.00	225.00	3,163.00
401012133	40101000	CSEA	INTERMEDIATE OFFICE ASSISTANT	59,291.00	1,631.00	1,676.00	253.00	3,560.00
401012134	40101000	CSEA	RECLASS TO ASSISTANT PUBLIC HEALTH ENGINEER (GRADE	39,970.00	1,099.00	1,129.00	170.00	2,398.00
401012919	40101000	CSEA	RECLASS TO SR PUBLIC HEALTH SANITARIAN	5,113.00	141.00	145.00	22.00	308.00
401012923	40101000	CSEA	RECLASS TO PUB HLTH ENG	5,213.00	143.00	147.00	22.00	312.00
401012926	40101000	CSEA	RECLASS TO SR PUBLIC HEALTH SANITARIAN	3,841.00	106.00	109.00	16.00	231.00
401042101	40101000	CSEA	ENVIR HEALTH AIDE	47,124.00	1,296.00	1,332.00	201.00	2,829.00
401043104	40101000	CSEA	PUB HLTH SANITARIAN TRAINEE	38,916.00	1,070.00	1,099.00	166.00	2,335.00
401026101	40101000	CSEA	SUPV PUB HLTH EDUCATOR	113,828.00	3,130.00	3,216.00	485.00	6,831.00
401026102	40101000	CSEA	ASST PUB HLTH EDC II	92,538.00	2,545.00	2,615.00	395.00	5,555.00
401026106	40101000	CSEA	EPIDEMIOLOGIST	97,259.00	2,675.00	2,749.00	415.00	5,839.00
401026109	40101000	CSEA	SR PUB HLTH PRGM ASST	76,586.00	2,106.00	2,164.00	327.00	4,597.00
401026112	40101000	CSEA	SR PUB HLTH PRGM ASST	80,458.00	2,213.00	2,274.00	343.00	4,830.00
401026911	40101000	CSEA	PUB HLTH PRGM ASST TRAINEE	52,482.00	1,443.00	1,483.00	224.00	3,150.00
401026111	40101000	CSEA	RECLASS TO PUB HLTH PRGM ASST	2,472.00	68.00	70.00	11.00	149.00
401026906	40101000	CSEA	RECLASS TO SENIOR EPIDEMIOLOGIST (GRADE 22)	4,365.00	120.00	123.00	19.00	262.00
401026909	40101000	CSEA	RECLASS TO PUBLIC HEALTH EDUCATOR (EFFECTIVE 7/1/20	6,112.00	168.00	173.00	26.00	367.00
401026113	40101000	CSEA	ASSISTANT PUBLIC HEALTH EDUCATOR BILINGUAL TRAINEE	56,673.00	1,559.00	1,602.00	242.00	3,403.00
401055101	40101000	CSEA	BIOTERROR HLTH PLAN COORD	112,589.00	3,096.00	3,181.00	480.00	6,757.00
405910102	40591000	CSEA	EI & PRESCH PRG SUPV	118,322.00	3,254.00	3,343.00	505.00	7,102.00
405910103	40591000	CSEA	EI SVCS COORD (SS)	66,598.00	1,831.00	1,881.00	284.00	3,996.00
405910107	40591000	CSEA	EI SVCS COORD (SP)	74,949.00	2,061.00	2,118.00	320.00	4,499.00
405910108	40591000	CSEA	EI SVCS COORD	59,595.00	1,639.00	1,684.00	254.00	3,577.00
405910112	40591000	CSEA	PR CLERK	67,065.00	1,844.00	1,895.00	286.00	4,025.00
405910113	40591000	CSEA	SR EI SVCS COORD	88,230.00	2,426.00	2,493.00	376.00	5,295.00
405910902	40591000	CSEA	REALLOCATION FROM GRADE 22 TO GRADE 23	6,126.00	168.00	173.00	26.00	367.00
511110104	51111000	CSEA	MASTER MECHANIC I	115,967.00	3,189.00	3,277.00	495.00	6,961.00
511110123	51111000	CSEA	MASTER MECHANIC II	112,688.00	3,099.00	3,184.00	481.00	6,764.00
511110125	51111000	CSEA	LABORER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
511110129	51111000	CSEA	MASTER PLUMBER	97,259.00	2,675.00	2,749.00	415.00	5,839.00
511110130	51111000	CSEA	MAINT CARPENTER II	88,131.00	2,424.00	2,491.00	376.00	5,291.00
511110131	51111000	CSEA	LEAD CARPENTER	102,122.00	2,808.00	2,885.00	436.00	6,129.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
511110132	51111000	CSEA	MAINT PAINTER II	86,838.00	2,388.00	2,454.00	370.00	5,212.00
511110133	51111000	CSEA	HVAC TECHNICIAN	63,389.00	1,743.00	1,791.00	270.00	3,804.00
511110134	51111000	CSEA	MAINT ELECTRICIAN II	88,131.00	2,424.00	2,491.00	376.00	5,291.00
511110135	51111000	CSEA	HVAC MECHANIC	72,829.00	2,003.00	2,058.00	311.00	4,372.00
511110136	51111000	CSEA	BLDG MAINT MECH I	58,756.00	1,616.00	1,660.00	251.00	3,527.00
511110137	51111000	CSEA	BLDG MAINT MECH II	76,843.00	2,113.00	2,171.00	328.00	4,612.00
511110138	51111000	CSEA	ASST CARPENTER	80,458.00	2,213.00	2,274.00	343.00	4,830.00
511110139	51111000	CSEA	BLDG MAINT MECH II	66,380.00	1,825.00	1,875.00	283.00	3,983.00
511110930	51111000	CSEA	RECLASS TO LEAD CARPENTER	4,611.00	127.00	130.00	20.00	277.00
601020104	60101000	CSEA	PR ACCOUNT CLERK	30,737.00	845.00	868.00	131.00	1,844.00
601020117	60101000	CSEA	PR OFFICE ASSISTANT	20,993.00	577.00	593.00	90.00	1,260.00
601020904	60101000	CSEA	RECLASS TO FISCAL TECHNICIAN	1,549.00	43.00	44.00	7.00	94.00
601020922	60101000	CSEA	REALLOCATION TO CONFIDENTIAL SECRETARY II (SPLIT W/D	26,826.00	738.00	758.00	114.00	1,610.00
601001101	60101000	CSEA	CASEWORKER	76,470.00	2,103.00	2,161.00	328.00	4,590.00
601004102	60101000	CSEA	ACCOUNT CLERK/TYPIST	25,645.00	705.00	724.00	109.00	1,538.00
601007102	60101000	CSEA	SOC SVCS SPECIALIST I	64,575.00	1,776.00	1,825.00	275.00	3,876.00
601007104	60101000	CSEA	SOC SVCS SUPV	64,235.00	1,766.00	1,815.00	274.00	3,855.00
601007105	60101000	CSEA	SOC SVCS SPECIALIST I	18,450.00	507.00	521.00	79.00	1,107.00
601007109	60101000	CSEA	SOC SVCS SPECIALIST I	33,902.00	932.00	958.00	145.00	2,035.00
601007110	60101000	CSEA	SOC SVCS SPECIALIST I (SP)	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601007111	60101000	CSEA	SR OFFICE ASST	33,058.00	909.00	934.00	141.00	1,984.00
601007113	60101000	CSEA	COORD TEMPORARY ASSISTANCE	35,708.00	982.00	1,009.00	152.00	2,143.00
601007114	60101000	CSEA	SOCIAL SERVICES SPECIALIST 1	50,576.00	1,391.00	1,429.00	216.00	3,036.00
601002103	60101000	CSEA	CPS SUPERVISOR	105,083.00	2,890.00	2,969.00	448.00	6,307.00
601002104	60101000	CSEA	CASEWORKER	79,884.00	2,197.00	2,257.00	341.00	4,795.00
601002105	60101000	CSEA	CASEWORKER	76,645.00	2,108.00	2,166.00	327.00	4,601.00
601002106	60101000	CSEA	CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002108	60101000	CSEA	CPS CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002110	60101000	CSEA	CASEWORKER	80,294.00	2,208.00	2,269.00	342.00	4,819.00
601002119	60101000	CSEA	CASE SUPV GRADE B	102,023.00	2,806.00	2,883.00	435.00	6,124.00
601002120	60101000	CSEA	CPS CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002121	60101000	CSEA	CASEWORKER	82,739.00	2,275.00	2,338.00	353.00	4,966.00
601002123	60101000	CSEA	CASEWORKER (SP)	72,829.00	2,003.00	2,058.00	311.00	4,372.00
601002124	60101000	CSEA	CASEWORKER	82,432.00	2,267.00	2,329.00	352.00	4,948.00
601002125	60101000	CSEA	CPS CASEWORKER	80,294.00	2,208.00	2,269.00	342.00	4,819.00
601002126	60101000	CSEA	CPS CASEWORKER	59,595.00	1,639.00	1,684.00	254.00	3,577.00
601002128	60101000	CSEA	CPS CASEWORKER (SP)	72,829.00	2,003.00	2,058.00	311.00	4,372.00
601002129	60101000	CSEA	SR CPS CASEWORKER	80,027.00	2,201.00	2,262.00	341.00	4,804.00
601002130	60101000	CSEA	SR CPS CASEWORKER	88,230.00	2,426.00	2,493.00	376.00	5,295.00
601002131	60101000	CSEA	SR CASEWORKER	91,055.00	2,504.00	2,573.00	388.00	5,465.00
601002132	60101000	CSEA	CASEWORKER	72,829.00	2,003.00	2,058.00	311.00	4,372.00
601002133	60101000	CSEA	CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002135	60101000	CSEA	CASEWORKER ASSISTANT	73,330.00	2,017.00	2,072.00	313.00	4,402.00
601002137	60101000	CSEA	SR CASEWORKER	81,806.00	2,250.00	2,312.00	349.00	4,911.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
601002911	60101000	CSEA	RECLASS TO OFFICE ASSISTANT	41,090.00	1,130.00	1,161.00	175.00	2,466.00
601002918	60101000	CSEA	CPS CASEWORKER (HELP)	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002920	60101000	CSEA	CPS CASEWORKER (HELP)	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002934	60101000	CSEA	CPS CASEWORKER (HELP)	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002937	60101000	CSEA	RECLASS TO CASE SUPV GRADE B	2,606.00	72.00	74.00	11.00	157.00
601004103	60101000	CSEA	CASEWORKER	59,595.00	1,639.00	1,684.00	254.00	3,577.00
601303102	60131000	CSEA	SR CLERK	11,806.00	325.00	334.00	50.00	709.00
601003102	60101000	CSEA	EMPLOY & TRAIN ASST	48,827.00	1,343.00	1,380.00	208.00	2,931.00
601003104	60101000	CSEA	SR E & T COUNSELOR	97,820.00	2,690.00	2,764.00	417.00	5,871.00
626110101	62611000	CSEA	COORD WIA/E & T	121,662.00	3,346.00	3,438.00	519.00	7,303.00
626110102	62611000	CSEA	ASST COORD WIA/E & T	62,343.00	1,714.00	1,761.00	266.00	3,741.00
601004102	60101000	CSEA	ACCOUNT CLERK/TYPIST	25,645.00	705.00	724.00	109.00	1,538.00
601004104	60101000	CSEA	SOC SVCS SUPV	80,294.00	2,208.00	2,269.00	342.00	4,819.00
601004105	60101000	CSEA	SR TYPIST	52,676.00	1,449.00	1,489.00	225.00	3,163.00
601004108	60101000	CSEA	SOC SVCS SPECIALIST I	63,420.00	1,744.00	1,792.00	271.00	3,807.00
601004110	60101000	CSEA	SOC SVCS SPECIALIST I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601004115	60101000	CSEA	SOC SVCS SPECIALIST I	56,408.00	1,551.00	1,594.00	241.00	3,386.00
601004116	60101000	CSEA	COORD MEDICAID/LTC	97,164.00	2,672.00	2,745.00	414.00	5,831.00
601004117	60101000	CSEA	SR ACCOUNT CLERK	48,827.00	1,343.00	1,380.00	208.00	2,931.00
601004118	60101000	CSEA	SOC SVCS SPECIALIST I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601004120	60101000	CSEA	SOC SVCS SPECIALIST I	71,194.00	1,958.00	2,012.00	304.00	4,274.00
601004124	60101000	CSEA	SOC SVCS SPECIALIST I	67,804.00	1,865.00	1,916.00	289.00	4,070.00
601004128	60101000	CSEA	SOC SVCS SPECIALIST I (SP)	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601004129	60101000	CSEA	OFFICE ASSISTANT	45,650.00	1,255.00	1,290.00	195.00	2,740.00
601006902	60101000	CSEA	RECLASS TO PRINCIPAL OFFICE ASSISTANT (SPLIT W/WMS)	42,251.00	1,162.00	1,194.00	180.00	2,536.00
601007104	60101000	CSEA	SOC SVCS SUPV	16,059.00	442.00	454.00	69.00	965.00
601007105	60101000	CSEA	SOC SVCS SPEC I	43,050.00	1,184.00	1,217.00	184.00	2,585.00
601007106	60101000	CSEA	SOC SVCS SPECIALIST I (SP)	50,076.00	1,377.00	1,415.00	214.00	3,006.00
601007107	60101000	CSEA	SOC SVCS SPECIALIST I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601007109	60101000	CSEA	SOC SVCS SPECIALIST I	33,902.00	932.00	958.00	145.00	2,035.00
601007111	60101000	CSEA	SR OFFICE ASST	22,039.00	606.00	623.00	94.00	1,323.00
601007113	60101000	CSEA	COORD TEMPORARY ASSISTANCE	66,315.00	1,824.00	1,874.00	283.00	3,981.00
601007914	60101000	CSEA	SOC SVCS SPECIALIST TRN	50,576.00	1,391.00	1,429.00	216.00	3,036.00
601008104	60101000	CSEA	CHILD SUPP SPECIALIST I	56,408.00	1,551.00	1,594.00	241.00	3,386.00
601008105	60101000	CSEA	CHILD SUPP SPECIALIST I	72,454.00	1,992.00	2,047.00	309.00	4,348.00
601008106	60101000	CSEA	CHILD SUPP SPECIALIST I	50,576.00	1,391.00	1,429.00	216.00	3,036.00
601008107	60101000	CSEA	ACCOUNT CLERK II	65,695.00	1,807.00	1,857.00	280.00	3,944.00
601010102	60101000	CSEA	SR RESOURCE SPECIALIST	92,950.00	2,556.00	2,626.00	396.00	5,578.00
601016104	60101000	CSEA	SR COMPUTER OPERS SPECIALIST	84,028.00	2,311.00	2,375.00	358.00	5,044.00
601006902	60101000	CSEA	RECLASS TO PRINCIPAL OFFICE ASSISTANT (SPLIT W/ TRAIN	28,167.00	775.00	796.00	120.00	1,691.00
601007108	60101000	CSEA	ACCOUNT CLERK II	55,097.00	1,515.00	1,557.00	235.00	3,307.00
601020104	60101000	CSEA	PR ACCOUNT CLERK	46,106.00	1,268.00	1,303.00	197.00	2,768.00
601002115	60101000	CSEA	SR ACCOUNT CLERK (RECLASS FROM DSS SERVICES)	65,368.00	1,798.00	1,847.00	279.00	3,924.00
601020107	60101000	CSEA	LEGAL ASSISTANT	66,380.00	1,825.00	1,875.00	283.00	3,983.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
601020109	60101000	CSEA	CLERK II (SP)	61,490.00	1,691.00	1,738.00	262.00	3,691.00
601020111	60101000	CSEA	ACCOUNTING SUPV	115,854.00	3,186.00	3,274.00	494.00	6,954.00
601020112	60101000	CSEA	PR ACCOUNT CLERK	76,843.00	2,113.00	2,171.00	328.00	4,612.00
601020113	60101000	CSEA	CLERK (SP)	52,030.00	1,431.00	1,470.00	222.00	3,123.00
601020117	60101000	CSEA	PR OFFICE ASSISTANT	31,489.00	866.00	890.00	134.00	1,890.00
601020118	60101000	CSEA	SR TYPIST	50,650.00	1,393.00	1,431.00	216.00	3,040.00
601020119	60101000	CSEA	SR ACCOUNT CLERK	48,827.00	1,343.00	1,380.00	208.00	2,931.00
601020126	60101000	CSEA	INTERMEDIATE OFFICE ASSISTANT	58,831.00	1,618.00	1,662.00	251.00	3,531.00
601020904	60101000	CSEA	RECLASS TO FISCAL TECHNICIAN	2,322.00	64.00	66.00	10.00	140.00
601020914	60101000	CSEA	FISCAL TECHNICIAN	62,343.00	1,714.00	1,761.00	266.00	3,741.00
601020922	60101000	CSEA	RECLASS TO CONFIDENTIAL SECRETARY II (SPLIT W/MENTAL	40,239.00	1,107.00	1,137.00	172.00	2,416.00
626110103	62611000	CSEA	WIA INT SVC CASE MGR	84,308.00	2,318.00	2,382.00	360.00	5,060.00
626110104	62611000	CSEA	WIA ASST	48,827.00	1,343.00	1,380.00	208.00	2,931.00
601303102	60131000	CSEA	SR CLERK	35,420.00	974.00	1,001.00	151.00	2,126.00
601302102	60131000	CSEA	VICTIM ADVOCATE	67,804.00	1,865.00	1,916.00	289.00	4,070.00
601302103	60131000	CSEA	SR BILINGUAL VICTIM ADVOCATE	71,421.00	1,964.00	2,018.00	305.00	4,287.00
651010109	65101000	CSEA	TYPIST	45,650.00	1,255.00	1,290.00	195.00	2,740.00
661010102	65101000	CSEA	INSPECTOR WEIGHTS & MEASURES	52,482.00	1,443.00	1,483.00	224.00	3,150.00
677210104	67721000	CSEA	AGING SERVICES AIDE	37,901.00	1,042.00	1,071.00	162.00	2,275.00
677210105	67721000	CSEA	CASEWORKER	72,829.00	2,003.00	2,058.00	311.00	4,372.00
677210107	67721000	CSEA	ACCOUNT CLERK/TYPIST	51,290.00	1,410.00	1,449.00	219.00	3,078.00
677210108	67721000	CSEA	AGING SVCS AIDE	39,601.00	1,089.00	1,119.00	169.00	2,377.00
677210109	67721000	CSEA	AGING SVCS AIDE	26,090.00	717.00	737.00	111.00	1,565.00
677210111	67721000	CSEA	CASEWORKER	65,543.00	1,802.00	1,852.00	280.00	3,934.00
677210118	67721000	CSEA	TYPIST	38,933.00	1,071.00	1,100.00	166.00	2,337.00
677210120	67721000	CSEA	SR CASEWORKER (OSR))Moved from 10677201.10194)	88,229.00	2,426.00	2,493.00	376.00	5,295.00
677210122	67721000	CSEA	ACCOUNT CLERK	56,145.00	1,544.00	1,586.00	239.00	3,369.00
677210123	67721000	CSEA	CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
677210127	67721000	CSEA	DRIVER	50,822.00	1,398.00	1,436.00	217.00	3,051.00
677210128	67721000	CSEA	CDL DRIVER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
677210130	67721000	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677210132	67721000	CSEA	DRIVER	58,593.00	1,611.00	1,655.00	250.00	3,516.00
677210135	67721000	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677210136	67721000	CSEA	DRIVER	50,822.00	1,398.00	1,436.00	217.00	3,051.00
677210137	67721000	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677210138	67721000	CSEA	DRIVER	63,369.00	1,743.00	1,791.00	270.00	3,804.00
677210141	67721000	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677210142	67721000	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677210146	67721000	CSEA	FISCAL TECHNICIAN	80,124.00	2,203.00	2,264.00	342.00	4,809.00
677210147	67721000	CSEA	TRANSPORTATION COORD (RECLASSIFIED FROM HEAD DRIVE	66,360.00	1,825.00	1,875.00	283.00	3,983.00
677210148	67721000	CSEA	ACCOUNT CLERK/TYPIST	42,456.00	1,168.00	1,200.00	181.00	2,549.00
677210150	67721000	CSEA	OFFICE ASSISTANT	35,868.00	986.00	1,013.00	153.00	2,152.00
677210151	67721000	CSEA	OFFICE ASSISTANT	29,350.00	807.00	829.00	125.00	1,761.00
677210156	67721000	CSEA	CASEWORKER ASST (OSR)	43,929.00	1,208.00	1,241.00	187.00	2,636.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
677210153	67721000	CSEA	CASEWORKER ASST (OSR)	61,500.00	1,691.00	1,738.00	262.00	3,691.00
677210154	67721000	CSEA	RECEPTIONIST	51,290.00	1,410.00	1,449.00	219.00	3,078.00
677210155	67721000	CSEA	CASEWORKER ASST (OSR)	71,193.00	1,958.00	2,012.00	304.00	4,274.00
677210904	67721000	CSEA	REALLOCATION FROM GRADE 2 TO GRADE 8 - Tentative at Gr	3,189.00	88.00	90.00	14.00	192.00
677210908	67721000	CSEA	REALLOCATION FROM GRADE 2 TO GRADE 8 - Tentative at Gr	6,049.00	166.00	171.00	26.00	363.00
677210909	67721000	CSEA	REALLOCATION FROM GRADE 2 TO GRADE 8 - 25 HPW TO 35	15,000.00	413.00	424.00	64.00	901.00
677210911	67721000	CSEA	INCREASE TO 35 HPW	10,927.00	300.00	308.00	47.00	655.00
677210912	67721000	CSEA	REALLOCATION FROM GRADE 2 TO GRADE 8 - 25 HPW TO 35	17,569.00	483.00	496.00	75.00	1,054.00
677210152	67721000	CSEA	RECLASS FROM AGING SVCS AIDE FT TO OFFICE ASSISTAN	29,351.00	807.00	829.00	125.00	1,761.00
677410104	67741000	CSEA	COOK (Moved from 10677400.10185/10677800	54,851.00	1,508.00	1,549.00	234.00	3,291.00
677410107	67741000	CSEA	COOK (Moved from 10677400.10185/10677800	54,632.00	1,502.00	1,543.00	233.00	3,278.00
677410108	67741000	CSEA	DIETARY TECHNICIAN(Moved from 10677400.10185/106778	41,969.00	1,154.00	1,186.00	179.00	2,519.00
677410112	67741000	CSEA	FOOD SERVICE HELPER	35,639.00	980.00	1,007.00	152.00	2,139.00
677410115	67741000	CSEA	FOOD SERVICE HELPER	25,500.00	701.00	720.00	109.00	1,530.00
677410118	67741000	CSEA	FOOD SERVICE HELPER	28,287.00	778.00	799.00	121.00	1,698.00
677410123	67741000	CSEA	FOOD SERVICE HELPER	23,521.00	647.00	665.00	100.00	1,412.00
677410127	67741000	CSEA	COOK	47,404.00	1,304.00	1,340.00	202.00	2,846.00
677410109	67741000	CSEA	NUTRITION SITE MGR (Moved from 10677200)	47,130.00	1,296.00	1,332.00	201.00	2,829.00
677410130	67741000	CSEA	HEAD COOK	63,345.00	1,742.00	1,790.00	270.00	3,802.00
677410131	67741000	CSEA	COOK	45,650.00	1,255.00	1,290.00	195.00	2,740.00
677410116	67741000	CSEA	CASEWORKER ASST (OSR) (Moved from 10677200)	73,330.00	2,017.00	2,072.00	313.00	4,402.00
677410105	67741000	CSEA	NUTRITION SITE MGR (Moved from 10677200)	53,983.00	1,485.00	1,526.00	230.00	3,241.00
677410106	67741000	CSEA	NUTRITION SITE MGR (Moved from 10677200)	44,885.00	1,234.00	1,268.00	191.00	2,693.00
677410133	67741000	CSEA	FOOD SERVICE HELPER	28,285.00	778.00	799.00	121.00	1,698.00
677410126	67741000	CSEA	DRIVER	28,136.00	774.00	795.00	120.00	1,689.00
677410135	67741000	CSEA	NUTRITION SITE MGR	44,886.00	1,234.00	1,268.00	191.00	2,693.00
677810107	67781000	CSEA	FOOD SERVICE HELPER	28,287.00	778.00	799.00	121.00	1,698.00
677510101	67751000	CSEA	CASEWORKER	72,829.00	2,003.00	2,058.00	311.00	4,372.00
677510102	67751000	CSEA	CASEWORKER (Moved from 10677600)	69,519.00	1,912.00	1,965.00	297.00	4,174.00
677710105	67771000	CSEA	DAY CARE HELPER	36,102.00	993.00	1,020.00	154.00	2,167.00
677710107	67771000	CSEA	DAY CARE HELPER	25,788.00	709.00	728.00	110.00	1,547.00
677710110	67771000	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677710111	67771000	CSEA	CASEWORKER	80,294.00	2,208.00	2,269.00	342.00	4,819.00
677710113	67771000	CSEA	DAY CARE HELPER	42,792.00	1,177.00	1,209.00	183.00	2,569.00
677710114	67771000	CSEA	DAY CARE HELPER	23,792.00	654.00	672.00	101.00	1,427.00
677710115	67771000	CSEA	CASEWORKER/RN	84,308.00	2,318.00	2,382.00	360.00	5,060.00
677710116	67771000	CSEA	DAY CARE HELPER	23,792.00	654.00	672.00	101.00	1,427.00
677710118	67771000	CSEA	DRIVER	55,803.00	1,535.00	1,577.00	238.00	3,350.00
677710121	67771000	CSEA	DAY CARE HELPER	23,792.00	654.00	672.00	101.00	1,427.00
677210133	67721000	CSEA	DRIVER (Moved from 10672000)	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677710905	67771000	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	5,034.00	138.00	142.00	21.00	301.00
677710907	67771000	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	3,595.00	99.00	102.00	15.00	216.00
677710913	67771000	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	4,828.00	133.00	137.00	21.00	291.00
677710914	67771000	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	2,785.00	77.00	79.00	12.00	168.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
677710916	67771000	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	2,785.00	77.00	79.00	12.00	168.00
677710921	67771000	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	2,785.00	77.00	79.00	12.00	168.00
677910102	67791000	CSEA	REG PROF NURSE (OSR)	42,568.00	1,171.00	1,203.00	182.00	2,556.00
677910101	67791000	CSEA	AGING SERVICES AIDE II	49,552.00	1,363.00	1,400.00	211.00	2,974.00
677910103	67791000	CSEA	DRIVER (Moved From 10677300)	12,200.00	336.00	345.00	52.00	733.00
677910902	67791000	CSEA	REALLOCATION FROM GRADE 15 TO GRADE 17-25 HPW	4,096.00	113.00	116.00	18.00	247.00
711010105	71101000	CSEA	LABORER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
711010109	71101000	CSEA	CONSTR EQUIP OPER II	82,872.00	2,279.00	2,342.00	354.00	4,975.00
711010112	71101000	CSEA	LABORER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
711010116	71101000	CSEA	R M E O I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
711010117	71101000	CSEA	LABORER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
711010119	71101000	CSEA	LABORER	50,822.00	1,398.00	1,436.00	217.00	3,051.00
711010120	71101000	CSEA	LABORER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
711010122	71101000	CSEA	R M E O I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
711010124	71101000	CSEA	FARM ASSISTANT	57,128.00	1,571.00	1,614.00	244.00	3,429.00
711010125	71101000	CSEA	SENIOR FARM ASSISTANT	61,500.00	1,691.00	1,738.00	262.00	3,691.00
711010126	71101000	CSEA	CREW CHIEF	79,148.00	2,177.00	2,237.00	338.00	4,752.00
711010127	71101000	CSEA	ASST MAINT MASON II	63,389.00	1,743.00	1,791.00	270.00	3,804.00
711010128	71101000	CSEA	SENIOR PARK RANGER	64,575.00	1,776.00	1,825.00	275.00	3,876.00
711010129	71101000	CSEA	SUPV CREW CHIEF II (RECLASSIFIED FROM SUPV CREW CHIEF	102,329.00	2,814.00	2,891.00	436.00	6,141.00
711010130	71101000	CSEA	SR ACCOUNT CLERK	56,652.00	1,558.00	1,601.00	242.00	3,401.00
731010110	73101000	CSEA	YOUTH PRGM SPECIALIST	14,566.00	401.00	412.00	62.00	875.00
731013103	73101000	CSEA	YOUTH PRGM SPECIALIST	29,132.00	801.00	823.00	124.00	1,748.00
731013104	73101000	CSEA	YOUTH PRGM SPECIALIST	69,519.00	1,912.00	1,965.00	297.00	4,174.00
731010111	73101000	CSEA	SR TYPIST	55,097.00	1,515.00	1,557.00	235.00	3,307.00
731010113	73101000	CSEA	ACCOUNT CLERK	49,046.00	1,349.00	1,386.00	209.00	2,944.00
601020126	60101000	CSEA	INTERMEDIATE OFFICE ASSISTANT	6,537.00	180.00	185.00	28.00	393.00
731010110	73101000	CSEA	YOUTH PRGM SPECIALIST	58,263.00	1,602.00	1,646.00	248.00	3,496.00
731013103	73101000	CSEA	YOUTH PRGM SPECIALIST	43,697.00	1,202.00	1,235.00	186.00	2,623.00
751110104	75111000	CSEA	COUNTY HISTORIAN AIDE	26,446.00	727.00	747.00	113.00	1,587.00
751110105	75111000	CSEA	COUNTY HISTORIAN AIDE	26,446.00	727.00	747.00	113.00	1,587.00
802010103	80201000	CSEA	PR TYPIST	83,963.00	2,309.00	2,372.00	358.00	5,039.00
802010104	80201000	CSEA	SR PLANNING ASSISTANT	107,373.00	2,953.00	3,034.00	458.00	6,445.00
802010105	80201000	CSEA	PLANNER	69,724.00	1,917.00	1,970.00	297.00	4,184.00
802010109	80201000	CSEA	SR ACCOUNT CLERK	62,256.00	1,712.00	1,759.00	266.00	3,737.00
802010116	80201000	CSEA	PLANNING ASSISTANT	63,871.00	1,756.00	1,804.00	272.00	3,832.00
802010121	80201000	CSEA	PLANNER I (GRADE 16)	62,343.00	1,714.00	1,761.00	266.00	3,741.00
802010122	80201000	CSEA	ACCOUNT CLERK	42,456.00	1,168.00	1,200.00	181.00	2,549.00
511010101	51101000	CSEA	CONSTR MAT & HWY DISP	52,482.00	1,443.00	1,483.00	224.00	3,150.00
511010103	51101000	CSEA	R M E O I	56,408.00	1,551.00	1,594.00	241.00	3,386.00
511010104	51101000	CSEA	LABORER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
511010106	51101000	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010108	51101000	CSEA	R M E O I	58,756.00	1,616.00	1,660.00	251.00	3,527.00
511010109	51101000	CSEA	R M E O II	83,963.00	2,309.00	2,372.00	358.00	5,039.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
511010110	51101000	CSEA	CONSTR EQUIP OPER II	91,367.00	2,513.00	2,582.00	390.00	5,485.00
511010111	51101000	CSEA	CONSTR EQUIP OPER	79,148.00	2,177.00	2,237.00	338.00	4,752.00
511010113	51101000	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010114	51101000	CSEA	R M E O II	73,938.00	2,033.00	2,089.00	315.00	4,437.00
511010116	51101000	CSEA	CONSTR EQUIP OPER II	72,979.00	2,007.00	2,062.00	311.00	4,380.00
511010120	51101000	CSEA	CREW CHIEF	66,380.00	1,825.00	1,875.00	283.00	3,983.00
511010121	51101000	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010123	51101000	CSEA	R M E O II	61,010.00	1,678.00	1,724.00	260.00	3,662.00
511010125	51101000	CSEA	TREE MAINT EQP OP II	72,829.00	2,003.00	2,058.00	311.00	4,372.00
511010130	51101000	CSEA	R M E O I	56,408.00	1,551.00	1,594.00	241.00	3,386.00
511010131	51101000	CSEA	MAINT MASON	84,028.00	2,311.00	2,375.00	358.00	5,044.00
511010140	51101000	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010148	51101000	CSEA	LEAD CONSTR EQUIP OPER	95,420.00	2,624.00	2,696.00	407.00	5,727.00
511010149	51101000	CSEA	TREE MAINT EQP OP I	66,380.00	1,825.00	1,875.00	283.00	3,983.00
511010150	51101000	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010151	51101000	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010152	51101000	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010153	51101000	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010155	51101000	CSEA	LEAD CREW CHIEF	95,420.00	2,624.00	2,696.00	407.00	5,727.00
511010156	51101000	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010159	51101000	CSEA	SUPV CREW CHIEF II	134,364.00	3,695.00	3,797.00	573.00	8,065.00
511010160	51101000	CSEA	ASST MAINT MASON II	69,503.00	1,911.00	1,964.00	296.00	4,171.00
511010161	51101000	CSEA	LEAD CREW CHIEF II (RECLASSIFIED FROM CREW CHIEF II)	95,420.00	2,624.00	2,696.00	407.00	5,727.00
511090120	51101000	CSEA	RECLASS TO CREW CHIEF II	3,139.00	86.00	88.00	13.00	187.00
511090131	51101000	CSEA	RECLASS TO SUPER CREW CHIEF I	4,240.00	117.00	120.00	18.00	255.00
511090151	51101000	CSEA	RECLASS FROM RMEO II TO CREW CHIEF I	2,509.00	69.00	71.00	11.00	151.00
513010101	51301000	CSEA	AUTOMOTIVE MECHANIC	84,308.00	2,318.00	2,382.00	360.00	5,060.00
513010104	51301000	CSEA	AUTOMOTIVE MECHANIC	66,598.00	1,831.00	1,881.00	284.00	3,996.00
513010105	51301000	CSEA	AUTOMOTIVE MECHANIC	72,829.00	2,003.00	2,058.00	311.00	4,372.00
513010106	51301000	CSEA	AUTOMOTIVE BODY MECHANIC	86,838.00	2,388.00	2,454.00	370.00	5,212.00
513010110	51301000	CSEA	LEAD DIESEL MECHANIC	80,457.00	2,213.00	2,274.00	343.00	4,830.00
513010111	51301000	CSEA	LEAD AUTOMOTIVE MECHANIC	80,027.00	2,201.00	2,262.00	341.00	4,804.00
513010112	51301000	CSEA	AUTOMOTIVE MECHANIC	80,294.00	2,208.00	2,269.00	342.00	4,819.00
513010113	51301000	CSEA	CHIEF MECHANIC II	115,967.00	3,189.00	3,277.00	495.00	6,961.00
513010115	51301000	CSEA	AUTO MECHANIC HELPER	56,408.00	1,551.00	1,594.00	241.00	3,386.00
				\$ 25,837,334.00	\$ 710,528.00	\$ 730,072.00	\$ 110,203.00	\$ 1,550,803.00

6 ff

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

APPROVAL – FUND TRANSFER (25T037) – OSR – PERSONNEL - REALLOCATE SALARIES TO APPROPRIATE GRANT

WHEREAS, the Deputy Director of Office for Senior Resources has requested a fund transfer (25T037) to reallocate salaries to the appropriate grant they are charged to; and

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

RESOLVED, that the following fund transfer be made:

Decrease:

10677700 51000 10110	Driver	53,146
10677200 51000 10136	Driver	50,822
10677400 51000 10135	Nutrition Site Manager	44,886
10677400 51000 10109	Nutrition Site Manager	47,130
10677400 51000 10105	Nutrition Site Manager	53,983
10677400 51000 10106	Nutrition Site Manager	44,885
10677400 51000 10132	Nutrition Services Manager	84,050
10677400 58002	FICA	21,033
10677200 58002	FICA	3,888
10677700 58002	FICA	<u>4,066</u>
		407,889

Increase:

10677200 51000 10110	Driver	53,146
10677700 51000 10110	Driver	50,822
10677200 51000 10158	Nutrition Site Manager	44,886
10677200 51000 10158	Nutrition Site Manager	47,130
10677200 51000 10160	Nutrition Site Manager	53,983
10677200 51000 10161	Nutrition Site Manager	44,885
10677200 51000 10162	Nutrition Services Manger	84,050
10677200 58002	FICA	21,033
10677700 58002	FICA	3,888
10677200 58002	FICA	<u>4,066</u>
		407,889

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

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

cc: all Pers. - Other Business
A+A

Reso

COUNTY OF PUTNAM
FUND TRANSFER REQUEST

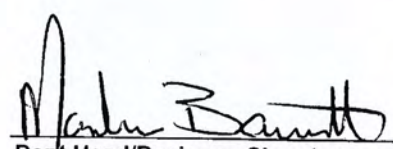
TO: Commissioner of Finance
FROM: Marlene Barrett
DEPT: Office for Senior Resources
DATE: 02/07/25

I hereby request approval for the following amendment of funds:

FROM ACCOUNT# /NAME	TO ACCOUNT# NAME	AMOUNT	PURPOSE
10677700-51000.10110	10677200-51000.10110	\$ 53,146.00	Reallocate salaries to the grant
10677200-51000.10136	10677700-51000.10110	\$ 50,822.00	that they are charged to.
10677400-51000.10135	10677200-51000.10158	\$ 44,886.00	"
10677400-51000.10109	10677200-51000.10159	\$ 47,130.00	"
10677400-51000.10105	10677200-51000.10160	\$ 53,983.00	"
10677400-51000.10106	10677200-51000.10161	\$ 44,885.00	"
10677400-51000.10132	10677200-51000.10162	\$ 84,050.00	"
10677400-58002	10677200-58002	\$ 21,033.00	Applicable FICA allocation based
10677200-58002	10677700-58002	\$ 3,888.00	on the above salaries.
10677700-58002	10677200-58002	\$ 4,066.00	"
		\$ 407,889.00	

2025 FEB 11 AM 11:40
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

2025 Fiscal Impact \$ 0.00
2026 Fiscal Impact \$ 0.00



Dept Head/Designee Signature

02/07/25

Date

AUTHORIZATION: (Electronic Signatures)

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

25T037

Kevin M. Byrne
County Executive



Marlene Barrett
Acting Director

MEMORANDUM

DATE: 2/7/25

TO: Michael Lewis

CC: Paul Eldridge, Kevin Monaghan, Thomas DeMarchi

FROM: Marlene Barrett

RE: OSR 2025 Budget – proposed Personnel Changes

OSR would like to reallocate the salaries of certain employees to the proper budget organizations based on their respective grant allocations. This is to allow our salary expenses to be better aligned with the grant revenues received for those employees. Below is a summary of the requested changes as well as the total fiscal impact on our budget organizations.

FROM	TO		
ACCOUNT# NAME	ACCOUNT# NAME	AMOUNT	PURPOSE
10677700-51000.10110	10677200-51000.10110	\$ 53,146.00	Reallocate salaries to the grant
10677200-51000.10136	10677700-51000.10110	\$ 50,822.00	that they are charged to.
10677400-51000.10135	10677200-51000.10158	\$ 44,886.00	"
10677400-51000.10109	10677200-51000.10159	\$ 47,130.00	"
10677400-51000.10105	10677200-51000.10160	\$ 53,983.00	"
10677400-51000.10106	10677200-51000.10161	\$ 44,885.00	"
10677400-51000.10132	10677200-51000.10162	\$ 84,050.00	"
10677400-58002	10677200-58002	\$ 21,033.00	Applicable FICA allocation based
10677200-58002	10677700-58002	\$ 3,888.00	on the above salaries.
10677700-58002	10677200-58002	\$ 4,066.00	"
		\$ 407,889.00	

We are happy to provide any additional information or documentation to help facilitate this reallocation and we appreciate your support. Thank you.

Position Number	Last Name	First Name	Group/BU	Position Number Description	Service Date	2025 Adopted	2025 FICA	2025 Total	Notes
1067700	677740110		CSEA	DRIVER	11/15/2016	53,146.00	4,065.67	57,211.67	Position to be moved from 6777 to 6772
1067700	677210136		CSEA	DRIVER	04/13/2023	50,822.00	3,887.88	54,709.88	Position to be moved from 6772 to 6777
10677400	OFFICE FOR SENIOR RESOURCES -								
	TITLE VI								
	677410135		CSEA	NUTRITION SITE MGR	02/14/2022	44,886.00	3,433.78	48,319.78	Position to be moved from 6774 to 6772
	677410109		CSEA	NUTRITION SITE MGR	04/29/2012	47,130.00	3,605.45	50,735.45	Position to be moved from 6774 to 6772
	677410105		CSEA	NUTRITION SITE MGR	07/23/2005	53,983.00	4,129.70	58,112.70	Position to be moved from 6774 to 6772
	677410106		CSEA	NUTRITION SITE MGR	10/24/2016	44,885.00	3,433.70	48,318.70	Position to be moved from 6774 to 6772
	677410132		PUMA	NUTRITION SERVICES MANAGER	04/08/2024	84,050.00	6,429.83	90,479.83	Position to be moved from 6774 to 6772

Summary		Salary	
Position Number	From	To	
1067700.10110	1067700	1067700	53,146.00
10677200.10136	10677200	10677200	50,822.00
10677400.10135	10677400	10677400	44,886.00
10677400.10109	10677400	10677400	47,130.00
10677400.10105	10677400	10677400	53,983.00
10677400.10106	10677400	10677400	44,885.00
10677400.10132	10677400	10677400	84,050.00

Total Salaries -5100 378,902.00
Total FICA -58002 28,987.00
Grant Total to Transfer 407,889.00

Kevin M. Byrne
County Executive



Marlene Barrett
Acting Director

MEMORANDUM

DATE: 2/7/25
TO: Diane Schonfeld
CC: Michael Lewis, Kevin Monaghan, Thomas DeMarchi
FROM: Marlene Barrett
RE: OSR 2025 Budget – Personnel Changes – Letter of Necessity

The OSR is requesting the attached budget transfer for our personnel in the 2025 budget year and from our perspective it is imperative to have this reviewed by the personnel committee this February 13th, 2025, for 3 critical reasons. As followed:

1. NYSOFA grant reimbursement voucher requests are due beginning March 31st, 2025. If the transfer was to be delayed past that date our organization may miss the opportunity to claim Q1 reimbursement.
2. There may be retroactive work required in the payroll department to reallocate salaries already paid from the original 2025 budget lines. Further delay may cause more undue work on another County Department which not advantageous.
3. Lastly, the sooner this change is made the better because it protects us in the case of NYSOFA audit. While uncommon, in an audit situation it is always best practice to have our County Budget aligned with the individualized federal and state budget allocations to ensure transparency.

Thank you for your attention to this matter. Feel to call our office with questions or concerns.

COUNTY OF PUTNAM

FUND TRANSFER REQUEST

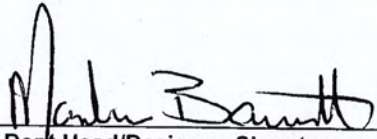
TO: Commissioner of Finance
FROM: Marlene Barrett
DEPT: Office for Senior Resources
DATE: 02/07/25

I hereby request approval for the following amendment of funds:

FROM ACCOUNT# /NAME	TO ACCOUNT# NAME	AMOUNT	PURPOSE
10677700-51000.10110	10677200-51000.10110	\$ 53,146.00	Reallocate salaries to the grant
10677200-51000.10136	10677700-51000.10110	\$ 50,822.00	that they are charged to.
10677400-51000.10135	10677200-51000.10158	\$ 44,886.00	"
10677400-51000.10109	10677200-51000.10159	\$ 47,130.00	"
10677400-51000.10105	10677200-51000.10160	\$ 53,983.00	"
10677400-51000.10106	10677200-51000.10161	\$ 44,885.00	"
10677400-51000.10132	10677200-51000.10162	\$ 84,050.00	"
10677400-58002	10677200-58002	\$ 21,033.00	Applicable FICA allocation based
10677200-58002	10677700-58002	\$ 3,888.00	on the above salaries.
10677700-58002	10677200-58002	\$ 4,066.00	"
		\$ 407,889.00	

Driver
Driver
Nutrition Site Manager
Nutrition Site Manager
Nutrition Site Manager
Nutrition Services Manager

2025 Fiscal Impact \$ 0.00
2026 Fiscal Impact \$ 0.00


 Dept Head/Designee Signature 02/07/25
Date

AUTHORIZATION: (Electronic Signatures)

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

25T037

#699

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

APPROVAL – BUDGETARY AMENDMENT (25A014) – SHERIFF’S OFFICE – GPS TECHNOLOGY FOR PUTNAM COUNTY PATROL FLEET

WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (25A014) to account for Audio and Visual Equipment for the implementation of GPS technology for Putnam County Patrol Fleet; and

WHEREAS, this request will supply each division, within the Putnam County’s Sheriff’s Office, with the ability to monitor patrol locations and offer the ability to view live video feed of AXON Body Cameras, AXON Drone live feed, along with Computer Aided Dispatch; and

WHEREAS, all equipment is to be purchased in accordance with the County’s Purchasing Policy; and

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

RESOLVED, that the following budgetary amendment be made:

Increase Estimated Revenues:

13311000 42605	Inmate T Commission Use of Reserve	17,632
15311000 42605	Inmate T Commission Use of Reserve	<u>14,864</u>
		32,496

Increase Appropriations:

13311000 52140	Audio Visual Equipment	7,633
13311000 54370	Automotive Equipment	9,999
15311000 54782	Software Accessories	<u>14,864</u>
		32,496

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

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



cc: all
Prot.
A+A

Reso

MICHAEL LEWIS
Commissioner of Finance

SHEILA BARRETT
First Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

February 5, 2025

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

2025 FEB -5 PM 3:49
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Dear Ms. Schonfeld,

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

Increase Estimated Revenues:

13311000 426605	INMATE T COMM USE OF RESERVE	\$17,632.00
15311000 426605	INMATE T COMM USE OF RESERVE	\$14,864.00
	TOTAL	\$32,496.00 ✓

Increase Appropriations:

13311000 52140	AUDIO VISUAL EQUIPMENT	\$7,633.00
13311000 54370	AUTOMOTIVE EQUIPMENT	\$9,999.00
15311000 54782	SOFTWARE ACCESSORIES	\$14,864.00
		\$32,496.00 ✓

2025 Fiscal Impact -0-
2026 Fiscal Impact -0-

This request is to amend the 2025 Sheriff's Department's budget, for Audio and Visual Equipment, for the implementation of GPS technology for Putnam County Patrol Fleet. This request will supply each division, within Putnam County's Sheriff's Office, with the ability to monitor patrol locations and offer the ability to view live video feed of AXON Body Cameras, AXON Drone live feed, along with Computer Aided Dispatch. All equipment is to be purchased in accordance with the County's Purchasing Policy.

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

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

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

25A014

P-1

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

February 3, 2025

TO: Sheriff Kevin J. McConville

FROM: Undersheriff Thomas Lindert 

SUBJECT: REQUEST FOR AUDIO/VISUAL EQUIPMENT FOR MONITORING OF GPS & CLOSEST EMERGENCY VEHICLE FOR IMMEDIATE DISPATCH. OTHER EQUIPMENT

Now with the implementation of the real-time GPS Technology for our Patrol Fleet. This program through the TYLER-RMS- CAD system, for the closest car dispatching, will show Sheriff's Patrol Vehicle location in real time.

At your request to supply each division, within the Sheriff's Office, with the ability to monitor patrol locations and offer the ability to view the live video feed of our new AXON Body Cameras, our AXON Drone live feed, along with Computer Aided Dispatch.

To have this live feed in each division, for all working to view, the following equipment will need to be mounted in common office space for personnel in each division to observe.

This equipment purchase should also include Sheriff McConville's Office, the Sheriff's Communications Room/ Back up 911 Communications Center, Patrol Squad Room, BCI Squad Room, Civil, Undersheriff's Office, and Conference Room/ Command Center, Patrol Captains Office.

The Total of this purchase would be \$7,632.49 with Shipping and mounting equipment.

Budget Line: 13311000-52140

Additionally, with the installation of the AXON tethered drone on one of our vehicles, we would need to update the equipment in the vehicle to accommodate the Drone and to purpose the vehicle as a command post in such events that it is needed.

To do this properly this vehicle would need to be equipped with additional emergency lighting and lighting used to assist in night-time operations.

The Equipment amount would Total \$9,999.31

Budget Line: 13311000-54370

FOIL SOFTWARE:

JustFOIA is a FOIL program needed to greatly enhance our ability to respond efficiently to the public requests for documents and video maintained by the Sheriff's Office. This program will allow us to keep track of all communication between the requestor and office staff, with the ability for supervisors to see all progress on requests and respond in a timely manner.

We currently utilize an Excel spreadsheet, and all communications take place between the requestor and office clerk via email, which severely limits the ability of supervisors or backup clerks to track progress and see potential issues.

JustFOIA will also allow for automatic redaction of sensitive information in a much more detailed and efficient manner. We currently redact manually using a Sharpie marker which has potential for items to be missed and looks very unprofessional.

The new system will also allow us to be able to respond in a more streamlined way to requests for background checks for volunteer firemen, school bus drivers and county volunteers. The current system is a cumbersome paper-based process with mailings back and off.

The number of FOIL requests continues to increase each year, both in volume and complexity, and this program is greatly needed to respond appropriately and within legal timeline parameters.

The Total of this Purchase would be \$14,864.07 for the 9-month period of April 1, 2025, thru December 31, 2025. This item would also be a reoccurring cost in each budget year.

Budget Line: 15311000-54782

TOTAL: \$32,495.87

All equipment is to be purchased in accordance with the County Purchasing Policy.



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

25724733.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 2/3/2025
Valid Through: 3/5/2025
Account #:

Customer Contact: Travis Bjorkander
Email: travis.bjorkander@putnamcountyny

Phone: (845) 225-5255
Fax: (845) 225-1421

AB#: 13250684
PUTNAM COUNTY SHERIFFS DEPT
ACCOUNTS PAYABLE
3 COUNTY CTR
CARMEL, NY 10512
US
(845) 225-4300

AB#: 13250691
Putnam County Sheriffs Dept
3 County Ctr
CARMEL, NY 10512
US
(914) 225-3641

5-30 Days A/R/O	Destination	Heavy Weight Ground	848.00 lbs	Net 30	NCPA 01-144
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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
2	1	41803140	BE75D-H	75" BE75D-H 4K Ultra HD LED-LCD Commercial TV	Samsung Monitors	\$ 812.37	\$ 812.37
3	2	41803137	BE55D-H	55" BE55D-H 4K Ultra HD LED-LCD Commercial TV	Samsung Monitors	\$ 458.06	\$ 916.12
4	3	41803137	BE55D-H	55" BE55D-H 4K Ultra HD LED-LCD Commercial TV	Samsung Monitors	\$ 458.06	\$ 1,368.18
6	8	453393	TLP606	Protect It! Surge (6) Outlet (3 Transformers) 6ft Cord 790 Joules, Light Gray	Tripp Lite	\$ 13.32	\$ 106.56
7	1	4779533	4779533	Liftgate Service	Merrimack Service Handling Fees	\$ 60.00	\$ 60.00
8	1	4779533	4779533	Liftgate Service	Merrimack Service Handling Fees	\$ 60.00	\$ 60.00

Subtotal	\$ 7,287.49
Fee	\$ 0.00
Shipping and Handling	\$ 345.00
Tax	Exempt
Total	\$ 7,632.49

Connection[™]

PUBLIC SECTOR SOLUTIONS

we solve IT[™]

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
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374

THE CRUISERS DIVISION
 420 MOUNT PLEASANT AVE, MAMARONECK, NY 10543
 914-381-7700 · www.copcars.net
 POLICE · DPW · VEHICLES EQUIPMENT · FIRE · EMS

250110 Putnam SO F250 Modification QUOTE keith.puhekker@putnamcountyny.gov

Part	Quan.	List	Cost	Discount	Over Cost	Price	Extended
Vehicle:							
2023 F 250 6.5 Bed	0					\$0.00	\$ -
	1					\$0.00	\$ -
	1					\$0.00	\$ -
Total Vehicle Price	0					\$0.00	\$ -
Contract # Parts: RFB-DCP-08-22							
Contract # Labor: 5848 BPS WC							
EB2SP3* - Whelen 54" Legacy Duo WCX	-1	\$7,056.53		-44.20%		\$3,937.54	\$ (3,937.55)
BSFW47 - Whelen Duo Inner Edge	1	\$1,383.00		-44.20%		\$771.71	\$ 771.72
ISDD - Whelen [RD/WT] Led's	10	\$63.00		-44.20%		\$35.15	\$ 351.54
TCRWX6 - Whelen Tracers Side Mounted	2	\$1,364.00		-44.20%		\$761.11	\$ 1,522.23
TCRWXPJ - Whelen Primary Trio Pods	2	\$116.00		-44.20%		\$64.73	\$ 129.46
TCRWXSJ - Whelen Secondary Trio Pods	10	\$116.00		-44.20%		\$64.73	\$ 647.28
TCRB47 - Whelen Bracket Kits	2	\$110.00		-44.20%		\$61.38	\$ 122.76
TCRWX5 - Whelen Tracer Rear Bumper/Tailgate	1	\$1,173.00		-44.20%		\$654.53	\$ 654.54
TCRWXPJ - Whelen Primary Trio Pods	1	\$116.00		-44.20%		\$64.73	\$ 64.73
TCRWXSJ - Whelen Secondary Trio Pods	4	\$116.00		-44.20%		\$64.73	\$ 258.92
TCRLBKT - Whelen Bracket Kits	4	\$16.00		-44.20%		\$8.93	\$ 35.72
ARGES2 - Whelen Argos Pro Focus Remote Spot Light	1	\$912.00		-44.20%		\$508.90	\$ 508.90
ARGCH1 - Whelen Renote Control	1	\$352.00		-44.20%		\$196.42	\$ 196.42
ARG47DD - Whelen Mount	1	\$116.00		-44.20%		\$64.73	\$ 64.73
TL3JC (2x) - Whelen [RD/BL/WT] Side Mirrors	2	\$221.00		-44.20%		\$123.32	\$ 246.64
PSD02CR (2x) - Whelen [RD/WT]	2	\$218.00		-44.20%		\$121.64	\$ 243.29
PB8223HDL004 - Prograd Hd Push Bumper with 4 [RD/WT] XION	1	\$1,698.00		-10.00%		\$1,528.20	\$ 1,528.20
C-VSW-2400-F150-3 - Havis Console	1	\$891.97		-30.00%		\$624.38	\$ 624.38
CUP2-1001 - Havis dual Cup Holder	1	\$67.00		-30.00%		\$46.90	\$ 46.90
C-ARM-1009 - Havis Arm Rest with Pocket	1	\$329.00		-30.00%		\$230.30	\$ 230.30
C-MCB - Havis Mic Bracket	2	\$19.00		-30.00%		\$13.30	\$ 26.60
APPLE IPAD MOUNT (MODEL) 13" M4 PRO	1					\$0.00	\$ -
RKG-TAB4-APP1 - APPLE IPAD HOLDER	1	\$980.00		-30.00%		\$686.00	\$ 686.00
G-HDM-214 - Havis HD Pole	1	\$515.00		-30.00%		\$360.50	\$ 360.50
G-UMM-103 Mount dor Dock Bracket	1	\$118.00		-30.00%		\$82.60	\$ 82.60
	1					\$0.00	\$ -
	1					\$0.00	\$ -
	1					\$0.00	\$ -
	1					\$0.00	\$ -
Harness and Fuse for the Inverter. Mounted under 2nd row seat	1	\$220.00				\$220.00	\$ 220.00
Install CS inverter (NEED TO KNOW MODEL) 3000 Watt	1					\$0.00	\$ -
Shipping	1	\$225.00				\$225.00	\$ 225.00
MISC	1	\$150.00				\$150.00	\$ 150.00
Labor	25.00 hr	\$157.50/hr				\$157.50	\$ 3,937.50
Additional Parts and Labor Total						\$157.50	\$ 9,999.31

Total \$ 9,999.31

PO to:
 The Cruisers Division
 420 Mt Pleasant Ave
 Mamaroneck, NY 10543

Respectfully Submitted
 Gary Gerstein

Prepared For:

PUTNAM COUNTY SHERIFF'S OFFICE, NY

JustFOIA Proposal Review

January 21, 2025

An overview of the JustFOIA Proposal for the Putnam County Sheriff's Office, NY.

Presented By:

Brittany Turner, Solution Consultant
JustFOIA



AGENDA

E-SIGNATURES

PROPOSAL OVERVIEW

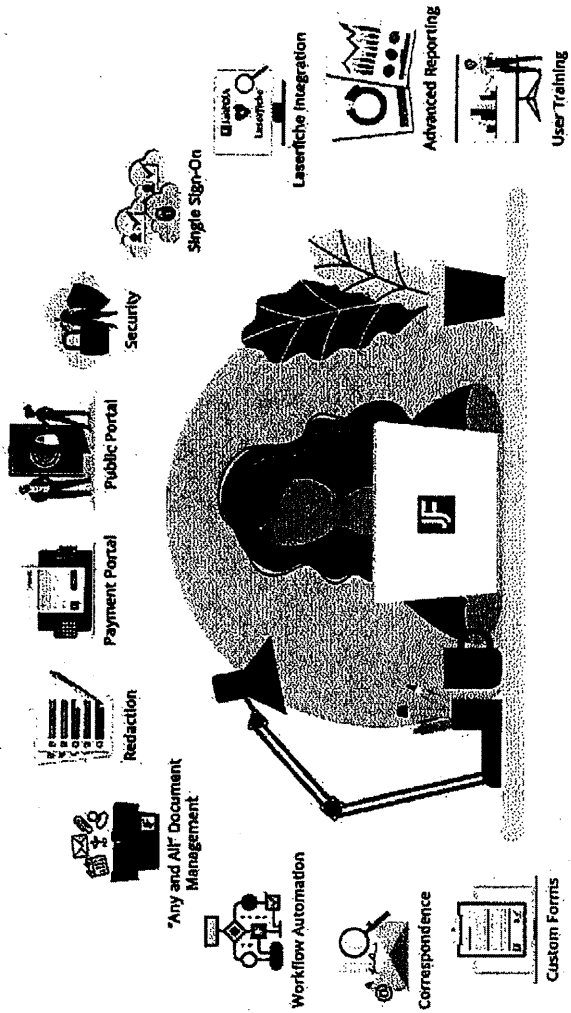
PRO PLUS SUBSCRIPTION

Features and Services

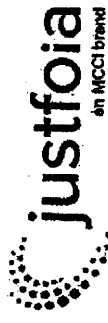
PRICING

IMPLEMENTATION

NEXT STEPS



MEET YOUR CONSULTANT



Brittany Turner

Solution Consultant

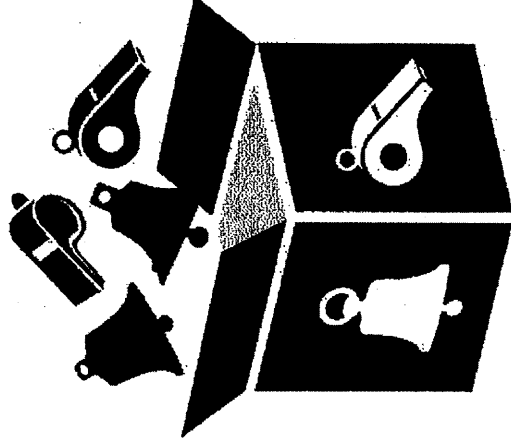
850.304.7658

bturner@justfoia.com

OVERVIEW

JustFOIA Guarantees

- Development fueled by client ideas.
- Personalized white-glove client services.
- Best-in-class technical support.
- Easiest to use or we'll retrain you for free.
- *We are fanatical about client success!*



PRO PLUS SUBSCRIPTION & SERVICES

Security & Compliance:
Single Sign-On (SSO)

Retention Schedules

Time & Materials
Tracking

Any & All Document
Mgmt. (PST Extraction)

Dedicated Client
Success Specialist

Unlimited Data
Storage & Users

Configurable
Workflows

Invoicing Module

Notifications,
Reminders, & Alerts

Live Remote Training

Public Portal, Archive,
& Dynamic Fields

Communication &
Redaction Tools

Reporting Dashboard

Site & Form
Configuration

Training Center for
JustFOIA LMS

ADDITIONAL FEATURES & SERVICES

Managed Support
Services (10 Hours)

Dynamic Fields
Configuration (10)

Redaction Exemption
Configuration

Additional Form
Configuration (4)

Laserfiche Integration
& Configuration

DirectRoute Workflow
Configuration

Payment Portal &
Configuration

Additional Dept.
Onboarding

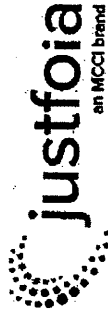
Onsite Training

Sandbox

SUPPLEMENTAL SUPPORT

Description	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
	Technical	MISS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■		■
Remote access support through web meeting	■		■
Access to version updates, security updates and hotfixes	■		■
Customized JustFOIA Training Center Support	■		■
Access to high-level support technicians with enhanced knowledge			■
Remote Training for New/Existing Users			■
Annual System Review (upon Client request)			■
System Settings Consultation			■
Assistance with Current System Modifications*			■
Assistance with New System Configurations**			■
Configuration Changes to Routing of Current DirectRoute Workflows			■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

DYNAMIC FIELDS



Type of Request:
Police

911 Calls

911 calls are NOT maintained by the City of Syracuse; please contact the Onondaga County 911 Center for those records.

<https://forms.ongov.net/foil/>

Description of Request (Be as specific as possible, including names, dates, case numbers, etc. If known.)
divorce

©

Hello, it appears you are looking for a **divorce decree** or other court related records. Please visit the link below for more information. Please do not submit your request through this portal.


- [Court Records](#) (Clerk of Courts, Background Check, Divorce, Traffic Citation, Will, Probate, Judgement, Disposition/Outcome of Case)

Are you requesting a Police related record?*

Yes

Use this form for Police related requests. [Police Records Request \(justfoia.com\)](#)

ADDITIONAL FORM CONFIGURATION



Palm Beach County Fire Rescue Public Records Requests

COMPLETION OF THIS FORM IS VOLUNTARY

Per Paragraph 16, Chapter 118, Florida Statutes, requests for public records may be submitted to persons by mail, online, or in person. If you are submitting a public records request, you must have all the following information available for completing a public records request. Please do not contact the office in writing or by phone.







To submit a new request, please click the New Request link and complete the form. To check the status of a submitted request, please click the Track Status link and enter the Request Number assigned to you by a confirmation email. If you have any questions about Public Records, please call the Records and Records Bureau at 561-931-3822 or email at records@palmbeachcounty.com. You may also wish to please attend to your request to:

Palm Beach County Fire Rescue
 6000 International
 695 Palm Road
 West Palm Beach, Florida 33411

NEW REQUEST

TRACK STATUS

Select a form to submit a New Request

 Structure, Vehicle, or Brush Fires <small>Palm Beach County Fire Rescue Public Records Request</small>	 Attorneys <small>Palm Beach County Fire Rescue Public Records Request</small>	 Employee Subpoenas <small>Employee Subpoena for Deposition or Trial</small>
 LAF 2926 Union Requests <small>LAF Union Request Day???</small>	 Internal Requests <small>PCR Internal Request</small>	 News Media Outlets <small>All news in this outlet.</small>



PRICING: RECURRING SERVICES/SUBSCRIPTION

Product Description	Qty	Unit Cost	DIR-CFO	Total
JUSTFOIA ANNUAL RECURRING SERVICES				
<input checked="" type="checkbox"/> JustFOIA Pro Plus	1	\$9,835.00	\$8,917.89	\$8,917.89
<input checked="" type="checkbox"/> Single Sign-On (SSO)	1	Included	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management	1	Included	Included	Included
<input checked="" type="checkbox"/> Unlimited Admins, Power Users & General Users	1	Included	Included	Included
<input checked="" type="checkbox"/> Unlimited Storage	1	Included	Included	Included
JUSTFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION				
<input checked="" type="checkbox"/> JustFOIA Managed Support Services	1	\$1,540.00	\$1,386.00	\$1,386.00
<small>Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</small>				
SUBTOTAL - RECURRING ANNUAL SERVICES				\$10,303.89

RECURRING SERVICES

The Recurring Services portion of this Order will systematically renew unless written notice of termination has been provided per the Master Agreement. An annual increase of 5% will be applied to the prior year's billed amount (excluding any initial or one-time discounts).

PRICING: ONE-TIME SERVICES



Service Description	Qty	Unit Cost	DIR-OPD	Total
JustFOIA SERVICE PACKAGES				
<input checked="" type="checkbox"/> Pro Implementation	1	Included	Included	Included
<input checked="" type="checkbox"/> Configuration of 1 Request Form 1. Sheriff's Department Records Requests	1	Included	Included	Included
<input checked="" type="checkbox"/> Redaction Exemption Codes Configuration	1	\$1,500.00	\$1,360.13	\$1,360.13
<input checked="" type="checkbox"/> Additional Request Form Configuration 1. Volunteer Firefighter Records Requests 2. Volunteer Firefighter Background Records Requests 3. Generic Background Records Requests 4. Good Conduct Letter Records Requests	4	\$1,500.00	\$1,360.13	\$5,440.52
<input checked="" type="checkbox"/> Single Sign-On Configuration	1	Included	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management Configuration	1	Included	Included	Included
<input checked="" type="checkbox"/> Dynamic Fields Configuration (up to 10/package)	1	\$370.00	\$335.50	\$335.50
SUBTOTAL - ONE-TIME SERVICES				\$7,136.15

PRICING: YEAR-OVER-YEAR PROJECTION



Annual Option	Subscriptions & Services
Year 1 (April 1, 2025 – March 30, 2026)	\$17,440.04
Year 2 (April 1, 2026 – March 30, 2027)	\$10,819.08
Year 3 (April 1, 2027 – March 30, 2028)	\$11,360.04

Prorated Option	Subscriptions & Services
9 Months Prorated (April 1, 2025 – December 31, 2025)	\$14,864.07
Year 1 (January 1, 2026 – December 31, 2026)	\$10,303.89
Year 2 (January 1, 2027 – December 31, 2027)	\$10,819.08
Year 3 (January 1, 2028 – December 31, 2028)	\$11,360.04

CLIENT JOURNEY

We provide you with **personalized** service at every step.

IMPLEMENTATION

Phase 1:

Pre-Implementation

- Conduct requirements gathering
- Outline expectations for upcoming phases
- Discuss training
- Confirm timeline and key milestone dates
- Introduce you to the public-facing side of your JustFOIA site

Phase 2:

System Training & Configuration

- Conduct two remote, live "System Training Sessions" for Admins and Power Users
- Focus on the practical application of the Solution through a hands-on experience

Phase 3:

Request Training, Processing & Testing

- Guide through the designed request form workflow
- Provide resources to assist in onboarding general users
- Partner with Client to test all elements

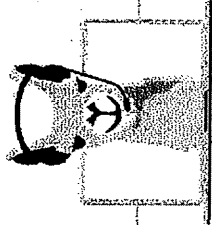
Phase 4:

Launching JustFOIA

- Remove test data from JustFOIA site
- Provide a press kit to spread the word
- Hypercare Check-in Services during "Go-Live" period
- Transition to Client Success and Technical Support Teams

CLIENT JOURNEY

We provide you with **personalized** service at every step.



CLIENT SUCCESS Proactive Support

- Dedicated specialist assigned to your account to maximize your JustFOIA investment
- Consultative resource that can assist with finding solutions to your business and records request problems
- Education on new features and releases
- Assistance with annual renewal or procurement of additional modules and services
- Ensures post-implementation success

TECHNICAL SUPPORT Reactive Support

- 8 am to 8 pm Eastern, Monday through Friday
- Available by phone, email and our secure, online support portal
- Free product version updates
- In-house, full-time team located in the continental United States
- No limit on technical support calls
- Typical response time is under one (1) hour
- Periodic webinars for updates or training

CONTINUED LEARNING

Access for new and seasoned users – 100% of the time.

All of your live trainings are recorded and stored in the JustFOIA Training Center. Our team consistently produces new content covering the latest updates and user feedback, keeping your organization engaged and up-to-date. With the Training Center, there's one less thing to worry about with staff turnover or new hires.



Train Anywhere

- 100% Free & Online
- Unlimited Access
- Nearly 100 Videos
- Guides & Best Practices



Agency-Wide Access

- Unlimited Users
- Training Courses
- Personalized Courses
- Upload Your Own Content



Certifications

- Ensure staff competency with certifications for all JustFOIA users
- Gamification Challenges
- Level-Up Badges



JustFOIA Live!

Live monthly webinars to stay up-to-date on training, best practices, and the latest features.

> **NEXT STEPS**

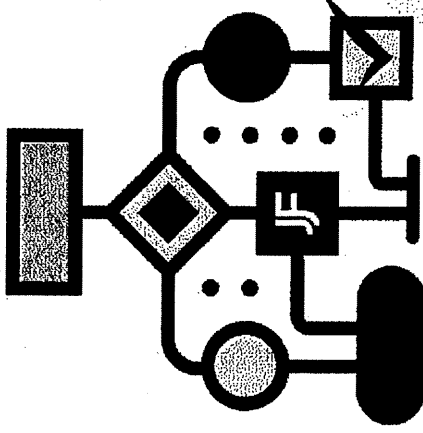
DECISION CRITERIA

TIMELINE

PROCESS

DETAILS & DELIVERABLES

NEXT STEPS





Michael Grossi
Captain
Putnam County Sheriff's Office ("Client")
3 County Center
Carmel, NY 10512

 (866) 761-5301
 3717 Apalachee Parkway
Suite 201
Tallahassee, Florida 32311
 sales@justfoia.com
 www.justfoia.com

Dear Michael Grossi,

Thank you for considering **JustFOIA's Proposal** in your organization's search for a Records Request Tracking Solution. Please consider the following benefits included with your JustFOIA partnership and subscription:

- **Long-Term Partnership Ensuring Client Success:** We are with you every step of your JustFOIA Client Journey. Our Delivery Team conducts live trainings and partners with you to ensure the system is configured to your unique needs. Our partnership continues throughout your journey, supported by our Technical Support & dedicated Client Success Teams.
- **Continuous Training:** In addition to live training, JustFOIA provides a complimentary subscription to a Learning Management System (LMS) including on-demand continuing educational videos and content.
- **Government Security & Compliance:** All JustFOIA client sites are deployed exclusively on the Microsoft Azure Government Cloud, the Gold Standard in government-level security. As a certified SOC 2 organization, JustFOIA ensures the foundational principles of security, privacy, compliance, and transparency.
- **Unlimited Administrators, Power Users & General Users:** No matter the number of staff involved in records requests, JustFOIA allows unlimited users for all contracted modules at no additional charge.
- **Configurability & Flexibility:** JustFOIA is more than *just* FOIA. Receive a better return on investment by leveraging the solution for more than public records. Liens, Permits and Subpoenas are just a few client examples. With JustFOIA, you have more control over system settings and functionality than any other solution. Dynamic fields recognize keywords entered by citizens to point them to the right place.
- **Having a Voice:** JustFOIA was created based on client feedback, which continues to be the main source of product roadmap ideas. Clients play an essential role in our product feedback loop, collaborating with JustFOIA's Product Development & Quality Assurance Teams to ensure powerful and easy-to-use releases.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your consideration and hope that we will have the pleasure of partnering with you.

Sincerely,

Brittany Turner

Solution Consultant

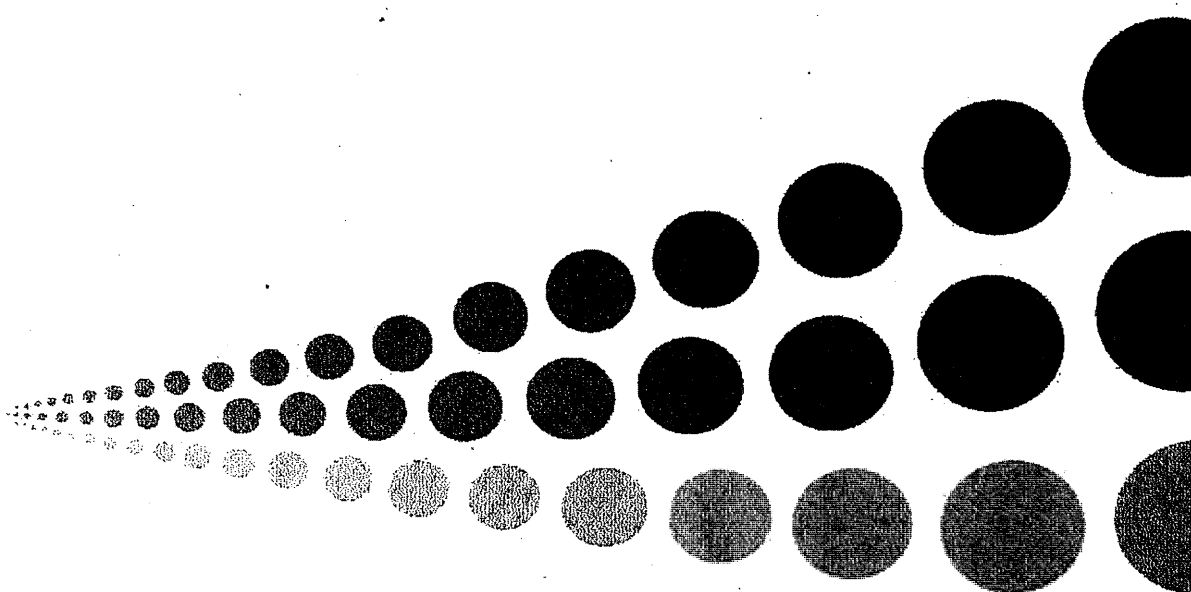
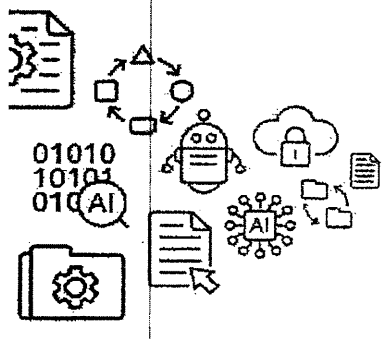
(850) 304-7658 | bturner@justfoia.com



Proposal

Putnam County Sheriff's Office

Issued: January 21, 2025



EXECUTIVE SUMMARY

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software-as-a-service solution (the "Solution"), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time by automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

OUR COMPANY

Built by users, for users

JustFOIA, Inc. ("JustFOIA") began as a product built for MCCI's public sector clients from a deep understanding gained through 20+ years of servicing municipal clerks, records managers, and the public sector. From its founding roots as a Municode company, MCCI has accelerated more than 1,600 clients' digital transformation journeys by adding intelligence to their processes.



Because many of these clients were searching for a way to better manage the rise in complexity and volume of their organizations' records requests, MCCI's development team and leadership worked hand-in-hand with these clients to simplify the process and provide a better user experience for records managers and the constituents they serve. **In 2014, the JustFOIA Solution was launched.** Fast forward to 2020, JustFOIA's success sparked the need for its own brand and evolution into becoming a sister-company to MCCI. In 2022, we celebrated the milestone of over 1 MILLION records requests processed in JustFOIA, serving more than 500 clients in 44 states.

WHAT MAKES US DIFFERENT

Development fueled by client ideas



Our clients continue to be a vital component of our product feedback loop with client success, implementation, and support teams all regularly contributing ideas to product management. With the launch of our [Ideas Portal](#), **we ensure clients have a voice**, providing a direct line to submit ideas for development consideration, see the status of their development request, and actively vote for the most important features and improvements.

We believe ideas get better when you create an environment of sharing. We regularly organize specialized group discussions, where users with similar challenges engage with our team to make the system work better for them. In addition to testing done by our seasoned, in-house development and quality assurance testing teams, when large features are ready to be tested, we gather beta clients for focus groups and trial usage before releases make it to prime time.

Personalized, consultative services approach

When choosing a records request management solution partner, there are many things to consider. Features and functionality are certainly part of any software partner buying decision, but what will truly dictate your overall experience will be the support you receive during the initial implementation and beyond. We know records requests are only a part of your overall responsibilities, so we start by taking a personalized, consultative approach to the implementation. You're not expected to figure this out on your own - we take the time to fully understand your unique needs and conduct multiple live trainings with your Administrators and Power Users, making sure the end result is the desired one.

Best-in-class technical support

Once your project is complete, you will have access to our stellar Technical Support Team, maintaining a documented **100% client satisfaction rate**, for troubleshooting and supporting the Solution. We offer optional supplementary support packages as well, giving you more access to our staff based on your needs.



Proactive client success



JustFOIA
★★★★★

We are fanatical about client success. Don't just take our word for it—check out our [G2 Reviews](#). Success starts with our eagerness to understand our clients' needs and where they are headed on their journey to streamlining their records requests processes. We believe in a proactive support methodology, which begins with client education, excellent service, and

communication. Your organization will have a **dedicated Client Success Specialist** that can:

- Identify any needs that could easily be addressed by the Solution
- Serve as a resource for questions and answers, best practices, how other clients are using the system with the use of documented case studies, support center, etc.
- Provide continued education for existing and new users through webinars, workshops, user groups, and more
- Coordinate with our sales operations team for pricing/renewals inquiries and budgetary information

Easiest-to-use or we'll retrain you free

We understand that software – no matter how many features it has – can't be great unless it's easy to use. **We guarantee that JustFOIA is the easiest-to-use records request software, or we will train you again at no extra cost.**



To back this up and to supplement our **live trainings**, we offer our industry-exclusive [Learning Management Software platform](#) – The Training Center for JustFOIA – to our clients for free. With unlimited, on-demand access to hundreds of help videos and product documentation, live monthly learning sessions, and peer-based user groups, training new departments and employees is a breeze. We leverage the platform as we roll out JustFOIA to new clients every day, using it to store custom training videos and designing courses for users that simplify training on new features and functionality. If you are as passionate about learning as we are about training, get JustFOIA certified. We offer certifications for Administrators, Power Users and General Users.

WHAT'S INCLUDED WITH JustFOIA PRO PLUS?

FEATURES & SERVICES	Pro Plus
Security & Compliance	
SOC 2 Certified Organization Partner	✓
Annual Employee Certified CJIS & HIPAA Training	✓
ADA/Section 508 Compliant	✓
CJIS ACE Seal of Compliance	✓
Secure Hosting on Microsoft Azure Government Cloud (FedRAMP Authorized at Level High)	✓
Texas Risk and Authorization Management Program (TX-RAMP) Certified Cloud Product	✓
System Updates	✓
Single Sign-On (SSO)	✓+
Data Storage & Users	
Standard Data Storage	Unlimited
Unlimited Administrators, Power Users, General Users, & Viewers	✓
Requester Experience	
One (1) Configurable Public Portal for Requesters to Submit & Track Requests	✓
Search Archive to Allow Requesters to Search Previous Requests	✓
Dynamic Form Fields (e.g., conditional fields or messages)	✓
User Experience	
Retention Schedules	✓
Configurable Workflow for User(s)/Department(s) to Work Concurrently	✓
DirectRoute Workflow	+
Notifications, Reminders & Alerts	✓
In-App Internal & External (Requester) Communication Tools	✓
In-App Redaction with Auto-Redaction (Unlimited Users)	✓
Unlimited File Size in Release to Requester	✓
Any & All Document Management with .PST File Extraction, Response Doc Folder Organization, In-App Document Viewer & Batch Auto-Redaction	✓
Time & Materials Tracking	✓
Invoicing Module	✓
Payment Portal for Credit Card Processing	✓+
Laserfiche Integration for Importing/Exporting Files	+
Reporting Dashboard	✓
Standard & Custom Reports through Advanced Reporting	✓
Training/Onboarding	
Dedicated Project Lead	✓
Live, Remote Administrator & Power User Training	✓
Live, Onsite Administrator & Power User Training	+
Two-Week Hypercare Period after Go-Live	✓
24/7/365 Training Center LMS with Client-Specific & General Trainings & Videos	✓
Client Service & Support	
Live Technical Support from 8 a.m. to 8 p.m. Eastern	✓
Dedicated Client Success Specialist	✓
Monthly Webinars	✓
JustFOIA Administration Assistance Hours	+

✓ Included +Optional ✓ +Client choice of SSO or Payment Portal Included (Also available as an Optional Add-on)

PRICING



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Client Name: Putnam County Sheriff's Office
Client Address: 3 County Center, Carmel, NY 10512
Quote Number: 34525
Quote Type: New JustFOIA System

Quote Date: 1/21/2025

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>DIR-CPO-5262</i>	<i>Total</i>
JustFOIA ANNUAL RECURRING SERVICES				
<input checked="" type="checkbox"/> JustFOIA Pro Plus	1	\$9,835.00	\$8,917.89	\$8,917.89
<input checked="" type="checkbox"/> Single Sign-On (SSO)	1	Included	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management	1	Included	Included	Included
<input checked="" type="checkbox"/> Unlimited Admins, Power Users & General Users	1	Included	Included	Included
<input checked="" type="checkbox"/> Unlimited Storage	1	Included	Included	Included
JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION				
<input checked="" type="checkbox"/> JustFOIA Managed Support Services	1	\$1,540.00	\$1,386.00	\$1,386.00
<i>Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>				
SUBTOTAL - RECURRING ANNUAL SERVICES				\$10,303.89

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>DIR-CPO-5262</i>	<i>Total</i>
JustFOIA SERVICE PACKAGES				
<input checked="" type="checkbox"/> Pro Implementation	1	Included	Included	Included
<input checked="" type="checkbox"/> Configuration of 1 Request Form	1	Included	Included	Included
<i>1. Sheriff's Department Records Requests</i>				
<input checked="" type="checkbox"/> Redaction Exemption Codes Configuration	1	\$1,500.00	\$1,360.13	\$1,360.13
<input checked="" type="checkbox"/> Additional Request Form Configuration	4	\$1,500.00	\$1,360.13	\$5,440.52
<i>1. Volunteer Firefighter Records Requests</i>				
<i>2. Volunteer Firefighter Background Records Requests</i>				
<i>3. Generic Background Records Requests</i>				
<i>4. Good Conduct Letter Records Requests</i>				
<input checked="" type="checkbox"/> Single Sign-On Configuration	1	Included	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management Configuration	1	Included	Included	Included
<input checked="" type="checkbox"/> Dynamic Fields Configuration (up to 10/package)	1	\$370.00	\$335.50	\$335.50



SUBTOTAL - ONE-TIME SERVICES**\$7,136.15****YEAR 1 ORDER COST****\$17,440.04****YEAR 2 RECURRING ANNUAL SUBSCRIPTION COST****\$10,819.08****YEAR 3 RECURRING ANNUAL SUBSCRIPTION COST****\$11,360.04**

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "Solution").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access**.

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TECHNICAL & SUPPLEMENTAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

Description	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
	Technical	JMSS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

*Current System Modifications includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

**New System Configurations includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

JustFOIA Supplemental Support Services

Want an enhanced level of post-implementation support? JustFOIA offers two supplemental support packages, Managed Support Services (JMSS) or Process Administration Support Services (JPASS), to cover ongoing consultation, training, and configuration services. A supplemental support package is strongly encouraged to be included with every renewal and is an annual subscription. Pricing is based on the package purchased and is an advanced discounted block of hours, which expires on the same date as Client's annual renewal. JMSS pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. JPASS pricing for the advanced block of hours is based on JustFOIA's Senior Support Technician hourly rate discounted by 10%.

Supplemental Support Package Definitions

ENHANCED KNOWLEDGE

You'll have access to our team of more knowledgeable support technicians.

REMOTE TRAINING

Additional remote training is conducted to train new users or as refresher training for existing users.

SYSTEM CONSULTATION

JustFOIA offers best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

CONFIGURATION/MODIFICATION SERVICES

Configuration/modification services for request forms, standard workflows, email templates, dynamic form fields, and more.

CHANGES TO ROUTING OF CURRENT DIRECTROUTE WORKFLOWS

For clients with a DirectRoute Workflow, we will make minor adjustments such as changing the routing individual to maintain your DirectRoute Workflow.

DEDICATED SUPPORT PROFESSIONAL & INSTITUTIONAL KNOWLEDGE

You will be assigned a dedicated support professional who will gain institutional knowledge of your agency's unique setup and configuration of the JustFOIA solution.

PROACTIVE, RECURRING CALLS UPON REQUEST

Clients can request to have a recurring call with their dedicated support professional (monthly or quarterly) to discuss recommended changes, questions, or concerns.

ADJUSTMENT OF CURRENT SINGLE-SIGN ON OR PAYMENT PORTAL CONNECTIONS

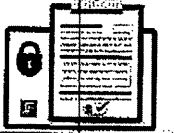
JustFOIA can assist with adjusting the current SSO or Payment Portal connection.

HOW DOES IT WORK?



Receive Records Requests through Your Configurable Public Portal

Direct requesters to an online experience to submit and track the status of their requests, search previous requests, pay invoices, and more. Requesters are automatically notified of receipt.



Create Custom Request Forms

Modernize paper forms and emailed PDF requests with as many configurable, web-based forms as you want. Digital forms allow you to quickly collect all the information you need from the start!



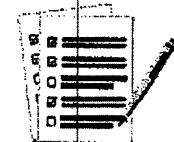
Reduce Response Times through Workflow

Streamline your process by automating repetitive tasks and communications through process mapping. Departments and users can be assigned and automatically notified of tasks and due dates. Reminders, escalations, reassignments, and approvals are configurable within each task.



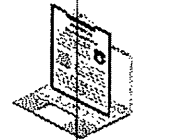
Centralize All Communications - With the Requester and Internal

Create transparency and simplify your communications both internally and externally. Design and automate common communications with templated messages and workflows.



Redact Sensitive Information

Automatically redact documents with one click or manually remove sensitive data. Features include text search, proximity search, redact selected text and/or full page(s). There is no per-user fee, so any user can redact a document if they are permitted by your organization. An exemption log can be automatically generated to accompany each request to explain any redactions.



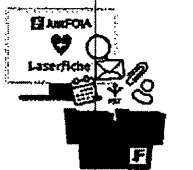
Estimate & Log Time & Materials

Keep track of the labor, time, and materials costs of fulfilling requests. Configure individual user hourly rates and standard material fees, so invoicing is made simple.



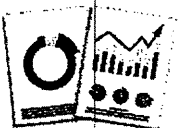
Generate Invoices and Receive Payments

Issue invoices and receive payments inside the Public Portal. Accept all forms of payments including credit cards via our optional, PCI-Compliant Payment Portal, using third-party payment processors.



Import & Organize Response Documents

Easily upload documents from your computer, network or via our optional Laserfiche integration for the requestor to retrieve through your secure JustFOIA Public Portal. Using our optional Any & All Document Management module, extract .PST files and simplify managing hundreds of files.



Analyze Comprehensive Reports

Custom reports are available, in addition to standard reports, such as:

- Processed Requests
- Fees Totals
- Correspondence
- Bottlenecks
- Time and Materials
- Open Requests
- User Activity
- Deleted Requests
- Request Retention
- Paused Requests
- User Task Activity
- Payment Details

WORLD-CLASS, STANDARD SECURITY & COMPLIANCE

JustFOIA is committed to providing a secure platform for our clients that meets or exceeds industry standards. JustFOIA's SOC 2 Type 2 certification, as defined by the American Institute of Certified Public Accountants (AICPA) demonstrates that an external auditing firm has verified the implementation of strict information security and risk management policies and procedures. JustFOIA's CIO is CISSP certified. **All JustFOIA client sites are deployed exclusively on the Azure Government Cloud**, which was built upon the foundational principles of security, privacy and control, compliance, and transparency. JustFOIA is also the only TX-RAMP Certified records request management cloud product.



SOC 2 COMPLIANCE

The official SOC 2 audit report provides a thorough review of processes relating to risk management, including:

- Internal Controls
- IT Infrastructure
- Logical Security
- Environmental Security
- Disaster Recovery Plans
- Access Management Policies
- Software Development Lifecycle
- Network Security
- Computer Operations
- Acceptable Use Policies
- Subservice Due Diligence
- Change Management Procedures
- Physical Security
- Business Continuity
- Corporate Ethics

MICROSOFT AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is FedRAMP Authorized at Level High and designed to handle data subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. Azure Government uses physically isolated datacenters and networks (located in U.S. only).

ENCRYPTED DATA

The Solution is a web-based application, and all HTTP communications are secured in transit by TLS 1.2 (aka HTTPS). Your data is encrypted at rest transparently using 256-bit AES encryption, one of the strongest block ciphers available, and is FIPS 140-2 compliant.

WEB APPLICATION FIREWALL

Azure Web Application Firewall (WAF) provides protection of your web applications from common exploits and vulnerabilities. SQL injection and cross-site scripting are among the most common attacks. WAF on Application Gateway is based on Core Rule Set (CRS) 3.1, 3.0, or 2.2.9 from the Open Web Application Security Project (OWASP). With no additional configuration required, the WAF automatically updates to protect against new vulnerabilities.

LAYER 7 LOAD BALANCING & NETWORK SECURITY GROUPS

Load Balancing distributes traffic across multiple servers to improve availability and performance. Azure Application Gateway serves as a web traffic load balancer that directs traffic to web applications. While traditional load balancers operate at the transport layer (OSI layer 4), Azure Application Gateway makes routing decisions based on additional attributes of an HTTP request, such as URI path or host headers. Application layer (OSI layer 7) load balancing gives the JustFOIA team greater control in managing the Solution's infrastructure. As a second layer of protection, Network Security Groups applied will only allow traffic that is explicitly defined as allowed.

MONITORING & PERFORMANCE ANALYSIS

Our monitoring and alerting systems notify our Network Operations Center (NOC) of any issues with availability or performance. Our engineers are available 24/7 to address any cloud infrastructure issues.

P2S = POINT TO SITE VPN

Support & administrative personnel access the Solution's backend infrastructure via secure VPN connections only.

UPDATE MANAGEMENT

Updates for Windows Server OS and SQL Server are managed through Azure Automation Update Management, deploying critical and security updates monthly and classification updates quarterly.

AZURE BACKUP & SITE RECOVERY SERVICES

Azure's backup service provides independent and isolated backups to guard against accidental destruction of original data. Backups are encrypted and stored in a Recovery Services Vault with built-in management of recovery points.

The Solution's Disaster Recovery is built upon Azure Site Recovery (ASR), a native disaster recovery as a service that replicates all Virtual Machine disks (OS and Data for all web, application, and database servers) from the Azure Region hosting your production environment to a geographically disparate Azure Region. Replicas are kept up to date within five (5) minutes.

ONGOING SECURITY INNOVATION

As you can see, we take numerous measures to secure your data. While we're confident in our technology, we recognize that no system can guarantee data security with 100% certainty. For that reason, we will continue to innovate, maintain state of the art security measures, and thoroughly investigate any reported security issues concerning JustFOIA's services or software.

508/ADA COMPLIANCE

As part of our ongoing commitment to providing the easiest-to-use records requests software, we are dedicated to providing a web application that is accessible to the widest possible audience, regardless of technology or ability. As such, we strive to remove barriers that might prevent a person with disabilities from using our products by adhering to the Revised Section 508 Standards published by the United States Access Board.

ADA
Americans with
Disabilities Act

The WCAG level of compliance is approved by the ADA for websites and provides recommendations for making content accessible. JustFOIA's citizen-facing pages perform at a Level AA (or level two) conformance to these guidelines, including:

- **Text Equivalents:** Alternative text for appropriate images and other non-text elements
- **Full Keyboard Access:** Built so that it can be accessed using a keyboard
- **Site Consistency:** Feature and functions perform the same way every time
- **Site Structure:** Appropriate headings, lists, paragraphs, style sheets, and other format features to enable easy use with assistive technology
- **Links:** Descriptive link titles, unless the link text already fully describes the target

JustFOIA routinely completes a Voluntary Product Accessibility Template (VPAT) and engages with external consultants certified by the International Association of Accessibility Professionals to ensure our Solution conforms with required standards. Our [VPAT Report](#) allows us to provide the data needed for your procurement team to verify that the JustFOIA Solution complies with Section 508 technical requirements.

CLIENT JOURNEY TO EMPOWERMENT

We're going to walk with you hand-in-hand throughout your JustFOIA Client Journey, actively supporting and guiding your team as they interact and engage with the Solution – thus, empowering your team to manage the system post-implementation. This journey is not viewed as a one-time transaction but as an ongoing partnership, where we remain committed to client success and satisfaction at every stage.

DELIVERY TEAM

Once you have selected your "destination" of JustFOIA, our Delivery Team will guide you through four phases of implementation, ensuring a smooth path to Go-Live:

Phase 1: Pre-Implementation

We think it's important that we get to know each other first – building upon the knowledge gained during the decision-making process to configure the Solution to your specific needs. Your Project Coordinator will gather configuration data and outline expectations for the upcoming implementation phases. During our "Implementation Launch Session," your assigned Project Coordinator will discuss training, confirm the timeline and key milestone dates, and introduce you to the public-facing side of your JustFOIA site and request form(s).

Phase 2: System Training & Configuration

This phase will consist of two remote/live "System Training Sessions" for Administrators and Power Users, focusing on the practical application of the Solution through a hands-on experience submitting and working with mock requests to create a deep practical understanding of requests and administration settings. Clients are introduced to form configurations, retention options, redaction capabilities, communication tools, and more.

Phase 3: Request Training, Processing & Testing

Administrators and Power Users will be guided through the designed request form workflow, creating a collaborative, problem solving experience that results in a more intimate understanding of the process.

As Administrators and Power Users become experts in the Solution, the JustFOIA Delivery Team will collaborate with you to assist in onboarding general users. With numerous resources to onboard and introduce your staff to the Solution including custom training outlines, workflow maps, and guides for long-term reference, JustFOIA empowers you to create an internal training program while reinforcing your own knowledgebase.

Following training, a designated testing window reinforces training principles while preparing to launch the JustFOIA Solution to the public. Your assigned Project Coordinator will be on stand-by to make necessary system modifications.

Phase 4: Launching JustFOIA

Now, the moment we've been waiting for – it's time to Go-Live with JustFOIA! The Delivery Team is invested in your success and will be with you every step of the way. We will remove test data from your JustFOIA site and provide a press kit to spread the word about your efforts to promote transparency. High-level priority is given to inquiries and adjustments during our *Hypercare Check-in Service* period until you are transitioned to your long-term Client Success and Technical Support Teams.

CLIENT SUCCESS

Once you have launched JustFOIA to the public, your journey is only just beginning. Every JustFOIA client is assigned a dedicated Client Success Specialist to ensure they are getting the most out of their investment. Your Client Success Specialist can consult with you to recommend best practices and solutions to common records request issues. We invite clients to participate in periodic user webinars, training opportunities, user communities, and focus groups. Regardless of user type, there is something for everyone.

In addition to ensuring your satisfaction with JustFOIA, your Client Success Specialist will recommend resources found in the Training Center for JustFOIA, our complimentary learning management system with unlimited, on-demand access to hundreds of help videos and product documentation.

JUSTFOIA DEFINITIONS

To determine which modules are applicable, please refer to the [Pricing](#) section. Your specific implementation may not include all modules described below.

REDACTION MODULE

Our powerful in-App Redaction Module allows you to upload and redact documents automatically with one click or manually remove sensitive data. Features include text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once applied, redacted areas are burnt into the document and cannot be recovered or removed so only the redacted version can be released. There is no per-user fee, so any permitted user can redact a document.

JUSTFOIA TRAINING CENTER

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training and certification. This complimentary subscription provides an easy solution for new users and refresher training. Benefits include:

- 24/7 access to on-demand JustFOIA training videos, certification courses and other resources
- Reduction in training time and expenses
- Catered learning for all skill levels from Basic Users to System Administrators
- Unlimited access for Client's entire organization
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Customized with fully indexed, recorded training sessions

ADVANCED REPORTING

The Advanced Reporting module will allow Client to select data points to create custom reports and includes the following:

- User-selectable data points
- User-defined date ranges
- Saving created reports
- Ability to export data

SINGLE SIGN-ON (SSO)

The JustFOIA authentication system enables Single Sign-On ("SSO") integration by allowing connection to one of many supported identity providers. This allows users to login to JustFOIA via trusted connections established with their IT infrastructure (e.g., Microsoft Entra ID (formerly known as Azure Active Directory) login) instead of using username and password authentication within JustFOIA. This feature eliminates the need for users to maintain two sets of credentials, is easier for Client's IT organization to maintain security protocols and gives Client better control over managing user access.

The following types of enterprise connections can be made:

- Microsoft Entra ID (formerly known as Azure Active Directory)
- ADFS
- Open ID Connect
- Active Directory
- PingFederate
- Google Workspace (formerly G Suite, formerly Google Apps)
- SAML
- Duo

PAYMENT PORTAL

JustFOIA integrates with Authorize.net, PayPal, NIC, and NCR/JetPay to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Authorize.net, PayPal, NIC, or NCR/JetPay site. Once they pay, users are able to make the request documents available for immediate release.

LASERFICHE INTEGRATION

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to fulfill records requests more quickly and efficiently. From inside the JustFOIA Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents, sending selected documents to a specific request in the same file format as they are in the repository. As part of your Laserfiche Integration, you can export custom system reports directly into your Laserfiche repository, as well as all parts of a request including communications, response documents, invoices, and a full timeline history of activity on the request. This integration requires each user to have a full Laserfiche license. Please see the [Laserfiche Integration User & Configuration Guide](#).

ANY & ALL DOCUMENT MANAGEMENT

For clients who receive requests for "Any and All" communications, the effort to determine the responsive documents can be overwhelming. Built for clients who need to work with a large number of files, JustFOIA's Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract .PST files (emails and attachments)
- Bulk redact and sort all files with one-click
- Create custom folders and review documents in the document viewer
- Detect duplicate emails
- Combine files into one PDF

DIRECTROUTE WORKFLOWS

DirectRoute Workflows enhance your organization's efficiency by automating the initial routing of requests. This empowers requestors to pinpoint the exact department responsible for receiving and addressing their submission. This leads to a significant reduction in processing time, a streamlined user experience, and assurance that requests are routed accurately.

Like JustFOIA's standard workflow capabilities, DirectRoute Workflows can include due dates, reminders, escalations, approvals and trigger the dispatch of system and customized emails.

DYNAMIC FORM FIELDS

For clients looking for a more advanced form experience, Dynamic Form Fields provides a way to create highly interactive and user-centric request forms. These fields adapt the form's behavior to requestor input and predefined conditions, specifically enhance the requestor experience. Dynamic Form Fields can be especially valuable in complex forms where all fields are not relevant to every requestor. The use of Dynamic Form Fields ensures all data necessary to process a request is collected at the initial submission.

A JustFOIA Dynamic Form Field is defined as a single form field (Dropdown, Checkbox, Text Area, Text Input, Date or Label) that becomes visible and/or required based on form selections or requestor input.

SANDBOX

For clients that prefer to test proposed changes before making updates to their live system, JustFOIA offers a Sandbox environment. JustFOIA will provide a sandbox/testing environment based on a snapshot of the configuration and database on the day requests begin being processed via the JustFOIA Public Portal. An update can be requested at any time, for an additional cost.

INSTANCE

For agencies that prefer to have multiple instances of JustFOIA, there are options available. Ideal for shared services environments with centralized IT administration and billing needs, an additional instance can be used for an additional agency, division or even a sandbox environment. An additional instance includes:

- Per-instance administration interface
- A separate, unique URL
- Independent branding and separate Public Portal
- A different SSO domain and/or payment account
- Same add-ons as initial system
- Unique set of system email templates
- Independent reporting

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding

- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

REDACTION EXEMPTION CODES CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide list of desired Exemption Codes for entry into JustFOIA with desired descriptions

JustFOIA TASKS & DELIVERABLES

- Configure Redaction Exemption Codes and Exemption Log
- Complete testing and training

ADDITIONAL REQUEST FORM CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of desired records request process(es) and request form requirements

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement desired form and necessary request statuses and workflow task lists
- Complete testing

EXCEPTIONS

- Creation of DirectRoute Workflows

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide](#) and best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with JustFOIA to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
- Work with JustFOIA to determine what pieces of information will be needed
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
 - Deliver any relevant documentation for connection type to the client
 - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
 - Information gathered by client is provided to JustFOIA
 - Enterprise Connection is created and established in the JustFOIA system
 - Client tests the connection to validate it is configured and working correctly
- Complete testing

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

DYNAMIC FIELDS CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide a list of desired dynamic form field(s), keywords and/or external links

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering (not to exceed 1 hour)
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
- Complete testing

READY TO PARTNER?

If you're ready to take the next step with JustFOIA, what happens next?

Checklist	Step/Activity	Responsible Party
<input type="checkbox"/>	Client notifies JustFOIA Solution Consultant (SC) of Vendor Selection	Client
<input type="checkbox"/>	Client reviews the What's Included and Pricing pages to confirm all necessary components are included and requests any necessary updates.	Client
<input type="checkbox"/>	JustFOIA SC requests information below to provide official Contract/Order with Assumptions, Terms & Conditions: <ul style="list-style-type: none"> ▪ Legal Name ▪ Bill to Contact(s)/Email(s) ▪ Ship to Contact(s)/Email(s) ▪ Accounts Payable Email (if applicable) ▪ Desired Request Forms ▪ Desired URL (Example: bryantx.justfoia.com) 	JustFOIA SC
<input type="checkbox"/>	Ensure your IT Department has reviewed and agreed to the prerequisites for: <ul style="list-style-type: none"> ▪ <u>Single Sign-on</u> <ul style="list-style-type: none"> ▪ Determine enterprise connection (i.e., Microsoft Entra ID (formerly known as Azure Active Directory), ADFS, SAML) ▪ <u>Laserfiche Integration</u> <ul style="list-style-type: none"> ▪ Must be on version 10.4 or higher ▪ What type of Laserfiche environment do you have (i.e., On-prem, Laserfiche Cloud, MCCI Managed Cloud, etc.)? 	Client IT
<input type="checkbox"/>	Ensure your Finance Department has reviewed and agreed to the supported payment gateways for the <u>Payment Portal</u> (Authorize.NET, PayPal, NIC, or NCR/JetPay) <ul style="list-style-type: none"> ▪ Determine desired payment gateway ▪ Determine/setup merchant account compatible with payment gateway 	Client Finance
<input type="checkbox"/>	Client/JustFOIA Legal Review	Client & JustFOIA SC
<input type="checkbox"/>	Client executes Contract and becomes part of the JustFOIA family!	Client

#6hh

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

APPROVAL – BUDGETARY AMENDMENT (24A135) – COUNTY ATTORNEY – LEGAL SERVICES

WHEREAS, the County Attorney has requested a budgetary amendment (24A135) to cover anticipated legal services through the end of the 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:

10142000 54125 Legal Services 150,000

Increase Estimated Revenues:

10131000 424011 Interest & Earnings 150,000

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

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

MICHAEL J. LEWIS
Commissioner of Finance



cc: all Rates A+A Per Dan Reso

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
First Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: **Budgetary Transfer – 24A135**
DATE: January 21, 2025

At the request of the County Attorney, the following budgetary transfer is recommended.

Increase Appropriations:

10142000 54125 Legal Services \$ 150,000

Increase Estimated Revenues:

10131000 424011 Interest and Earnings \$ 150,000

Fiscal Impact - 2024 - \$ 0

Fiscal Impact - 2025 - \$ 0

This Resolution is recommended to cover anticipated legal services through the end of the year. Please refer to the attached documentation

2025 JAN 22 AM 9:53
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Edward Gordon

From: Jennifer Nygard
Sent: Friday, February 7, 2025 11:31 AM
To: Edward Gordon
Subject: From Chairwoman Sayegh To County Attorney Spain - Legal Services Invoices
Attachments: Fund Transfer Back Up 2.7.25.pdf

Good afternoon. Attached is a corrected copy of the backup for the fund transfer to be presented before the Full Legislature this month. The "additional pages not included in the original packet" were sent to me by Murtagh, Cossu, Venditti & Castro-Blanco, LLP at my request as although they were not included in their original invoice, they are required by the Audit Department in order to pay an invoice. I added them to the invoice as I was preparing for the Accounts Payable deadline of January 24th and then, in turn, included them in the "clearer" copy I was preparing for your office.

Please let me know if you have any further questions. Thank you.

May your troubles be less, and your blessings be more, and nothing but happiness come through your door 😊



Jennifer Nygard

Paralegal • Putnam County Department of Law

PHONE | 845.808.1150 Ext. 49400 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

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From: Edward Gordon <Edward.Gordon@putnamcountyny.gov>

Sent: Wednesday, February 5, 2025 2:41 PM

To: Jennifer Nygard <Jennifer.Nygard@putnamcountyny.gov>

Subject: RE: From Chairwoman Sayegh To County Attorney Spain - Legal Services Invoices

Hi Jen,

Attached is what we received on the 29th and 22nd respectively.

Thank you.

Ed Gordon
Administrative Assistant
Putnam County Legislature

Phone: (845) 808-1020 Ex: 49386
Fax (845) 808-1933

From: Jennifer Nygard <Jennifer.Nygard@putnamcountyny.gov>
Sent: Wednesday, February 5, 2025 2:11 PM
To: Edward Gordon <Edward.Gordon@putnamcountyny.gov>
Subject: RE: From Chairwoman Sayegh To County Attorney Spain - Legal Services Invoices

Hi Ed. Can you please email me the legal services invoices Ms. Sayegh is referring to. Thank you.

May your troubles be less, and your blessings be more, and nothing but happiness come through your door 😊



Jennifer Nygard

Paralegal • Putnam County Department of Law
PHONE | 845.808.1150 Ext. 49400 • WEBSITE | PUTNAMCOUNTYNY.COM
PUTNAM COUNTY GOVERNMENT NEW YORK
"Empowering Putnam County through dedicated service."

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From: Edward Gordon <Edward.Gordon@putnamcountyny.gov>
Sent: Wednesday, February 5, 2025 1:35 PM
To: Compton Spain <Compton.Spain@putnamcountyny.gov>
Cc: Theresa Votano <Theresa.Votano@putnamcountyny.gov>; Jennifer Nygard <Jennifer.Nygard@putnamcountyny.gov>
Subject: From Chairwoman Sayegh To County Attorney Spain - Legal Services Invoices

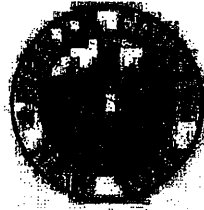
County Attorney Spain,

Please see the attached memorandum from Chairwoman Sayegh.

Thank you.

Ed Gordon
Administrative Assistant
Putnam County Legislature
Phone: (845) 808-1020 Ex: 49386
Fax (845) 808-1933

MICHAEL J. LEWIS
Commissioner of Finance



cc: all
Rules
App

Reso

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
First Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: Budgetary Transfer – 24A135
DATE: January 21, 2025

At the request of the County Attorney, the following budgetary transfer is recommended.

Increase Appropriations:

10142000 54125	Legal Services	\$	150,000
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Increase Estimated Revenues:

10131000 424011	Interest and Earnings	\$	150,000
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Fiscal Impact - 2024 - \$0

Fiscal Impact - 2025 - \$0

This Resolution is recommended to cover anticipated legal services through the end of the year. Please refer to the attached documentation

2025 JAN 22 AM 9:53
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

COUNTY OF PUTNAM
FUND TRANSFER REQUEST

TO: Commissioner of Finance

FROM: C. Compton Spain
 County Attorney

DEPT: Law

DATE: January 21, 2025

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>
10131000 424011 Interest & Earnings	10142000 54125 Legal Services	\$150,000.00	To cover outstanding legal services invoices Attached and ones not yet received for The remainder of 2024

2024 Fiscal Impact \$ 150,000

2025 Fiscal Impact \$ 0


 Department Head Signature/Designee Date 1/21/25

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

Jennifer Nygard

From: Suzanne M. St. Pierre <SStPierre@rwgmlaw.com>
Sent: Tuesday, January 21, 2025 9:08 AM
To: Jennifer Nygard
Subject: FW: Invoices for 2024

PUTNAM COUNTY NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER. DO NOT CLICK ON ANY LINKS OR ATTACHMENTS. IF YOU ARE UNCERTAIN ABOUT THE SOURCE OF THIS EMAIL OR IF IT SEEMS SUSPICIOUS, PLEASE CONTACT THE PUTNAM COUNTY OFFICE AT (518) 464-1010 FOR MORE INFORMATION.

Hi Jennifer,

Strike that previous email I sent you. I was including January 2025 in that previous total. The correct number is \$5,715.00. Sorry about that.

Thank you,
Suzanne

From: Suzanne M. St. Pierre
Sent: Tuesday, January 21, 2025 9:05 AM
To: 'Jennifer Nygard' <Jennifer.Nygard@putnamcountyny.gov>
Subject: RE: Invoices for 2024

Hi Jennifer,

Hope you had a great weekend. I have a total of \$6,800.00 in outgoing invoices. If you need anything else, let me know.

Regards,
Suzanne

Suzanne M. St. Pierre

Billing Manager
Roemer Wallens Gold & Mineaux LLP
13 Columbia Circle
Albany, NY 12203
Ph: (518) 464-1300 x. 327
Fax: (518) 464-1010
sstpierre@rwgmlaw.com

From: Jennifer Nygard <Jennifer.Nygard@putnamcountyny.gov>
Sent: Friday, January 17, 2025 4:54 PM

ANDREW W. NEGRO, ESQ.
3 High Meadow Lane
Brewster, New York 10509
(845) 598-3561 • anegroesq@gmail.com

INVOICE

BILLED TO: County of Putnam
c/o Putnam County Department of Law
48 Gleneida Avenue
Carmel, New York 10512

INVOICE DATE: December 31, 2024
INVOICE #: 009010

LEGAL MATTER:

FOIL Request Conflict of Interest Inquiry

DESCRIPTION OF SERVICES RENDERED:

9/27/24	Receive and review FOIL request and responsive documents in preparation of providing legal opinion:	.25 hours
10/5/24	Conduct legal research on State law and Putnam County Code in preparation of drafting legal memorandum:	1.50 hours
10/7/24	Draft legal opinion memorandum to County Attorney:	1.75 hours

TOTAL HOURS:	3.50 hours
HOURLY RATE:	\$250.00
TOTAL:	\$875.00

PLEASE PAY THIS AMOUNT \$875.00
Make check(s) payable to Andrew W. Negro

PAYMENT IS DUE UPON RECEIPT OF THIS INVOICE
THANK YOU FOR YOUR BUSINESS

ANDREW W. NEGRO, ESQ.
3 High Meadow Lane
Brewster, New York 10509
(845) 598-3561 • anegroesq@gmail.com

INVOICE

BILLED TO: County of Putnam
c/o Putnam County Department of Law
48 Gleneida Avenue
Carmel, New York 10512

INVOICE DATE: December 31, 2024
INVOICE #: 009011

LEGAL MATTER:

Philipstown Cel Tower Development Project

DESCRIPTION OF SERVICES RENDERED:

9/6/24	Discussion with Tom Lannon regarding status of project:	.25 hours
9/6/24	Review SEQRA lead agency resolution for Barbara Barosa and provide comments on same:	.25 hours
11/8/24	Review draft lease agreement with Town:	.50 hours
TOTAL HOURS:		1.0 hours
HOURLY RATE:		\$250.00
TOTAL:		\$250.00

PLEASE PAY THIS AMOUNT \$250.00
Make check(s) payable to Andrew W. Negro

PAYMENT IS DUE UPON RECEIPT OF THIS INVOICE
THANK YOU FOR YOUR BUSINESS

ANDREW W. NEGRO, ESQ.
3 High Meadow Lane
Brewster, New York 10509
(845) 598-3561 • anegroesq@gmail.com

INVOICE

BILLED TO: County of Putnam
c/o Putnam County Department of Law
48 Gleneida Avenue
Carmel, New York 10512

INVOICE DATE: December 31, 2024
INVOICE #: 009009

LEGAL MATTER:

Tilly Foster Farm WAC Easement Amendment

DESCRIPTION OF SERVICES RENDERED:

9/25/24	Draft Easement Amendment Request Submission for submission to WAC:	3.50 hours
9/30/24	Draft email to Chris Ruthven forwarding draft WAC submission:	.25 hours
9/30/24	Receive and review comments from Chris Ruthven on WAC submission and amend submission accordingly:	.25 hours
10/24/24	Draft email to Mike Morales forwarding draft WAC submission:	.25 hours
TOTAL HOURS:		4.25 hours
HOURLY RATE:		\$250.00
TOTAL:		\$1,062.50

PLEASE PAY THIS AMOUNT \$1,062.50
Make check(s) payable to Andrew W. Negro

PAYMENT IS DUE UPON RECEIPT OF THIS INVOICE
THANK YOU FOR YOUR BUSINESS

ANDREW W. NEGRO, ESQ.
3 High Meadow Lane
Brewster, New York 10509
(845) 598-3561 • anegroesq@gmail.com

INVOICE

BILLED TO: County of Putnam
c/o Putnam County Department of Law
48 Gleneida Avenue
Carmel, New York 10512

INVOICE DATE: December 31, 2024
INVOICE #: 009008

LEGAL MATTER:

Removal of Contaminated Parcels from Tax Roll

DESCRIPTION OF SERVICES RENDERED:

8/1/24	Receive and review FOIL response letter from NYSDEC on environmental issues Re: 131 Commerce Drive:	.25 hours
9/30/24	Conference call with Rich Williams Legislator Nacerino, Mike Lewis, Mike Dean, and potential purchasers of 131 Commerce Drive	.75 hours
10/28/24	Phone call with Mike Lewis and Mike Dean Re:	.25 hours
10/29/24	Review fil eon Fischer Cottage transaction	.75 hours
11/21/24	Phone conversation with William Shilling and Mike Lewis	.25 hours
12/9/24	Review offer letter from William Shilling	.25 hours
TOTAL HOURS:		2.50 hours
HOURLY RATE:		\$250.00
TOTAL:		\$625.00

PLEASE PAY THIS AMOUNT \$625.00
Make check(s) payable to Andrew W. Negro

PAYMENT IS DUE UPON RECEIPT OF THIS INVOICE
THANK YOU FOR YOUR BUSINESS

ANDREW W. NEGRO, ESQ.
3 High Meadow Lane
Brewster, New York 10509
(845) 598-3561 • anegroesq@gmail.com

INVOICE

BILLED TO: County of Putnam
c/o Putnam County Department of Law
48 Gleneida Avenue
Carmel, New York 10512

INVOICE DATE: December 31, 2024
INVOICE #: 009007

LEGAL MATTER:

Lease of Golf Course Parcel to Homeland Towers for Construction of Communications Tower

DESCRIPTION OF SERVICES RENDERED:

8/5/24	Phone discussion Tom Lannon to discuss lease edits:	.50 hours
8/9/24	Teams meeting with Tom Lannon and Vincent Xavier	.75 hours
9/12/24	Conduct further review of additional edits to lease provided by Homeland Towers:	.25 hours
10/7/24	Attend meeting with Homeland Tower representatives to finalize lease terms:	.75 hours
10/31/24	Receive and review email from Vincent Xavier Re: SHPO Submission:	.25 hours
11/4/24	Draft SEQRA lead agency intention reso for Planning Dept.:	.75 hours
11/4/24	Meeting with Tom Lannon, Barbara Barosa and Homeland Towers reps on Legislative approval process:	.75 hours
11/18/24	Receive and review email from Vincent Xavier	.25 hours
12/30/24	Receive and review draft letters	.25 hours

TOTAL HOURS: 4.50 hours
HOURLY RATE: \$250.00
TOTAL: \$1,125.00

PLEASE PAY THIS AMOUNT \$1,125.00
Make check(s) payable to Andrew W. Negro

PAYMENT IS DUE UPON RECEIPT OF THIS INVOICE
THANK YOU FOR YOUR BUSINESS

MURTAGH, COSSU, VENDITTI & CASTRO-BLANCO, LLP
ATTORNEYS AT LAW
222 BLOOMINGDALE ROAD, SUITE 202
WHITE PLAINS, NEW YORK 10605
(914) 288-9595 Fax (914) 288-0850

Putnam County Executive
48 Glencida Ave
Carmel Hamlet, NY 10512

January 15, 2025

In Reference To: Putnam - Counsel for County Executive

Invoice No.: 30710

Professional Services

		<u>Hours</u>	<u>Amount</u>
8/15/2024	JCB TC with client [REDACTED]	0.40	140.00
	JCB Review Putnam County Legislative Manuel, rules, Article 15 of the Putnam County Charter, and Municipal Home Rule Laws. Reviewed case law.	2.70	945.00
8/22/2024	JCB Tc and emails [REDACTED]	0.20	70.00
8/26/2024	JCB TC and emails wt client	0.30	105.00
8/27/2024	JCB Review Rules Committee agenda and enactments TC wt client [REDACTED]	0.30	105.00
8/28/2024	JCB Research case law and statutes. Began drafting OTC, Petition, and organizing Exhibits	3.50	1,225.00
8/29/2024	JCB Edit draft OTC and Petition wt paralegal. Emails wt client. Receive and file executed agreement wt Putnam County N/C	0.80	280.00
8/30/2024	JCB Received and reviewed memo from Firniolo [REDACTED]	0.60	210.00
9/12/2024	JCB Reviewed Legislator Jonke's request for appointment of outside counsel Reviewed proposed legislation. Reviewed Sept.10 memo from Jonke to Crowley re: legislative authority. Research re: Same	1.70	595.00
9/16/2024	JCB Review Sept. 16 memo to CE and other officials. Review applicable statutes related to conclusions contained in memo. TCs wt client [REDACTED]	2.30	805.00
9/17/2024	JMM in office conference [REDACTED]	1.10	385.00

		<u>Hours</u>	<u>Amount</u>
9/17/2024	JCB in office conference [REDACTED]	1.10	385.00
9/18/2024	JCB Begin drafting Statement of Facts [REDACTED]	1.60	560.00
9/20/2024	JMM Meeting [REDACTED] w/ client	3.00	NO CHARGE
	JCB Meeting [REDACTED] w/ client	3.00	1,050.00
	JCB Travel - Meeting [REDACTED] w/ client (1.5hrs billed half rate @ \$200.00)	0.00	300.00
9/24/2024	JCB Reviewed amended proposed Charter change [REDACTED] and emails [REDACTED] TC wt client [REDACTED]		
10/1/2024	JCB Draft letters for client to Legislature [REDACTED]	1.00	350.00
10/3/2024	JCB Legal research re: Referenda and changes to authority of CE proposed in legislation.	2.00	700.00
10/7/2024	JCB [REDACTED] TC wt client [REDACTED] Review memo [REDACTED] - Review full agenda and attachments from 10/1/24/ Putnam meeting Review Sept 18, 2024 memo from Jonke to Byrnc.	1.50	525.00
10/9/2024	JCB Preliminary draft of Facts [REDACTED] Emails [REDACTED] TC	1.20	420.00
10/10/2024	JMM teleconference [REDACTED]; continued drafting of motion papers for order to show cause	3.20	1,120.00
	JCB Telephone calls [REDACTED] Emails [REDACTED]	1.40	490.00
10/14/2024	JCB Reviewed 10/8/24 Rules Committee agenda and attachments.	0.30	105.00
10/17/2024	JCB Watched 10/8/24/ Rules Committee meeting video took notes re: same.	1.70	595.00
10/20/2024	JMM teleconference w/ Client [REDACTED]	1.60	560.00
	JCB Draft [REDACTED] statement [REDACTED] forward same to client [REDACTED]	2.50	875.00
10/21/2024	JMM multiple telephone calls w/ client; redraft statement	1.10	385.00

	<u>Hours</u>	<u>Amount</u>
10/22/2024 JMM review and edit [REDACTED]	1.00	350.00
JCB Continued edits [REDACTED]	0.40	140.00
10/24/2024 JCB Final edits [REDACTED]	0.40	140.00
10/28/2024 JMM Legal research and drafting of petition, order to show cause and affirmation of JCB	7.50	2,625.00
JCB Review letter re: local law # 215. Exchange drafts of Petition and memo wt JMM	2.50	875.00
10/29/2024 JMM Revise and recraft order to show cause, petition and affirmation; further legal research and review of documents	8.50	2,975.00
JCB Review & Edit OTC with JMM	1.50	525.00
For professional services rendered	62.70	\$21,195.00
Balance due		\$21,195.00

Please make checks payable to Murtagh, Cossu, Venditti & Castro-Blanco, LLP.

For your convenience, you can pay by credit card, on-line at:
<https://secure.lawpay.com/pages/murtagh-cossu-venditti-and-castro-blanco-llp/operating>

JCB

Professional Summary			
<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
James Castro-Blanco	35.70	350.00	\$12,495.00
James Castro-Blanco	0.00	0.00	\$300.00
John M. Murtagh	24.00	350.00	\$8,400.00

MURTAGH, COSSU, VENDITTI & CASTRO-BLANCO, LLP
 ATTORNEYS AT LAW
 222 BLOOMINGDALE ROAD, SUITE 202
 WHITE PLAINS, NEW YORK 10605
 (914) 288-9595 Fax (914) 288-0850

January 15, 2025

Putnam County Executive
 48 Gleneida Ave
 Carmel Hamlet, NY 10512

In Reference To: Putnam - Counsel for County Executive
 Invoice No.: 30711

Professional Services

	<u>Hours</u>	<u>Amount</u>
11/1/2024 JMM Review file; legal research regarding Article 78 and declaratory judgment; begin drafting, supporting affidavits and affirmations; discuss w/ JCB	7.50	2,625.00
JCB Multiple calls with client; Legal research; draft, supporting affidavits and affirmations; meeting with JMM;	6.50	2,275.00
11/4/2024 JMM Further legal research; teleconference w/ client; in-office meeting w/ JCB; continued editing of complaint and supporting papers for Order to Show Cause	5.70	1,995.00
JCB Legal research; Multiple calls with client [REDACTED]; In office meeting w/ JMM; continued editing of complaint and supporting papers for Order to Show Cause	4.00	1,400.00
11/5/2024 JMM Revise and redraft motion papers and petition; in office conference w/ JCB; teleconference w/client	4.40	1,540.00
JCB Multiple teleconference w/client; Revise motion papers and complaint; in office conference w/ JMM	3.80	1,330.00
11/12/2024 JMM Edit and finalize papers; review w/ JCB	2.50	875.00
JCB Meeting with JMM; Telephone calls with client	1.50	525.00
11/14/2024 JCB Research on Charter Section 304-A and related issues.	3.50	1,225.00
11/24/2024 JMM Revise drafts of motion papers	2.10	735.00
JCB Multiple calls wt client [REDACTED]; Revise drafts of motion papers.	3.40	1,190.00
11/25/2024 JCB Meeting with Judge to review papers and secure TRO after Legislative Meeting with client to review status.	1.90	665.00

	<u>Hours</u>	<u>Amount</u>
11/25/2024 JCB Travel - Meeting [REDACTED] w/ client(1.5hrs billed half rate @ \$200.00)	0.00	300.00
11/26/2024 JCB file papers; Serve Board of Legislators & meet with client to discussed next steps.	2.70	945.00
JCB Travel - Meeting [REDACTED] w/ client(1.5hrs billed half rate @ \$200.00)	0.00	300.00
For professional services rendered	49.50	\$17,925.00
Previous balance		\$21,195.00
Balance due		<u>\$39,120.00</u>

Please make checks payable to Murtagh, Cossu, Venditti & Castro-Blanco, LLP.

For your convenience, you can pay by credit card, on-line at:
<https://secure.lawpay.com/pages/murtagh-cossu-venditti-and-castro-blanco-llp/operating>

JCB

<u>Name</u>	<u>Professional Summary</u>		
	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
James Castro-Blanco	27.30	350.00	\$9,555.00
James Castro-Blanco	0.00	0.00	\$600.00
John M. Murtagh	22.20	350.00	\$7,770.00

MURTAGH, COSSU, VENDITTI & CASTRO-BLANCO, LLP
ATTORNEYS AT LAW
222 BLOOMINGDALE ROAD, SUITE 202
WHITE PLAINS, NEW YORK 10605
(914) 288-9595 Fax (914) 288-0850

January 15, 2025

Putnam County Executive
 48 Gleneida Ave
 Carmel Hamlet, NY 10512

In Reference To: Putnam - Counsel for County Executive
 Invoice No.: 30712

Professional Services

	<u>Hours</u>	<u>Amount</u>
12/3/2024 JCB Tcs wt client	0.20	70.00
12/4/2024 JCB Tc wt client [REDACTED]	0.80	280.00
12/8/2024 JCB Tc wt client [REDACTED]	1.00	350.00
12/9/2024 JMM Draft proposed petition and supporting papers for action against Board	8.20	2,870.00
12/10/2024 JMM review file; continued prep of Petition and supporting papers for filing w/ court	7.50	2,625.00
JCB TCs wt client. Research statutes and caselaw. Edits to Petition, Affirmation, Memo of Law and OTC.	5.20	1,820.00
JCB Watch Putnam Leg mtg. Tc wt client	0.50	175.00
JCB TC wt Client. Mtg wt JMM. Review and final edits to Petition, Affirmation, Memo of Law and OTC.	1.60	560.00
JMM Meeting w/ JCB	0.50	175.00
JCB Meeting w/ Judge. Answer questions re: OTC. OTC signed by Judge.	0.70	245.00
JCB Travel - (1.5hrs billed half rate @ \$200.00)	0.00	300.00
12/11/2024 JMM Teleconference w/ JCB and Attorney claiming to represent board	0.30	105.00
JCB Travel -1.5 hrs. @ ½rate (\$200 pr hr.) = \$300	0.00	300.00
JCB TC to Putnam Clerk re: filing. Meeting wt Putnam County Clerk re: filing of OTC and supporting papers. Review emails wt Reddiing. Calls wt Client; Tc JMM and Hollis	1.40	490.00

PUTNAM COUNTY CLERK
MICHAEL C. BARTOLOTTI
40 GLENEIDA AVENUE, ROOM 100
CARMEL, NEW YORK 10512
Phone # (845) 808-1142

ll

Receipt

Receipt Date: 12/11/2024 11:00:26 AM
RECEIPT # 2024151782

Recording Clerk: AG
Cash Drawer: CASH11
Rec'd From: JAMES CASTRO BLANCO
Rec'd In Person

02066/2024

Misc Fees
Motion / Cross Motion \$45.00

Receipt Summary
TOTAL RECEIPT: ----> \$45.00
TOTAL RECEIVED: ----> \$45.00

CASH BACK! ----> \$0.00

PAYMENTS
Cash -> \$45.00

*Disbursed
pd. 12/11/24*

*Re: Kevin Byrne ✓
~~Paul F. Jones~~ Putnam
County
Legislative*

PUTNAM COUNTY CLERK
 MICHAEL C. BARTOLOTTI
 40 GLENEIDA AVENUE, ROOM 100
 CARMEL, NEW YORK 10512
 Phone # (845) 808-1142

Receipt

Receipt Date: 11/26/2024 09:48:16 AM
 RECEIPT # 2024150873

Recording Clerk: VS
 Cash Drawer: CASH12
 Rec'd Frm: MURTAGH COSSU VENDITTI &
 Rec'd In Person

Case#: 02066/2024
 DOC: CIVIL ACTION
 OR Party: KEVIN BYRNE
 EE Party: PAUL E JONKE

Recording Fees
 Index Number - State \$165.00
 Index Number - County \$25.00
 Records Management Court Fee - County \$1.00
 Records Management Court Fee - State \$4.75
 Cultural Ed Court \$14.25
 DOCUMENT TOTAL: ----> \$210.00

Docket for Case#: 02066/2024
 DOC: REQUEST FOR JUDICIAL INTERVENTION

Recording Fees
 RJJ \$95.00
 DOCUMENT TOTAL: ----> \$95.00

Docket for Case#: 02066/2024
 DOC: ORDER TO SHOW CAUSE

Recording Fees
 Motion / Cross Motion \$0.00
 DOCUMENT TOTAL: ----> \$0.00

Docket for Case#: 02066/2024
 DOC: AFFIRMATION IN SUPPORT

Recording Fees

No Fee Docket \$0.00

DOCUMENT TOTAL: ----> \$0.00

Receipt Summary

Document Count: 4
 TOTAL RECEIPT: ----> \$305.00
 TOTAL RECEIVED: ----> \$305.00
 CASH BACK: ----> \$0.00

PAYMENTS

Check # 1513 -> \$305.00
 MURTAGH COSSU VENDITTI &

Detail Continued ♦ - Pay Over Time activity

				Amount
11/27/24	WESTPORTER CO SUPPLY W... 9143450795	CLEVELAND		...
11/27/24	WESTPORTER CO SUPPLY W... 9143450795	WHITE PLAINS	NY	...
11/28/24	FEDEX - EXPRESS ① PUTNAM BOL 10512 TO: PUTNAM COUNTY BOARD OF LEGISLA NY FROM: J MURTAGH 10604 001 5LB AWB818155041838 FEDEX #1-800-622-1147	800-622-1147	TN	\$56.06 ♦
12/03/24	EDMUNDS COMPANY 9143450795	ELMSFORD	NY	\$73.44 ♦
12/05/24	... +1877622974	INDIANAPOLIS	IN	\$103.99 ♦
12/09/24	... TRAVEL AGENCY	UNITED STATES		\$171.02 ♦
12/10/24	... TO: J MURTAGH 10604 FROM: J MURTAGH 10604 001 5LB AWB818155041827	800-622-1147	TN	...
12/12/24	... LEGAL PUBLISH	800-833-9844	OH	\$306.82 ♦
12/13/24	FEDEX - EXPRESS ② PUTNAM COUNTY 10512 TO: PUTNAM COUNTY LEGISLATURE NY FROM: JOHN M MURTAGH 10604 001 1LB AWB818155041871 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ♦
12/13/24	FEDEX - EXPRESS ③ PUTNAM COUNTY 10512 TO: PUTNAM COUNTY LEGISLATURE NY FROM: JOHN M MURTAGH 10604 001 1LB AWB818155041860 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ♦
12/13/24	FEDEX - EXPRESS ④ PUTNAM COUNTY 10512 TO: COUTNY LEGISTALTUN NY FROM: JOHN M MURTAGH 10604 001 1LB AWB818155041882 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ♦
12/13/24	FEDEX - EXPRESS ⑤ PUTNAM COUNTY 10512 TO: PUTNAM COUNTY LEGISLATURE NY FROM: JOHN M MURTAGH 10604 001 1LB AWB818155041850 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ♦
12/13/24	FEDEX - EXPRESS ⑥ PUTNAM COUNTY 10512 TO: COUNTY LEGISLATURE NY FROM: JOHN M MURTAGH 10604 001 1LB AWB818155041919 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ♦
12/13/24	FEDEX - EXPRESS ⑦ PUTNAM COUNTY 10512 TO: COUNTY LEGISLATURE NY FROM: JOHN M MURTAGH 10604 001 1LB AWB818155041908 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ♦

7810



Business Gold Rewards
GAINES NOVICK LLP
STEVEN H. GAINES
 Closing Date 12/27/24

RESERVED

p. 5/9

Account Ending 9-17002

Detail Continued

♦ - Pay Over Time activity

				Amount
12/13/24	FEDEX - EXPRESS PUTNAM COUNTY 10512 TO: COUTNY LEGISLATOR NY FROM: JOHN M MURTAGH 10604 001 1LB AWB818155041893 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ♦
12/13/24	FEDEX - EXPRESS PUTNAM COURTY 10512 TO: PUTNAM COUNTY LEGIS LATURE NY FROM: JOHN M MURTARCH 10604 001 1LB AWB818155041621 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ♦
12/13/24	FEDEX - EXPRESS PUTNAM COUNTY 10512 TO: PUTNAM COUNTY LEGISLATEURE NY FROM: JOHN M MURTAGH 10604 001 1LB AWB818155041632 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ♦
12/14/24	AUDIO BOOKS	audible.com	NJ	\$14.95 ♦
12/16/24	886-403-1759	EL SEGUNDO	CA	\$405.08 ♦
12/16/24	FEDEX - EXPRESS PUTNAM 10512 TO: PUTNAM COUNTY LEGISCATURE NY FROM: J MURTAGH 10604 001 1LB AWB818155041724 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ♦
12/16/24	FEDEX - EXPRESS PUTNER 10512 TO: PUTNAM COUNTY LEGISTRATION NY FROM: J MURTAGH 10604 001 2LB AWB818155041676 FEDEX #1-800-622-1147	800-622-1147	TN	\$47.36 ♦
12/16/24	FEDEX - EXPRESS PUTNAM 10512 TO: NYS SUPREME COURT NY FROM: J MURTAGH 10604 001 1LB AWB818155041643 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ♦
12/16/24	FEDEX - EXPRESS PUTNAM 10512 TO: PUTNAM COUNTY LEGISTURE NY FROM: J MURTAGH 10604 001 1LB AWB818155041687 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ♦
12/16/24	FEDEX - EXPRESS PUTNAM 10512 TO: PUTNAM COUNTY LEGISTRATURE NY FROM: J MURTAGH 10604 001 1LB AWB818155041702 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ♦
12/16/24	FEDEX - EXPRESS PUTNAM 10512 TO: PUTNAM COUNTY LEGISTRIAON NY FROM: J MURTAGH 10604 001 1LB AWB818155041698 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ♦

000079 3/5

Continued on reverse

Detail Continued

◆ Pay Over Time activity

				Amount
12/16/24 (17)	FEDEX-EXPRESS PUTNAM 10512 TO: PUTNAM COUNTY LEGISTRATURE NY FROM: J MRUTAGH 10604 001 1LB AWB818155041654 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ◆
12/16/24 (18)	FEDEX-EXPRESS PUTNAM 10512 TO: PUTNAM COUNTY LEGISTRATURE NY FROM: J MURTAGHA 10604 001 1LB AWB818155041713 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ◆
12/16/24 (19)	FEDEX-EXPRESS PUTNAM 10512 TO: PUTNAM COUNTY LEGISTRATURE NY FROM: J MURRAGH 10604 001 1LB AWB818155041665 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ◆
12/16/24 (20)	FEDEX-EXPRESS PUTNAM 10512 TO: PUTNAM COUNTY LEGISTRATURE NY FROM: J MRUTAGH 10604 001 1LB AWB818155041735 FEDEX #1-800-622-1147	800-622-1147	TN	\$38.94 ◆
12/16/24	[REDACTED]	PLEASANTVILLE	NY	[REDACTED]
12/17/24	[REDACTED]	(941)234-0001	FL	[REDACTED]
12/17/24	[REDACTED]	SAN ANTONIO	TX	[REDACTED]
12/17/24	[REDACTED]	WALTHAM	MA	[REDACTED]
12/19/24	[REDACTED]	BRONX	NY	[REDACTED]
12/19/24	[REDACTED]	CLEVELAND	OH	[REDACTED]
12/23/24	[REDACTED]	NEW YORK	NY	[REDACTED]
12/23/24	[REDACTED]	CLEVELAND	OH	[REDACTED]
12/23/24	[REDACTED]	WHITE PLAINS	NY	[REDACTED]
12/23/24	[REDACTED]	NEW YORK	NY	\$65.00 ◆
12/23/24	[REDACTED]	BRONXVILLE	NY	[REDACTED]
12/24/24	[REDACTED]	800-446-8848	CA	[REDACTED]

Fees

	Amount
Total Fees for this Period	\$0.00



150 East 42nd Street | New York, NY 10017-5639 | 212.490.3000

December 5, 2024
Invoice No. 4154588
Page 1

PUTNAM COUNTY
Two-County Center
Carmel, NY 10512

Matter : Putnam County
Case Name : Putnam County re: Bankruptcy/Real Estate
Matters
WEMED File Number : 03985.00001

FOR ALL PROFESSIONAL SERVICES RENDERED IRS # 13-2679447

For Professional Services Rendered Through November 19, 2024	2,310.00
For Disbursements Incurred	.00
TOTAL	2,310.00

ATTORNEY SUMMARY

ATTORNEY	HOURS	RATE	AMOUNT
GROSS M J	4.30	300.00	1,290.00
LEDWIN M G	3.00	340.00	1,020.00
	7.30		2,310.00

Remittance Information

ACH Payment Instructions:
Account Name: Wilson Elser ACH; Account Number: 600761134; ABA Number: 021001088; Swift Code: MRMDUS33
HSBC Bank, USA, 452 Fifth Avenue, New York, NY 10018
Send payment details to ARCashreceipts@wilsonelser.com

Make check payable to **Wilson, Elser, Moskowitz, Edelman & Dicker LLP**
Please reference the invoice and file number and mail the check to Manager, Accounts Receivable
Wilson Elser, Accounting Department | 150 East 42nd Street | New York, NY 10017-5639



150 East 42nd Street | New York, NY 10017-5639 | 212.490.3000

PUTNAM COUNTY
WEMED File # :03985.00001
Invoice No. 4154588

December 5, 2024
Page 2

ITEMIZED SERVICES BILL

DATE	ATTY	HOURS	AMOUNT	DESCRIPTION
10/28/24	MGL	2.50	850.00	Highland Group: Various correspondence with all counsel
11/13/24	MJG	1.50	450.00	Kaspar: Initial review of sale motion and prepare for upcoming appearance.
11/14/24	MGL	.50	170.00	Alexander Kaspar: Various correspondence with M. Gross and C. O'Connor
11/14/24	MJG	2.80	840.00	Kaspar: Court appearance for sale motion.
TOTAL				2,310.00
DISBURSEMENTS				
TOTAL DISBURSEMENTS				.00
TOTAL INVOICE				2,310.00

Remittance Information

ACH Payment Instructions:
Account Name: Wilson Elser ACH; Account Number: 600761134; ABA Number: 021001088; Swift Code: MRMDUS33
HSBC Bank, USA, 452 Fifth Avenue, New York, NY 10018
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Wilson Elser, Accounting Department | 150 East 42nd Street | New York, NY 10017-5639



150 East 42nd Street | New York, NY 10017-5639 | 212.490.3000

PUTNAM COUNTY
WEMED File # :03985.00001
Invoice No. 4154588

December 5, 2024
Page 3

ITEMIZED SERVICES BILL

PREVIOUS STATEMENT OUTSTANDING

INVOICE NUMBER	DATE	INVOICE AMOUNT	PAYMENTS AGAINST INVOICE	INVOICE BALANCE
4136580	11/13/24	270.00	.00	270.00
PRIOR BALANCE				270.00
BALANCE DUE				2,580.00

Remittance Information

ACH Payment Instructions:

Account Name: Wilson Elser ACH; Account Number: 600761134; ABA Number: 021001088; Swift Code: MRMDUS33
HSBC Bank, USA, 452 Fifth Avenue, New York, NY 10018
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150 East 42nd Street | New York, NY 10017-5639 | 212.490.3000

January 13, 2025
Invoice No. 4171747
Page 1

PUTNAM COUNTY
Two County Center
Carmel, NY 10512

Matter : Putnam County
Case Name : Putnam County re: Bankruptcy/Real Estate
Matters
WEMED File Number : 03985.00001

FOR ALL PROFESSIONAL SERVICES RENDERED IRS # 13-2679447

For Professional Services Rendered Through December 19, 2024	158.00
For Disbursements Incurred	.00
TOTAL	158.00

ATTORNEY SUMMARY

ATTORNEY	HOURS	RATE	AMOUNT
GROSS M J	.30	300.00	90.00
LEDWIN M G	.20	340.00	68.00
	.50		158.00

Remittance Information

ACH Payment Instructions:
Account Name: Wilson Elser ACH; Account Number: 600761134; ABA Number: 021001088; Swift Code: MRMDUS33
HSBC Bank, USA, 452 Fifth Avenue, New York, NY 10018
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Wilson Elser, Accounting Department | 150 East 42nd Street | New York, NY 10017-5639



150 East 42nd Street | New York, NY 10017-5639 | 212.490.3000

PUTNAM COUNTY
WEMED File # :03985.00001
Invoice No. 4171747

January 13, 2025
Page 2

ITEMIZED SERVICES BILL

DATE	ATTY	HOURS	AMOUNT	DESCRIPTION
12/03/24	MGL	.20	68.00	Highland Group: correspondence with J. Herodes confirming that sale has closed and county paid in full.
12/19/24	MJG	.30	90.00	Tomlinson: Review updated docket
TOTAL				158.00
DISBURSEMENTS				
TOTAL DISBURSEMENTS				.00
TOTAL INVOICE				158.00

Remittance Information

ACH Payment Instructions:

Account Name: Wilson Elser ACH; Account Number: 600761134; ABA Number: 021001088; Swift Code: MRMDUS33
HSBC Bank, USA, 452 Fifth Avenue, New York, NY 10018
Send payment details to ARCashreceipts@wilsonelser.com

Make check payable to Wilson, Elser, Moskowitz, Edelman & Dicker LLP

Please reference the invoice and file number and mail the check to Manager, Accounts Receivable
Wilson Elser, Accounting Department | 150 East 42nd Street | New York, NY 10017-5639



WILSON ELSE, MOSKOWITZ, EDELMAN & DICKER LLP

150 East 42nd Street | New York, NY 10017-5639 | 212.490.3000

PUTNAM COUNTY
WEMED File # :03985.00001
Invoice No. 4171747

January 13, 2025
Page 3

ITEMIZED SERVICES BILL

PREVIOUS STATEMENT OUTSTANDING

INVOICE NUMBER	DATE	INVOICE AMOUNT	PAYMENTS AGAINST INVOICE	INVOICE BALANCE
4154588	12/05/24	2,310.00	.00	2,310.00
PRIOR BALANCE				2,310.00
BALANCE DUE				2,468.00

Remittance Information

ACH Payment Instructions:

Account Name: Wilson Elser ACH; Account Number: 600761134; ABA Number: 021001088; Swift Code: MRMDUS33
HSBC Bank, USA, 452 Fifth Avenue, New York, NY 10018
Send payment details to ARCashreceipts@wilsonelser.com

Make check payable to **Wilson, Elser, Moskowitz, Edelman & Dicker LLP**
Please reference the invoice and file number and mail the check to Manager, Accounts Receivable
Wilson Elser, Accounting Department | 150 East 42nd Street | New York, NY 10017-5639



20 Corporate Woods Blvd
 Albany, NY 12211
 518-462-0300
 www.girvinlaw.com

C. Compton Spain
 Putnam County
 Department of Law
 48 Gleneida Ave
 Carmel, NY 10512

Statement Date: 01/08/2025
 Statement No. 9
 Account No. 16034.03 E

ORIGINAL ON FILE WITH LAW DEPARTMENT

Re: Disciplinary Matter - Employee

		Balance Due from Prior Billings			\$7,125.00
			Rate	Hours	
12/02/2024	JEG	Telephone call with H.O.; Prep	250.00	0.60	150.00
12/03/2024	JEG	Conference; Prep	250.00	1.00	250.00
12/04/2024	JEG	Review NOD/file/emails; Prep	250.00	1.00	250.00
12/05/2024	JEG	Emails; Prep	250.00	1.40	350.00
12/06/2024	JEG	Telephone call with John C.; Telephone call with employee's union representative; Email from County; Email from H.O.	250.00	0.90	225.00
12/08/2024	JEG	Email from employee's attorney	250.00	0.20	50.00
12/09/2024	JEG	Telephone call with H.O.; Telephone call with union representative	250.00	0.80	200.00
12/13/2024	JEG	Telephone call with employee's union attorney; Email; Telephone call/Email with John C.; Prep	250.00	1.00	250.00
12/17/2024	JEG	Emails from union attorney re: conference call concerning selection of arbitrator; Prep	250.00	1.30	325.00
12/18/2024	JEG	Telephone call with John Cherico; Email from John; Telephone call with union attorney; Prep	250.00	1.60	400.00
12/19/2024	JEG	Telephone calls/emails with union attorney re: arbitrator and discipline matter	250.00	1.50	375.00
12/20/2024	JEG	Union attorney/arbitrator emails; Prep	250.00	1.30	325.00
12/23/2024	JEG	Telephone call with Adriene I.; Email from John C.; Email from union attorney; Review CBA	250.00	1.50	375.00
12/27/2024	JEG	Email John C. re: alternate disciplinary procedure; Email from NYSUT attorney re: hearing dates; Prep	250.00	1.50	375.00
12/30/2024	JEG	Telephone call with John C.; Emails re: hearing dates and notice to			

Putnam County

Page: 2
January 08, 2025
Account No: 16034-03E
Invoice No: 9

employee of separation; Prep

Rate	Hours	
250.00	1.90	475.00
	17.50	4,375.00

Recap

Attorney	Hours	Hourly Rate	Total
James E. Girvin	17.50	\$250.00	\$4,375.00

Total Due For This Billing 4,375.00

Total Balance Due on Account \$11,500.00

Please Remit \$11,500.00

Thank You For Allowing Us To Be Of Service To You!

HARRIS BEACH PLLC

ATTORNEYS AT LAW

County of Putnam
48 Gleneida Avenue
Attn: Compton Spain, Esq.
County Attorney
Carmel, NY 10512

November 13, 2024
Invoice #8999101

Firm Attorney: Darius Chafizadeh
Firm Matter Numbers: 2233643.422488

Client Name: County of Putnam
Matter Name: Legal Services

November Invoice for Statement of Services and Disbursements

ACCOUNT SUMMARY FOR THIS MATTER

TOTAL FEES THIS INVOICE \$20,740.00
TOTAL COSTS THIS INVOICE \$45.20
TOTAL AMOUNT DUE FOR THIS INVOICE \$20,785.20
PREVIOUS OUTSTANDING BALANCE FOR THIS MATTER \$30,320.00
TOTAL AMOUNT DUE FOR THIS MATTER AS OF CURRENT INVOICE (11/13/24) \$51,105.20

OUTSTANDING INVOICE DETAIL AS OF: 11/13/24

<u>Invoice</u>	<u>Date</u>	<u>Original Amount</u>	<u>Payments/Credits</u>	<u>Amount Due</u>
8993303	10/04/24	30,320.00	0.00	30,320.00
TOTALS		\$30,320.00	\$0.00	\$30,320.00

PROFESSIONAL SERVICES RENDERED:

<u>DATE</u>	<u>TIMEKEEPER</u>	<u>NARRATIVE</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/21/23	DD	Arben E- Discovery Meeting/IT Putnam.	0.50	75.00
03/15/24	DD	Download and setup reviewed production from Avangrid to process into Relativity workspace.	0.70	105.00
03/25/24	DD	Download and preservation asset tagging of Tectonic and Barton/Loguidice received production. Prepare documents for processing in Relativity workspace.	1.20	180.00
03/26/24	DD	Prepare received third party production folder structure in review tool for case team review.	0.40	60.00
05/16/24	DD	Setup Michael Giacomo on Relativity workspace.	0.20	30.00
05/16/24	DD	Remove Michael Perlo from Relativity workspace.	0.20	30.00
05/16/24	DD	Setup Marie Bray on Relativity workspace.	0.20	30.00
05/16/24	DD	Prepare documents for redaction.	0.30	45.00
06/27/24	YZ	Review and analysis of a potential supplemental production population 17,120 client emails and coordination with City of Putnam case team in order to devise a strategy and related work flow to ensure that various documents that bear incomplete or inconsistent determinations with respect to either relevance, privileged standing, confidentiality, redaction requirement and or production approval are fully vetted for disclosure.	0.60	90.00
07/30/24	DD	Setup Doreen Klein in Relativity review workspace.	0.30	45.00
10/01/24	RTT	Review Tri-County mechanic's lien claim. Correspondence to Anna Diaz	0.40	120.00
10/10/24	DD	Download and inventory received production from CNA - CNA 0000001-1813. Ingested into Relativity workspace for case team review.	1.20	180.00
10/10/24	DD	Receipt of productions from Surety. Upload to Relativity workspace and prepare for attorney review.	1.20	180.00
10/21/24	DPC	Begin prep for depositions.	2.40	720.00
10/21/24	DK	Review and analyze documents pertinent to case. Review Tri-State docket and confer with Darius Chafizadeh regarding Preliminary Conference Order. Communicate with counsel regarding same.	4.20	1,260.00
10/21/24	RTT	Review Arben project mechanic's liens to prepare for Tri-County contract claim court conference; review proposed scheduling order for the same.	0.50	150.00
10/21/24	TM	Review daily work reports, County litigation letters, and Arben letters for deposition preparation.	7.00	1,750.00
10/22/24	DK	Confer with Thomas McShane regarding documents pertinent to issues in case. Revise Preliminary Conference Order in Tri-State litigation. Confer with counsel in Tri-State litigation regarding same.	1.30	390.00
10/22/24	TM	Review daily work reports, County litigation letters, and Arben letters for deposition preparation.	6.70	1,675.00

<u>DATE</u>	<u>TIMEKEEPER</u>	<u>NARRATIVE</u>	<u>HOURS</u>	<u>AMOUNT</u>
10/23/24	DPC	Prepare for depositions and review all documents for meeting with County.	3.60	1,080.00
10/23/24	DK	Review and analyze documents pertinent to litigation.	3.80	1,140.00
10/23/24	TM	Review daily work reports, County litigation letters, and Arben letters for deposition preparation.	7.00	1,750.00
10/23/24	YZ	Review and analysis of all disclosures to date in order to amass a population of 371 records that reference entity Barton & Loguidice as well as Shop Drawings drawing submittal in order to allow for potential exhibit utilization of the same.	1.20	180.00
10/23/24	YZ	Review and analysis of specific Barton & Loguidice Shop Drawing submittal disclosed by opposing counsel for Arben in order to amass twelve additional records bearing related information for potential exhibit utilization.	0.40	60.00
10/23/24	YZ	Review and analysis of all disclosures to date in order to amass 706 records comprising full message attachment groups pertaining to Request for Information responses filed by pertinent entities. Refinement of the same to isolate a subset of 247 records that references key party of interest Barton and Loguidice to allow for potential exhibit utilization of the same.	1.30	195.00
10/24/24	TM	Review requests for information for deposition preparation.	7.50	1,875.00
10/25/24	TM	Prepare deposition binders for shop drawings.	4.50	1,125.00
10/28/24	DPC	Prep and meeting with DPW and engineers on Arben litigation; follow up on meeting	4.50	1,350.00
10/28/24	DK	Prepare for and attend meeting at Putnam County Highway Department with Darius Chafizadeh and Putnam County personnel. Review and analyze Highway Department documents in follow up to same.	5.40	1,620.00
10/28/24	RTT	Prepare for and attend project team meeting to review Arben contract claim litigation strategy.	2.50	750.00
10/28/24	TM	Review survey documents.	2.50	625.00
10/29/24	DPC	Deposition preparation for Arben matter.	3.50	1,050.00
10/29/24	YZ	Review and analysis of all discoverable records collected to date by all affiliated parties in order to amass an initial population 638 records referencing daily work reports. Further review of the same to filter to 154 such records that are date before 9/1/2022. Allocation of the same for potential deposition utilization evaluation.	1.10	165.00

2233643.422488

County of Putnam
Legal Services

Harris Beach PLLC
Invoice # 8999101

Page 4

<u>DATE</u>	<u>TIMEKEEPER</u>	<u>NARRATIVE</u>	<u>HOURS</u>	<u>AMOUNT</u>
10/29/24	YZ	Review and analysis of all discoverable records collected to date by all affiliated parties in order to amass an initial population 4096 records comprising communications To or From Mark Ronnow or Vincent Cannizzaro. Further review of the same to filter to 5 records that reference Daily Work Reports. Allocation of the same for potential deposition exhibit utilization review.	1.40	210.00
10/31/24	RTT	Review Arben project material diversion issues and prepare for Arben deposition.	1.50	450.00

TOTAL HOURS AND FEES

81.20 \$20,740.00

DISBURSEMENTS

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Vendor: Doreen Klein Invoice#: 7024247311071926 Date: 11/7/2024 - - Mileage-10/23/24 Doreen Klein-Travel to attend preliminary conference	45.20

TOTAL DISBURSEMENTS

\$45.20

TIMEKEEPER SUMMARY			
<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Value</u>
Chafizadeh, D.	300.00	14.00	4,200.00
Klein, D.	300.00	14.70	4,410.00
Tucker, R.	300.00	4.90	1,470.00
McShane, T.	250.00	35.20	8,800.00
Duffy, D.	150.00	6.40	960.00
Zloczewski, Y.	150.00	6.00	900.00
TOTALS		81.20	\$20,740.00

TOTAL AMOUNT DUE FOR THIS INVOICE

\$20,785.20

HARRIS BEACH MURTHA
 ATTORNEYS AT LAW
 445 Hamilton Avenue, Suite 1206
 White Plains, NY 10601

County of Putnam
 48 Gleneida Avenue
 Attn: Compton Spain, Esq.
 County Attorney
 Carmel, NY 10512

January 16, 2025
 Invoice #12497038

Firm Attorney: Darius Chafizadeh
 Firm Matter Numbers: 2233643, 422488

Arben v. COP
 Client Name: County of Putnam
 Matter Name: Legal Services

January Invoice for Statement of Services and Disbursements

ACCOUNT SUMMARY FOR THIS MATTER

TOTAL FEES THIS INVOICE.....	\$27,040.00
TOTAL COSTS THIS INVOICE.....	\$25.40
TOTAL AMOUNT DUE FOR THIS INVOICE.....	\$27,065.40
PREVIOUS OUTSTANDING BALANCE FOR THIS MATTER.....	\$20,785.20
TOTAL AMOUNT DUE FOR THIS MATTER AS OF CURRENT INVOICE (01/16/25).....	\$47,850.60

OUTSTANDING INVOICE DETAIL AS OF: 01/16/25

<u>Invoice</u>	<u>Date</u>	<u>Original Amount</u>	<u>Payments/Credits</u>	<u>Amount Due</u>
8999101	11/13/24	20,785.20	0.00	20,785.20
TOTALS		\$20,785.20	\$0.00	\$20,785.20

PROFESSIONAL SERVICES RENDERED:

<u>DATE</u>	<u>TIMEKEEPER</u>	<u>NARRATIVE</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/02/24	TM	Review 2021 schedule documents for deposition preparation.	4.00	1,000.00
12/03/24	TM	Review 2022 schedule documents for deposition preparation.	3.00	750.00
12/09/24	DPC	Deposition preparation.	2.50	750.00
12/09/24	TM	Review 2021 reports for deposition preparation.	2.00	500.00
12/10/24	RTT	Prepare Article 31 combined demand responses to Empire Layout regarding Arben project liens.	1.50	450.00
12/10/24	TM	Review 2021 reports for deposition preparation.	1.30	325.00
12/11/24	TM	Review relativity schedule documents for deposition preparation.	3.00	750.00
12/12/24	DPC	Deposition preparation.	5.00	1,500.00
12/12/24	DPC	Attend to memo issues.	1.00	300.00
12/12/24	TM	Review relativity for response for information documents for deposition preparation.	3.50	875.00
12/13/24	DPC	Deposition preparation.	3.50	1,050.00
12/13/24	TM	Review meeting minute files for deposition preparation. Review relativity for response for information documents for deposition preparation.	4.50	1,125.00
12/15/24	TM	Review schedule documents, request for information logs, litigation letters, and shop drawings for deposition preparation.	9.50	2,375.00
12/16/24	DPC	Deposition preparation and deposition of Zen.	8.50	2,550.00
12/16/24	TM	Review County email correspondence, submittal, and bid documents.	9.50	2,375.00
12/17/24	DPC	Deposition preparation for P. Benza.	6.60	1,980.00
12/17/24	RTT	Begin preparation of notice to produce response to Empire Layout regarding Arben project lien issues; conference with B&L project team to further prepare for depositions.	2.00	600.00
12/17/24	TM	Review request for proposal documents and contract documents.	8.50	2,125.00
12/17/24	RA	Per Thomas McShane request, prepared various produced documents for deposition prep.	1.40	210.00
12/18/24	DPC	Prep and take deposition of P. Benza (Arben).	8.50	2,550.00
12/18/24	TM	Review survey documents.	2.00	500.00
12/19/24	TM	Review Zen notes.	2.80	700.00
12/20/24	DPC	Attend to subpoenas and deposition scheduling.	0.50	150.00
12/20/24	MG	Attend to binder organization regarding outside investigation from Harris Beach PLLC. Deliver to County of Putnam Attorneys Office, Legislature, Executive, Purchasing and Finance Departments.	2.70	675.00

2233643.422488

County of Putnam
Legal Services

Harris Beach Murtha Cullina PLLC

Invoice # 12497038

Page 3

<u>DATE</u>	<u>TIMEKEEPER</u>	<u>NARRATIVE</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/20/24	TM	Draft subpoena for Empire Layout.	2.00	500.00
12/23/24	TM	Revise Empire Layout subpoena.	1.50	375.00

TOTAL HOURS AND FEES

100.80 \$27,040.00

DISBURSEMENTS

DESCRIPTION

AMOUNT

Vendor: Empire Layout LLC; Invoice#: 422488-122424; Date: 12/24/2024 - Witness Fee - manual check from Nicole Pena

25.40

TOTAL DISBURSEMENTS

\$25.40

<u>TIMEKEEPER SUMMARY</u>			
<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Value</u>
Chafizadeh, D.	300.00	36.10	10,830.00
Tucker, R.	300.00	3.50	1,050.00
Giacomo, M.	250.00	2.70	675.00
McShane, T.	250.00	57.10	14,275.00
Asoda, R.	150.00	1.40	210.00
TOTALS		100.80	\$27,040.00

TOTAL AMOUNT DUE FOR THIS INVOICE

\$27,065.40

**White Plains Manual Check
Citizens Bank Account
12-24-2024**

Check No.	206231
Amount of Check	\$25.40
Matter No.	422488
Client Name	County of Putnam
Payable to	Empire Layout LLC
For	Witness Fee
Requester	Darius Chafizadeh
Signer	Mathew Dudley

HARRIS BEACH PLLC ALBANY CONTROLLED DISBURSEMENT ACCOUNT

VENDOR

CHECK NO. 206231

OUR INV. NO.	YOUR REF. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
			Empire Bayard LLC			STP 25.40

Citizens Bank

HARRIS BEACH PLLC
ATTORNEY AT LAW
Albany, New York
Albany Controlled Disbursement Account
(518) 427-2700

Check Date: 10/20/09
CHECK AMOUNT: 25.40

Pay to the order of: Empire Bayard LLC

[Signature]

AUTHORIZED SIGNATURE

⑈ 206231 ⑈ ⑆ 011375135 ⑆ 4199000096 ⑈

HARRIS BEACH MURTHA
 ATTORNEYS AT LAW
 445 Hamilton Avenue, Suite 1206
 White Plains, NY 10601

County of Putnam
 48 Gleneida Avenue
 Attn: Compton Spain, Esq.
 County Attorney
 Carmel, NY 10512

January 16, 2025
 Invoice #12497039

Firm Attorney: Darius Chafizadeh
 Firm Matter Numbers: 2233643.433317

Client Name: County of Putnam
 Matter Name: County Attorney - Legislative Issues

January Invoice for Statement of Services and Disbursements

ACCOUNT SUMMARY FOR THIS MATTER

TOTAL FEES THIS INVOICE\$11,880.00
 TOTAL AMOUNT DUE FOR THIS INVOICE\$11,880.00
 PREVIOUS OUTSTANDING BALANCE FOR THIS MATTER\$23,115.00
 TOTAL AMOUNT DUE FOR THIS MATTER AS OF CURRENT INVOICE (01/16/25).....\$34,995.00

OUTSTANDING INVOICE DETAIL AS OF: 01/16/25

<u>Invoice</u>	<u>Date</u>	<u>Original Amount</u>	<u>Payments/Credits</u>	<u>Amount Due</u>
9002068	12/04/24	23,115.00	0.00	23,115.00
TOTALS		\$23,115.00	\$0.00	\$23,115.00

PROFESSIONAL SERVICES RENDERED:

<u>DATE</u>	<u>TIMEKEEPER</u>	<u>NARRATIVE</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/02/24	DPC	Work on memo on legislative issues.	0.90	270.00
12/02/24	DK	Revise and finalize Memorandum for Law Department. Compile and finalize exhibits for same.	4.20	1,260.00
12/02/24	DD	Prepare exhibit disclosure for deposition.	0.40	60.00
12/03/24	DK	Revise Memorandum to incorporate additional information. Review and analyze documents pertinent to same.	2.00	600.00
12/04/24	DPC	Revisions to memo.	0.80	240.00
12/04/24	DK	Revise Memorandum to Law Department.	1.20	360.00
12/05/24	DPC	Attend to memorandum issues.	0.80	240.00
12/06/24	DPC	Attend to memo issues	3.50	1,050.00
12/06/24	DK	Revise Memorandum to County Attorney's Office to incorporate additional facts and analysis of same. Review and analyze documents pertinent to same.	4.60	1,380.00
12/09/24	DPC	Finalize memo	1.50	450.00
12/09/24	DK	Revise Memorandum to County Attorney's Office. Review and analyze exhibits for same.	2.80	840.00
12/10/24	DK	Revise and finalize Memorandum to County Attorney. Review and analyze exhibits pertinent to same.	1.80	540.00
12/11/24	DK	Communicate with Yoni Zloczewski (Harris Beach IT Litigation Support) in connection with documents.	0.50	150.00
12/11/24	DD	Provide disclosure link for case team	0.20	30.00
12/11/24	YZ	Review and analysis of various exhibits and an coinciding memorandum	0.60	90.00
12/12/24	DK	Research and analyze status of prior Legislative Counsel. Review Putnam County Legislature meeting minutes for pertinence to same. Identify period of time during which Legislative Counsel position was vacant and research reasons for same.	1.40	420.00
12/13/24	DK	Confer Review public sources for same.	0.80	240.00
12/18/24	DPC	Attend to memo to County Attorney.	1.40	420.00
12/18/24	DK	Confer with Darius Chafizadeh regarding additional analysis for Memorandum to County Attorney. Review and revise Darius Chafizadeh additions to same. Research and analyze statutory and case law authority in support of same.	4.30	1,290.00

2233643.433317

County of Putnam
County Attorney - Legislative Issues

Harris Beach Murtha Cullina PLLC

Invoice # 12497039

Page 3

<u>DATE</u>	<u>TIMEKEEPER</u>	<u>NARRATIVE</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/19/24	DK	Confer regarding comments on Memorandum. Revise Memorandum to incorporate additional facts and analysis. Identify and review additional exhibits to same. Finalize Memorandum and exhibits to same.	6.30	1,890.00
12/23/24	YZ	Review and analysis of various exhibits, a corresponding memo and committee meeting recordings to isolate a pertinent subset to formally disclose to external affiliated parties.	0.40	60.00

TOTAL HOURS AND FEES

40.40	\$11,880.00
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<u>TIMEKEEPER SUMMARY</u>			
<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Value</u>
Chafizadeh, D.	300.00	8.90	2,670.00
Klein, D.	300.00	29.90	8,970.00
Duffy, D.	150.00	0.60	90.00
Zloczewski, Y.	150.00	1.00	150.00
TOTALS		40.40	\$11,880.00

TOTAL AMOUNT DUE FOR THIS INVOICE	\$11,880.00
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One North Lexington Avenue
White Plains, NY 10601
(914) 949 - 2700
www.bpslaw.com
Facsimile: (914) 683 - 6956
Tax ID: 13-3214642

Putnam County
C. Compton Spain, Esq.
County Attorney for County of Putnam
40 Gleneida Avenue
Carmel, NY 10512

Invoice Date: December 18, 2024
Matter ID: 15571-00001
Invoice No: 158041
Attorney: Adam Rodriguez

Proposed Implementation of Congestion Pricing

BILLING SUMMARY THROUGH NOVEMBER 30, 2024

Current Fees:	617.50
Total Expenses:	0.00
Total Current Billing:	<u>617.50</u>
Total Now Due:	<u>617.50</u>

PAYMENT DUE UPON RECEIPT
THANK YOU

[Click here to pay by eCheck](#)

[Click here to pay by credit/debit card](#)

Or please go to the payment portal on our web page: <https://www.bpslaw.com/>

Putnam County
Matter: 15571-00001
Invoice No: 158041

December 18, 2024
Page: 1

PROFESSIONAL SERVICES

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TMKP</u>	<u>HOURS</u>	<u>AMOUNT</u>
11/26/2024	Begin review and analysis of legal research for amicus; communicate with client	AR	1.10	357.50
11/27/2024	Review and analyze legal arguments in NJ action; exchange emails with client; review docket in underlying action; communicate with DCJ	AR	0.80	260.00
TOTAL FOR PROFESSIONAL SERVICES				<u>\$617.50</u>
Current Fees:				\$617.50

TIME/RATE SUMMARY				
<u>TMKP</u>	<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
AR	Adam Rodriguez - Partner	1.90	325.00	617.50
				<u>\$617.50</u>



One North Lexington Avenue
White Plains, NY 10601
(914) 949 - 2700
www.bpslaw.com
Facsimile: (914) 683 - 6956
Tax ID: 13-3214642

Putnam County
C. Compton Spain, Esq.
County Attorney for County of Putnam
40 Gleneida Avenue
Carmel, NY 10512

Invoice Date: January 13, 2025
Matter ID: 15571-00001
Invoice No: 158373
Attorney: Adam Rodriguez

Proposed Implementation of Congestion Pricing

BILLING SUMMARY THROUGH DECEMBER 31, 2024

Current Fees:	9,543.75
Courtesy Discount	(2,174.71)
Total Expenses:	0.00
Total Current Billing:	<u>7,369.04</u>
Previous Balance Due	617.50
Total Now Due:	<u>7,986.54</u>

PAYMENT DUE UPON RECEIPT
THANK YOU

[Click here to pay by eCheck](#)

[Click here to pay by credit/debit card](#)

Or please go to the payment portal on our web page: <https://www.bpslaw.com/>

PROFESSIONAL SERVICES

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TMKP</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/02/2024	Continue to conduct and analyze legal research; exchange emails with County; conference call with planning director; conference call with DHC re underlying action status.	AR	1.70	552.50
12/03/2024	Drafted pre motion conference letter to judge on amicus brief of Putnam County	BFM	0.90	292.50
12/03/2024	Review and exchange emails with client; begin drafting PMC letter; conference with BM re same; conduct and analyze legal research; edit letter; email clients	AR	1.80	585.00
12/04/2024	Conference calls with client; revise PMC letter.	AR	1.20	390.00
12/05/2024	Exchange emails with client review court rules.	AR	0.30	97.50
12/10/2024	Review court order; email client; conference with BM; review and analyze data and briefs.	AR	1.10	357.50
12/11/2024	Research for Amicus Brief on behalf of Putnam in Rockland case	BFM	1.25	406.25
12/11/2024	Drafted Amicus Curiae brief to be filed by 12/16	BFM	4.40	1,430.00
12/11/2024	Email	BFM	0.10	32.50
12/11/2024	Conference call	AR	0.40	130.00
12/12/2024	Phone call	BFM	0.20	65.00
12/12/2024	Research on standing of counties in indirect harm matters on behalf of residents	BFM	0.90	292.50
12/12/2024	Review and analyze legal research; review and analyze pleadings; edit amicus brief; exchange emails with client.	AR	2.80	910.00
12/13/2024	Research on implementation of congestion pricing programs published by FHWA	BFM	0.40	130.00
12/13/2024	Draft of amicus curiae brief to include additional points from FHWA publishing about programs in other parts of the world. Incorporated additional statistics	BFM	0.70	227.50
12/13/2024	Continue to work on amicus brief; conference call with client	AR	2.60	845.00
12/14/2024	Conducted legal research using Westlaw and Lexis on the ability of counties and municipalities to sue the state on behalf of their residents, including analysis of statutory provisions and case law governing municipal standing and related doctrines. Reviewed and summarized relevant precedents to assess viability of potential claims.	JMU	2.40	600.00
12/16/2024	Review and analyze Ds' briefs and Rockland reply; review and edit amicus brief; conduct research; conference call with client; exchange emails with client; finalize brief for filing.	AR	4.80	1,560.00
12/16/2024	Review and revision of amicus brief draft, including checking citations, proofreading for typos and grammatical errors, and refining arguments for clarity and consistency.	JMU	0.90	225.00

PROFESSIONAL SERVICES

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TMKP</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/16/2024	Conducted legal research using Westlaw and Lexis on the ability of counties and municipalities to sue the state on behalf of their residents, including analysis of statutory provisions and case law governing municipal standing and related doctrines. Reviewed and summarized relevant precedents to assess viability of potential claims.	JMU	1.40	350.00
12/17/2024	Review and analyze court order; exchange emails with client	AR	0.20	65.00
TOTAL FOR PROFESSIONAL SERVICES				\$9,543.75
Courtesy Discount				(\$2,174.71)
Current Fees:				\$7,369.04

TIME/RATE SUMMARY				
<u>TMKP</u>	<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
BFM	Brittany F McLaughlin - Law Clerk	8.85	325.00	2,876.25
AR	Adam Rodriguez - Partner	16.90	325.00	5,492.50
JMU	Jacqueline M. Urbinati - Law Clerk	4.70	250.00	1,175.00
				\$9,543.75

OPEN INVOICES				
<u>INVOICE NUMBER</u>	<u>DATE</u>	<u>AMOUNT DUE</u>	<u>PAYMENT RECEIVED</u>	<u>BALANCE DUE</u>
158041	12/18/2024	\$617.50	\$0.00	\$617.50

#6ii

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

APPROVAL – BUDGETARY AMENDMENT (25A006) – VETERANS SERVICE AGENCY – PEER TO PEER PROGRAM

WHEREAS, Putnam County has been notified by the NYS Office of Mental Health that funding for the Putnam County Veterans Peer to Peer Support Pilot Program has been awarded to the Putnam County Veterans Service Agency for SFY24-25 in the amount of \$197,684; and

WHEREAS, these funds are to assist Veterans suffering from post-traumatic stress syndrome or other related combat stress disorders using individual and small group peer-to-peer counseling methods; and

WHEREAS, the program is administered by the Putnam County Veterans Service Agency and the NYS Office of Mental Health; and

WHEREAS, the funds are available for the period of April 1, 2024 through March 31, 2025; and

WHEREAS, the Department of Social Services, Mental Health has requested a budgetary amendment (25A006) to account for these funds; and

WHEREAS, the Rules, Enactments & Intergovernmental Relations Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

Increase Revenue:

10651000 437895 10105 Veterans Peer to Peer Program 197,864

Increase Appropriations:

10651000 54646 10105 Veterans Peer to Peer Program – Contracts 197,864

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

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



cc: all Rules A+A

Reso

MICHAEL LEWIS
Commissioner Of Finance

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

DEPARTMENT OF FINANCE

January 29, 2025

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

2025 FEB - 4 AM 10: 59
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 2023 budget has been submitted for approval.

Increase Revenues:

10651000 437895 10105 Veterans Peer to Peer Program \$197,864

Increase Appropriations:

10651000 54646 10105 Veterans Peer to Peer Program – Contracts \$197,684

2025 Fiscal Impact -0-
2026 Fiscal Impact -0-

Putnam County has been notified by the NYS Office of Mental Health that additional funding for the Veterans Peer to Peer Support Pilot Program has been awarded to the Putnam County Office of Veterans Affairs for SFY24-25. These funds are to be used to assist veterans suffering from post-traumatic stress syndrome, other related combat stress disorders, or having counseling needs, using individual and small group peer-to-peer counseling methods. The program is administered by the Putnam County Office of Veterans Affairs and the NYS Office of Mental Health. The funds are available for the period April 1, 2024 through March 31, 2025.

NYS OMH Attachment A – Funding Source Allocation Table: Year: 2025 Amendment: 1 - 12/16/24, Dwyer Veteran P2P 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 **25A006**

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



Attachment A
Funding Source Allocation Table
 County Code: 40 County Name: Putnam
 Year: 2025 Amendment: 1 - 12/16/2024 10:47:56 AM

Print Date : 01/22/2025 12:19 PM
 Printed By : L6884KNW
 Page : 1 of 2

Funding Source	Code	Type	Final Annualized Value	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value	Annualized Value Changes	Fiscal Year Revised Annualized Value	Beds
Local Assistance	D01A	GS	\$62,204	\$0	\$62,204	\$0	\$0	\$0	
Community Support Services	D14	GS	\$114,736	\$0	\$114,736	\$0	\$0	\$0	
Adult Case Management & ACT	034J	GS	\$330,906	\$0	\$330,906	\$0	\$0	\$0	
Integrated Supp Emp	037	GS	\$53,816	\$0	\$53,816	\$0	\$0	\$0	
PROS State Aid	037P	GS	\$171,417	\$0	\$171,417	\$0	\$0	\$0	

Remarks

One time funding of \$88,726 represents the total 2025 PROS Viability funding. The funding for each provider is: Putnam Family & Comm Ser MH \$88,726 to be recorded on Program Code 6340
 Effective 1/1/2025, PROS Residual State Aid and PROS Vocational Initiative funding recalculated based upon monthly census data reported in CAIRS. CY 2026 funding changes are : PFCS PROSper / CoveCare Center PROSper SA \$31,842 Voc \$50,780 to be reported on Program Code 6340.
 Effective 4/1/24 PROS Residual State Aid and PROS Vocational Initiative funding is being increased based upon the 2.84% COLA. CY 2024 increases are: PFCS PROSper/CoveCare Center PROSperSA \$737 Voc \$1172

Dwyer Veteran P2P	038F	GS	\$197,864	\$0	\$197,864	\$0	\$0	\$0	
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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 Prog for veterans. The provider should use the program code 0890 on all OMH financial reporting documents.

Clinical Infrastructure-Adult	039P	GS	\$64,336	\$0	\$64,336	\$0	\$0	\$0	
CMHS Kids COVID Relief Funds	044C	F	\$0	\$0	\$0	\$0	\$0	\$0	
Clinical Infrastructure-C&F	046A	GS	\$80,128	\$0	\$80,128	\$0	\$0	\$0	
Community Support Programs-C&F	046L	GS	\$332,086	\$0	\$332,086	\$0	\$0	\$0	
Supported Housing	078	GS	\$2,552,243	\$0	\$2,552,243	\$0	\$0	\$0	
Prior Year Liability	122P	GS	\$0	\$0	\$0	\$0	\$0	\$0	78
Expanded Community Support Adult	142A	GS	\$284,164	\$0	\$284,164	\$0	\$0	\$0	

VET TO VET PROGRAM

BY CY SALs

CUM BAL

Year	Period	Amount	Cumulative Balance	Notes
TOTAL STATE AID -2013	(6/30/17)	185,000	185,000	SPY 12/14 6/30/15, EXTENDED TO 6/30/16; 6/30/17
2016	(6/30/18)	60,000	60,000	SPY 14/17
2017	(6/30/18)		245,000	
	(6/30/19)	152,500	60,000	SPY 14/17
			92,500	SPY 17/18
2018	(6/30/19)		397,500	
	(6/30/20)	185,000	92,500	SPY 17/18
			92,500	SPY 18/19
2019	(6/30/20)		582,500	
	(6/30/21)	185,000	92,500	SPY 18/19
			92,500	SPY 19/20
2020	(6/30/21)		767,500	
	(12/31/22)	231,250	92,500	SPY 19/20 4/1/19 12/31/19
			138,750	SPY 20/21 4/1/20 3/5/21
Rev. 2021	(12/31/22)		998,750	
	(12/31/23)		46,250	SPY 20/21 4/1/20 6/12/21
	(12/31/23)		46,250	SPY 21/22, 7/1/21 8/23/21
	(12/31/23)	208,125	185,000	SPY 21/22, 7/1/21 2/9/22
			-69,375	SPY 21/22, 7/1/21 3/17/22
			1,206,875	
2022	(12/31/23)		46,250	SPY 21/22, 7/1/21 12/20/21
	(12/31/23)		-23,125	SPY 21/22, 7/1/21 2/11/22
	(3/31/24)	208,125	185,000	SPY 22/24, 4/1/22 3/21/22
			1,415,000	
2023	(3/31/24)		185,000	SPY 23/24, 4/1/23 2/27/23
	(3/31/24)	192,400	7,400	SPY 23/24, 4/1/23 8/2/23 4% COLA
			1,607,400	
2024	12/31/24		192,400	CY 2024, 1/1/24 SAL 12/29/23 82
			-192,400	CY 2024, 1/1/24 SAL 3/22/24 83
			144,300	CY 2024, 1/1/24 SAL 4/22/24 84
		148,398	4,098	CY 2024, 4/1/24 SAL 6/7/24 COLA 2.84%
			1,755,798	
2025	12/31/25	197,864	197,864	CY 2025, 1/1/25 SAL 1/12/16/24
			1,953,662	

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
Contract 2025	197,864.00
	<hr/>
	1,949,562.36
24A093	4,098.00
	<hr/>
	1,953,660.36

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
	203,576.72
unexpended 2022109	1,614.72
to be added 2022109	4,098.00
New Contract 2025	197,864.00
	<hr/>
	203,576.72

#6jj

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

RESOLUTION AUTHORIZING A MORATORIUM ON THE IMPLEMENTATION OF CERTAIN PROVISIONS OF THE LEGISLATIVE MANUAL

RESOLVED, by the County Legislature of the State of New York as follows:

A. The County Legislature hereby imposes a moratorium on the implementation and effectiveness of the following provisions of the Legislative Manual adopted by the County Legislature on January 7, 2025:

(a) The provisions of Rules 31, 32 and 33 of the Legislative Manual shall not become effective until July 1, 2025.

(b) The provisions of Section II(B)(5)(c) of the Legislative Manual shall not become effective until October 15, 2025.

B. Notwithstanding the foregoing, the Rules and Section of the Legislative Manual set forth in Section A above may continue to be the subject of debate, amendment and revision at County Legislative committee meetings prior to the conclusion of each of the respective moratorium periods.

C. This resolution shall take effect immediately.

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

2/19/25 Proposed by
Legislator Birmingham

cc: all
Rules

Other Business

RESOLUTION AUTHORIZING A MORATORIUM ON THE IMPLEMENTATION OF CERTAIN PROVISIONS OF THE LEGISLATIVE MANUAL

RESOLVED, by the County Legislature of the State of New York as follows:

A. The County Legislature hereby imposes a moratorium on the implementation and effectiveness of the following provisions of the Legislative Manual adopted by the County Legislature on January 7, 2025:

(a) The provisions of Rules 31, 32 and 33 of the Legislative Manual shall not become effective until July 1, 2025.

(b) The provisions of Section II(B)(5)(c) of the Legislative Manual shall not become effective until October 15, 2025.

B. Notwithstanding the foregoing, the Rules and Section of the Legislative Manual set forth in Section A above may continue to be the subject of debate, amendment and revision at County Legislative committee meetings prior to the conclusion of each of the respective moratorium periods.

C. This resolution shall take effect immediately.

6 K K

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

APPROVAL/AMENDMENT OF LEGISLATIVE MANUAL/PUBLIC COMMENT DURING LEGISLATIVE SESSIONS AND COMMITTEE MEETINGS PRIOR TO TAKING A VOTE

WHEREAS, the Putnam County Legislature values transparency and public participation in the legislative process; and

WHEREAS, it is essential that the public has an opportunity to voice their opinions and concerns on issues that directly impact them; and

WHEREAS, allowing public comment before votes are taken in legislative sessions and committee meetings promotes open dialogue and better-informed decision-making by legislators; and

WHEREAS, the Putnam County Legislature seeks to ensure that all voices are heard, and that the democratic process remains inclusive and responsive to the needs of the community; now therefore be it

RESOLVED, that the Putnam County Legislature hereby mandates that all legislative sessions and committee meetings shall include a designated period for public comment prior to any votes being taken on agenda items; and be it further

RESOLVED, that this public comment period shall be structured in a manner that is consistent, fair, and efficient, with a time limit for individual comments to ensure that all individuals wishing to speak are given an opportunity to do so; and be it further

RESOLVED, that the Chair of each session or meeting shall notify the public in advance of the meeting agenda and the designated time for public comment, providing reasonable access for the public to attend and participate in the meeting; and be it further

RESOLVED, that any member of the public who wishes to speak during the public comment period shall be given a fair opportunity to present their views, subject to any rules or procedures adopted by the committee to ensure the orderly conduct of the meeting; and be it further

RESOLVED, that the Putnam County Legislature directs the implementation of the above procedure by incorporating the following as a new Rule in the Legislative Manual:

RULE 35 – PUBLIC COMMENT DURING LEGISLATIVE SESSIONS AND COMMITTEE MEETINGS PRIOR TO TAKING A VOTE

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

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

- A. All legislative sessions and committee meetings shall include a designated period for public comment prior to any votes being taken on agenda items. This public comment period shall be structured in a manner that is consistent, fair, and efficient, with a time limit for individual comments to ensure that all individuals wishing to speak are given an opportunity to do so.**
- B. The Chair of each session or meeting shall notify the public in advance of the meeting agenda and the designated time for public comment, providing reasonable access for the public to attend and participate in the meeting.**
- C. Any member of the public who wishes to speak during the public comment period shall be given a fair opportunity to present their views, subject to any rules or procedures adopted by the Legislature or committee to ensure the orderly conduct of the meeting.**

And be it further

RESOLVED, that this resolution shall take effect immediately upon adoption.

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

RESOLUTION

APPROVAL/AMENDMENT OF LEGISLATIVE MANUAL/PUBLIC COMMENT DURING LEGISLATIVE SESSIONS AND COMMITTEE MEETINGS PRIOR TO TAKING A VOTE

WHEREAS, the Putnam County Legislature values transparency and public participation in the legislative process; and

WHEREAS, it is essential that the public has an opportunity to voice their opinions and concerns on issues that directly impact them; and

WHEREAS, allowing public comment before votes are taken in legislative sessions and committee meetings promotes open dialogue and better-informed decision-making by legislators; and

WHEREAS, the Putnam County Legislature seeks to ensure that all voices are heard, and that the democratic process remains inclusive and responsive to the needs of the community; now therefore be it

RESOLVED, that the Putnam County Legislature hereby mandates that all legislative sessions and committee meetings shall include a designated period for public comment prior to any votes being taken on agenda items; and be it further

RESOLVED, that this public comment period shall be structured in a manner that is consistent, fair, and efficient, with a time limit for individual comments to ensure that all individuals wishing to speak are given an opportunity to do so; and be it further

RESOLVED, that the ~~Chairman~~Chair of ~~the committee~~each session or meeting shall notify the public in advance of the meeting agenda and the designated time for public comment, providing reasonable access for the public to attend and participate in the meeting; and be it further

RESOLVED, that any member of the public who wishes to speak during the public comment period shall be given a fair opportunity to present their views, subject to any rules or procedures adopted by the committee to ensure the orderly conduct of the meeting; and be it further

RESOLVED, that the Putnam County Legislature directs the implementation of the above procedure by incorporating the following as a new Rule in the Legislative Manual:

RULE ~~XX~~35 – PUBLIC COMMENT DURING LEGISLATIVE SESSIONS AND COMMITTEE MEETINGS PRIOR TO TAKING A VOTE

- A. ~~All~~All legislative sessions and committee meetings shall include a designated period for public comment prior to any votes being taken on agenda items. This public comment

period shall be structured in a manner that is consistent, fair, and efficient, with a time limit for individual comments to ensure that all individuals wishing to speak are given an opportunity to do so.

- B. The ~~Chairman~~Chair of ~~the committee~~each session or meeting shall notify the public in advance of the meeting agenda and the designated time for public comment, providing reasonable access for the public to attend and participate in the meeting; ~~and be it further~~
- C. Any member of the public who wishes to speak during the public comment period shall be given a fair opportunity to present their views, subject to any rules or procedures adopted by the Legislature or committee to ensure the orderly conduct of the meeting;
~~and be it further.~~

and be it further

RESOLVED, that this resolution shall take effect immediately upon adoption.

#622

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

APPROVAL - AMENDMENT OF LEGISLATIVE MANUAL - LIVE STREAMING LEGISLATIVE SESSIONS, PUBLIC MEETINGS, AND PUBLIC HEARINGS

WHEREAS, the Putnam County Legislature recognizes the vital importance of fostering transparency, enhancing public access, and encouraging community engagement within the legislative process; and

WHEREAS, advancements in digital communication and technology provide invaluable opportunities for the residents of Putnam County to remain informed and actively involved in the decisions affecting their community, regardless of their ability to attend meetings in person; and

WHEREAS, the Putnam County Legislature is committed to the principles of accountability and openness, ensuring that the public has full access to the discussions, decisions, and actions of its elected representatives; and

WHEREAS, live streaming of legislative sessions, public meetings and public hearings can help promote civic participation, improve government transparency, and increase public trust in the legislative process; now therefore be it

RESOLVED, that the Putnam County Legislature hereby expresses its strong support for the live streaming of all legislative sessions, public meetings, and public hearings as outlined in this resolution, to ensure that all citizens of Putnam County have the opportunity to observe and engage with the legislative process, whether in person or remotely, excluding matters heard in executive session; and be it further

RESOLVED, that the Putnam County Legislature directs the implementation of the following live streaming procedures to maximize public access and participation in the legislative process by incorporating the following as a new Rule in the Legislative Manual:

RULE 34 – LIVE STREAMING LEGISLATIVE SESSIONS, PUBLIC MEETINGS, AND PUBLIC HEARINGS

A. Live Streaming of Legislative Sessions

1. Live Streaming Availability:

All regular and special legislative sessions will be broadcast live, making use of digital platforms such as the County website or YouTube.

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

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

2. Public Access and Recording:

Sessions will be fully accessible online, with recordings available for on-demand viewing to ensure continued public access to legislative activities and deliberations.

B. Public Meetings, Committee Sessions, and Public Hearings

1. Live Streaming of Public Meetings:

Public meetings, committee sessions, and public hearings will also be live streamed.

C. Review and Feedback

1. Public Input:

The Legislature encourages ongoing feedback from the public on the live streaming process and will periodically review how the program can be improved for maximum effectiveness and accessibility.

And be it further

RESOLVED, that the Clerk of the Legislature and Director of Information Technology are hereby authorized to implement this initiative and ensure that all legislative sessions, public meetings, and public hearings are broadcast and archived for public access; and be it further

RESOLVED, that this resolution shall take effect immediately upon adoption.

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

RESOLUTION

APPROVAL/AMENDMENT OF LEGISLATIVE MANUAL/LIVE STREAMING LEGISLATIVE SESSIONS, PUBLIC AND PUBLIC MEETINGS, AND PUBLIC HEARINGS

WHEREAS, the Putnam County Legislature recognizes the vital importance of fostering transparency, enhancing public access, and encouraging community engagement within the legislative process; and

WHEREAS, advancements in digital communication and technology provide invaluable opportunities for the residents of Putnam County to remain informed and actively involved in the decisions affecting their community, regardless of their ability to attend meetings in person; and

WHEREAS, the Putnam County Legislature is committed to the principles of accountability and openness, ensuring that the public has full access to the discussions, decisions, and actions of its elected representatives; and

WHEREAS, live streaming of legislative sessions, public meetings and public meetings hearings can help promote civic participation, improve government transparency, and increase public trust in the legislative process; now therefore be it

RESOLVED, that the Putnam County Legislature hereby expresses its strong support for the live streaming of all legislative sessions, public meetings, and public meetings,hearings as outlined in this resolution, to ensure that all citizens of Putnam County have the opportunity to observe and engage with the legislative process, whether in person or remotely, excluding matters heard in executive session; and be it further

RESOLVED, that the Putnam County Legislature directs the implementation of the following live streaming procedures to maximize public access and participation in the legislative process by incorporating the following as a new Rule in the Legislative Manual:

RULE ~~XX34~~ – LIVE STREAMING LEGISLATIVE SESSIONS, PUBLIC MEETINGS, AND PUBLIC MEETINGS~~HEARINGS~~

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A. Live Streaming of Legislative Sessions

1. Live Streaming Availability:

All regular and special legislative sessions will be broadcast live, making use of digital platforms such as the County website, ~~social media channels (e.g., Facebook, YouTube), or a public access channel~~ or YouTube.

2. Public Access and Recording:

Sessions will be fully accessible online, with recordings available for on-demand viewing to ensure continued public access to legislative activities and deliberations.

B. Public Meetings, ~~and~~ Committee Sessions, ~~and~~ Public Hearings

1. Live Streaming of Public Meetings:

Public ~~hearings and meetings~~, committee sessions ~~of significant~~, ~~and~~ public ~~interest~~ ~~hearings~~ will also be live streamed.

C. Review and Feedback

1. Public Input:

The Legislature encourages ongoing feedback from the public on the live streaming process and will periodically review how the program can be improved for maximum effectiveness and accessibility.

and be it further

RESOLVED, that the Clerk of the Legislature and Director of Information Technology are hereby authorized to implement this initiative and ensure that all legislative sessions, public meetings, and public meetings-hearings are broadcast and archived for public access; and be it further

RESOLVED, that this resolution shall take effect immediately upon adoption.

6mm

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

APPROVAL – BUDGETARY AMENDMENT (24A136) – FINANCE – YEAR END JOURNAL ENTRY #2

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (24A136) for the second Year End Journal Entry for the year ending December 31, 2024; and

WHEREAS, further entry(s) will follow as more information becomes available during the year end closing process; 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:
SEE ATTACHED SHEET 1,643,188**

**Decrease Appropriations:
SEE ATTACHED SHEET 242,422**

**Increase Estimated Revenues:
SEE ATTACHED SHEET 12,630,216**

**Decrease Estimated Revenues:
SEE ATTACHED SHEET 11,229,450**

COUNTY ROAD FUND:

**Increase Appropriations:
SEE ATTACHED SHEET 74,611**

**Decrease Appropriations:
SEE ATTACHED SHEET 433,173**

**Decrease Estimated Revenues:
SEE ATTACHED SHEET 358,562**

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

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

ROAD MACHINERY FUND:

**Decrease Estimated Revenues:
SEE ATTACHED SHEET 88,481**

**Decrease Appropriations:
SEE ATTACHED SHEET 88,481**

TRANSPORTATION FUND:

**Decrease Estimated Revenues:
SEE ATTACHED SHEET 707,253**

**Decrease Appropriations:
SEE ATTACHED SHEET 707,253**

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

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

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

cc: all
ASA

Reso

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*
RE: **Budgetary Amendment – 24A136**
DATE: February 12, 2025

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

GENERAL FUND:

Increase Appropriations:

SEE ATTACHED SHEET \$ 1,643,188

Decrease Appropriations:

SEE ATTACHED SHEET \$ 242,422

Increase estimated revenues:

SEE ATTACHED SHEET \$ 12,630,216

Decrease estimated revenues:

SEE ATTACHED SHEET \$ 11,229,450

2025 FEB 13 PM 1:19
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

COUNTY ROAD FUND:

Increase Appropriations:

SEE ATTACHED SHEET \$ 74,611

Decrease Appropriations:

SEE ATTACHED SHEET \$ 433,173

Decrease estimated revenues:

SEE ATTACHED SHEET \$ 358,562

ROAD MACHINERY FUND:

Decrease Estimated Revenues:

SEE ATTACHED SHEET \$ 88,481

Decrease Appropriations:

SEE ATTACHED SHEET \$ 88,481

TRANSPORTATION FUND:

Decrease Estimated Revenues:

SEE ATTACHED SHEET \$ 707,253

Decrease Appropriations:

SEE ATTACHED SHEET \$ 707,253

Fiscal Impact - 2024 - \$ 0

Fiscal Impact - 2025 - \$ 0

This budgetary is recommended to adjust budgets accordingly. This is year end budgetary journal entry #2 as per the attached spreadsheet.

FUND	DEPT	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	INCREASE APPROPRIATIONS	DECREASE APPROPRIATIONS	INCREASE ESTIMATED REVENUES	DECREASE ESTIMATED REVENUES	JUSTIFICATION
01	HEALTH - PRE-K 3TO5	10296000	54414		CARE AT PRIVATE INSTITUTION	967,000.00	-	-	-	PRE-K RATE ADJUSTMENT
01	HEALTH - PRE-K 3TO5	10296000	432773		STATE AID - EDUCATION & TRANSPORTATION	-	-	-	575,365.00	PRE-K RATE ADJ-59.5 % STATE
01	PCSO - ADMIN	10311000	52680		OTHER EQUIPMENT	32,315.00	-	-	-	AXON INVOICE
01	DSS - VA SERVICES	10651000	54646	10105	VETERANS PEER TO PEER	-	42,387.00	-	-	ADJUST TO ACTUAL
01	DSS - VA SERVICES	10651000	437895	10105	STATE AID - VETERANS PEER TO PEER	-	-	-	42,387.00	ADJUST TO ACTUAL
01	PCSO - BCI	32311000	54640		EDUCATION & TRAINING	35.00	-	-	-	CORRECTION
01	PCSO - BCI	32311000	54782		SOFTWARE ACCESSORIES	-	35.00	-	-	CORRECTION
01	MH - SPOA	10011000	54630		NATURAL GAS	18,949.00	-	-	-	ADJUST TO ACTUAL
01	DPW - TILLY TABLE	10084000	54646	10137	PERSONNEL SERVICES	3,630.00	-	-	-	ADJUST TO ACTUAL
01	DPW - PGNC	10085000	54646	10137	CONTRACTS	15,000.00	-	-	-	INCENTIVE PER CONTRACT
01	DPW - HOMESTYLE	10085000	54646	10149	CONTRACTS	-	150,000.00	-	-	BUDGETARY SAVINGS
01	DSS - WMS	10116000	51000		PERSONNEL SERVICES	-	50,000.00	-	-	BUDGETARY SAVINGS
01	DISTRICT ATTORNEY	10116500	55370		CHRGK AUTOMOTIVE	9,879.00	-	-	-	ADJUST TO ACTUAL
01	DSS - OVERHEAD	10120000	54647	10198	SUB CONTRACTORS	5,446.00	-	-	-	ADJUST TO ACTUAL
01	FINANCE	10131000	51000		PERSONNEL SERVICES	4,295.00	-	-	-	ADJUST TO ACTUAL
01	FINANCE	10131000	410900		INT AND PENALTIES ON RP TAXES	4,483.00	-	-	-	ADJUST TO ACTUAL
01	FINANCE	10131000	411000		SALES AND USE TAX	-	-	1,118,556.00	-	BUDGETARY SURPLUS
01	FINANCE	10131000	424011		INTEREST & EARNINGS	-	-	7,111,887.00	-	BUDGETARY SURPLUS
01	FINANCE	10131000	427161		USE OF FUND BALANCE	-	-	2,930,577.00	-	BUDGETARY SURPLUS
01	DPW - ENGINEERING	10144000	51000		PERSONNEL SERVICES	8,682.00	-	-	10,611,698.00	REPLENISH USE OF FB
01	PROBATION	10314000	51094		TEMPORARY	3,497.00	-	-	-	ADJUST TO ACTUAL
01	PCSO - CORRECTIONS	10315000	51093		OVERTIME	13,675.00	-	-	-	ADJUST TO ACTUAL
01	DPW - FACILITIES	10511100	54630		NATURAL GAS	26,203.00	-	-	-	ADJUST TO ACTUAL
01	DPW - FACILITIES	10511100	51093		OVERTIME	9,676.00	-	-	-	ADJUST TO ACTUAL
01	DPW - FACILITIES	10511100	51000		PERSONNEL SERVICES	5,156.00	-	-	-	ADJUST TO ACTUAL
01	DSS - DAY CARE	10605500	54471		DAY CARE	109,478.00	-	-	-	ADJUST TO ACTUAL
01	DSS - TANF	10607000	446702		PREVTANF	-	-	398,773.00	-	ADJUST TO ACTUAL
01	DSS - TANF	10607000	446701		SERVICES FOR RECIPIENTS	-	-	432,235.00	-	BUDGETARY SURPLUS
01	DSS - CHILD CARE	10611900	54114		COMMITTEE on SPECIAL ED	142,087.00	-	-	-	ADJUST TO ACTUAL
01	DSS - VA SERVICES	10651000	51000		PERSONNEL SERVICES	3,640.00	-	-	-	ADJUST TO ACTUAL
01	PCSO - COMMUNICATIONS	13311000	51093	52224	OVERTIME	7,432.00	-	-	-	ADJUST TO ACTUAL
01	PCSO - CIVIL	15311000	51096		HOLIDAY PAY	7,500.00	-	-	-	ADJUST TO ACTUAL
01	PCSO - PATROL	17311000	51093	10102	OVERTIME	4,423.00	-	-	-	ADJUST TO ACTUAL
01	PCSO - DV	20311000	51000		PERSONNEL SERVICES	115,749.00	-	-	-	ADJUST TO ACTUAL
01	PCSO - DV	20311000	58002		SOCIAL SECURITY	9,560.00	-	-	-	ADJUST TO ACTUAL
01	PCSO - DV	20311000	51096		HOLIDAY PAY	3,500.00	-	-	-	ADJUST TO ACTUAL
01	DSS - CAC	22070000	51000		PERSONNEL SERVICES	8,495.00	-	-	-	ADJUST TO ACTUAL

FUND	DEPT	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	INCREASE APPROPRIATIONS	DECREASE APPROPRIATIONS	INCREASE ESTIMATED REVENUES	DECREASE ESTIMATED REVENUES	JUSTIFICATION
01	DSS - CAC VICTIM BOARD	22071000	54646		CONTRACTS	19,869.00	-	-	-	ADJUST TO ACTUAL
01	ISLF - LEGAL AID	25117100	54125		LEGAL SERVICES - 18B	75,000.00	-	-	-	ESTIMATED Q424 SERVICES
01	ISLF - LEGAL AID	25117000	430251		ST AID INDIGENT LEGAL SERV	-	-	638,188.00	-	BUDGETARY SURPLUS
01	PCSO - BCI	32311000	51093	10177	OVERTIME	8,534.00	-	-	-	ADJUST TO ACTUAL
					TOTAL GENERAL FUND	\$ 1,643,188.00	\$ 242,422.00	\$ 12,630,216.00	\$ 11,229,450.00	
						\$ 1,400,766.00			\$ 1,400,766.00	
02	DPW-COUNTY ROAD	10514200	54410		SUPPLIES AND MAT	37,867.00	-	-	-	ADJUST TO BUDGET
02	DPW-COUNTY ROAD	10514200	58008		HEALTH PLANS	16,823.00	-	-	-	ADJUST TO BUDGET
02	DPW-COUNTY ROAD	10511000	51093		OVERTIME	11,269.00	-	-	-	ADJUST TO BUDGET
02	DPW-COUNTY ROAD	10514200	51000		PERSONNEL SERVICES	4,204.00	-	-	-	ADJUST TO BUDGET
02	DPW-COUNTY ROAD	10514400	54410		SUPPLIES AND MAT	2,387.00	-	-	-	ADJUST TO BUDGET
02	DPW-COUNTY ROAD	10514400	58008		HEALTH PLANS	2,061.00	-	-	-	ADJUST TO BUDGET
02	DPW-COUNTY ROAD	10514200	58004		WORKERS COMPENSATION	-	13,355.00	-	-	BUDGETARY SAVINGS
02	DPW-COUNTY ROAD	10514200	51094		TEMPORARY	-	16,976.00	-	-	BUDGETARY SAVINGS
02	DPW-COUNTY ROAD	10511000	58001		STATE RETIREMENT	-	19,315.00	-	-	BUDGETARY SAVINGS
02	DPW-COUNTY ROAD	10514400	51000		PERSONNEL SERVICES	-	23,462.00	-	-	BUDGETARY SAVINGS
02	DPW-COUNTY ROAD	10514200	51093		OVERTIME	-	44,090.00	-	-	BUDGETARY SAVINGS
02	DPW-COUNTY ROAD	10514400	51093		OVERTIME	-	50,488.00	-	-	BUDGETARY SAVINGS
02	DPW-COUNTY ROAD	10511000	51000		PERSONNEL SERVICES	-	52,349.00	-	-	BUDGETARY SAVINGS
02	DPW-COUNTY ROAD	10511000	58004		WORKERS COMPENSATION	-	79,403.00	-	-	BUDGETARY SAVINGS
02	DPW-COUNTY ROAD	10511000	58008		HEALTH PLANS	-	133,735.00	-	-	BUDGETARY SAVINGS
02	DPW-COUNTY ROAD	02021310	427161		USE OF FUND BALANCE	-	-	-	358,562.00	REPLENISH USE OF FB
					COUNTY ROAD	\$ 74,611.00	\$ 433,173.00	\$ -	\$ 358,562.00	
03	DPW-ROAD MACHINERY	10513000	51000		PERSONNEL SERVICES	-	9,691.00	-	-	BUDGETARY SAVINGS
03	DPW-ROAD MACHINERY	10513000	51097		TOOL ALLOWANCE	-	1,314.00	-	-	BUDGETARY SAVINGS
03	DPW-ROAD MACHINERY	10513000	54370		AUTOMOTIVE	-	3,296.00	-	-	BUDGETARY SAVINGS
03	DPW-ROAD MACHINERY	10513000	54373		DIESEL	-	28,474.00	-	-	BUDGETARY SAVINGS
03	DPW-ROAD MACHINERY	10513000	58001		STATE RETIREMENT	-	5,087.00	-	-	BUDGETARY SAVINGS
03	DPW-ROAD MACHINERY	10513000	58002		SOCIAL SECURITY	-	3,555.00	-	-	BUDGETARY SAVINGS
03	DPW-ROAD MACHINERY	10513000	58004		WORKERS COMPENSATION	-	2,958.00	-	-	BUDGETARY SAVINGS
03	DPW-ROAD MACHINERY	10513000	58006		DENTAL BENEFITS	-	1,449.00	-	-	BUDGETARY SAVINGS
03	DPW-ROAD MACHINERY	10513000	58008		HEALTH PLANS	-	32,555.00	-	-	BUDGETARY SAVINGS
03	DPW-ROAD MACHINERY	10513000	58009		VISION	-	102.00	-	-	BUDGETARY SAVINGS
03	DPW-ROAD MACHINERY	03021310	427161		USE OF FUND BALANCE	-	-	-	88,481.00	REPLENISH USE OF FB
					ROAD MACHINERY	\$ -	\$ 88,481.00	\$ -	\$ 88,481.00	

FUND	DEPT	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	INCREASE APPROPRIATIONS	DECREASE APPROPRIATIONS	INCREASE ESTIMATED REVENUES	DECREASE ESTIMATED REVENUES	JUSTIFICATION
09	PLANNING-TRANSIT	95630000	51094		TEMPORARY	-	24,284.00	-	-	BUDGETARY SAVINGS
09	PLANNING-TRANSIT	95630000	54646		CONTRACTS	-	56,160.00	-	-	BUDGETARY SAVINGS
09	PLANNING-TRANSIT	95630000	54354		HEATING OIL	-	76,809.00	-	-	BUDGETARY SAVINGS
09	PLANNING-TRANSIT	95630000	54678	90001	LEASED TRANSPORTATION	-	100,000.00	-	-	BUDGETARY SAVINGS
09	PLANNING-TRANSIT	95630000	54371		GASOLINE	-	150,000.00	-	-	BUDGETARY SAVINGS
09	PLANNING-TRANSIT	95630000	54678		LEASED TRANSPORTATION	-	300,000.00	-	-	BUDGETARY SAVINGS
09	PLANNING-TRANSIT	09021310	427161		USE OF FUND BALANCE	-	-	-	707,253.00	REPLENISH USE OF FB
TOTAL TRANSPORTATION						\$ -	\$ 707,253.00	\$ -	\$ 707,253.00	

#6nn

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

APPROVAL – BUDGETARY AMENDMENT (25A017) – PLANNING – STATE AND MUNICIPAL (SAM) FACILITIES GRANT PROGRAM – PUTNAM COUNTY VETERANS’ MUSEUM QUONSET HUT

WHEREAS, by Resolution #228 of 2024, the Putnam County Legislature approved the submission, by the Department of Planning, Development and Public Transportation, of its application for a \$50,000 grant administered through the Dormitory Authority of the State of New York (DASNY) and awarded by the SAM Facilities Grant Program; and

WHEREAS, on January 23, 2025, the Commissioner of Planning received notification of said SAM Grant award of \$50,000 for the construction of the Putnam County Veterans’ Museum at Veterans’ Memorial Park; and

WHEREAS, the project will involve the construction of a prefabricated Quonset style military hut to house the Veterans’ Museum; and

WHEREAS, the building will be outfitted with the necessary utilities and will be insulated so that it can be utilized throughout the year; and

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

RESOLVED, that the following budgetary amendment be made:

CAPITAL FUND:

Increase Appropriations:

56989000 53000 52505 Capital Exp. (SAM Grant – Veterans’) 50,000

Increase Estimated Revenues:

56989000 437897 52505 State Aid (SAM Grant – Veterans’) 50,000

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

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

cc: all
AVA

Reso

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

2025 FEB 13 PM 1:20
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: **Budgetary Amendment – 25A017**
DATE: February 12, 2025

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

CAPITAL FUND:		
INCREASE APPROPRIATIONS:		
56989000 53000 52505	CAPITAL EXPENDITURES (SAM GRANT - VETERAN'S GRANT)	\$ 50,000.00
INCREASE ESTIMATED REVENUES:		
56989000 437897 52505	STATE AID - (SAM GRANT - VETERAN'S GRANT)	\$ 50,000.00
	2025 Fiscal Impact \$ 0	
	2026 Fiscal Impact \$ 0	

Putnam County has been awarded a SAM Grant in the amount of \$50,000 for the Construction of the Veterans' Museum at Veterans' Memorial Park. The project will involve the construction of a prefabricated Quonset style military hut to house the Veterans' Museum. The building will be outfitted with the necessary utilities and will be insulated so that it can be used throughout the year.

The Veterans Service Agency plans to conduct public tours and presentations within the new facility.

PUTNAM COUNTY LEGISLATURE

Resolution #228

Introduced by Legislator: Greg Ellner on behalf of the Physical Services Committee at a Regular Meeting held on October 1, 2024.

page 1

APPROVAL - GRANT APPLICATION - STATE AND MUNICIPAL (SAM) FACILITIES GRANT PROGRAM - PUTNAM COUNTY VETERANS MUSEUM QUONSET HUT

WHEREAS, Section 5-2(E) of the Putnam County Code provides that an applicant of any grant application that does not require local Putnam County ("the County") matching funds shall notify the Putnam County Legislature ("the Legislature") of the submission of a grant application and, further, if the Legislature objects to such grant application, the applicant shall not apply for said grant; and

WHEREAS, by and through the State of New York and the Office of Assemblyman Matt Slater, the County has the opportunity to apply for a State and Municipal ("SAM") Facilities Program Grant in the amount of \$50,000 administered by the Dormitory Authority of the State of New York ("DASNY") for the construction of the Putnam County Veterans Museum Quonset Hut project in the lower portion of Veterans Memorial Park ("the Project"); and

WHEREAS, the purpose of the grant funds is to subsidize the costs associated with the Project; and

WHEREAS, there is no matching fund requirement by the County to accept the SAM Facilities grant for the Project; now therefore be it

RESOLVED, that the Legislature authorizes and approves the County's submission, by the Department of Planning, Development and Public Transportation, of its application for a \$50,000 grant administered through DASNY and awarded by the SAM Facilities Grant Program for the Project; and be it further

RESOLVED, that this resolution shall take effect immediately.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.


State of New York
ss:
County of Putnam

APPROVED

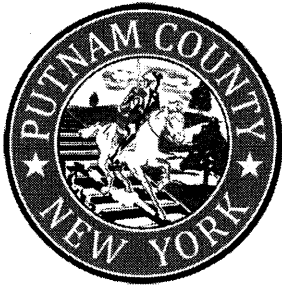
COUNTY EXECUTIVE DATE

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 October 1, 2024.

Dated: October 4, 2024

Signed: 

Diane Schonfeld
Clerk of the Legislature of Putnam County



Capital Request # 2025-006

REQUEST INFORMATION:

DEPARTMENT: Public Works

REQUESTER: Thomas Feighery, Commissioner

STATUS: _____

Description of Project or Purchase: Veterans' Museum



This project will involve the construction of a prefabricated Quonset style military hut at Putnam County Veterans Memorial Park to house the Putnam County Veterans' Museum. The building will be outfitted with the necessary utilities and will be insulated so that it can be used throughout the year.



The new building will be appropriately located within the display area where the war memorials and military equipment are currently staged.

The Veterans Service Agency plans to conduct public tours and presentations within the new facility.

Description of program impacted by capital request:

A new Veterans' Museum will pay honor to our Veterans', allow memorabilia to be displayed and provide educational opportunities to the public through tours and special events.

Capital Request: Financial Summary/Information	
FUNDING SOURCE	2025
Capital Request	\$50,000.00
COUNTY FUNDING REQUESTED	<u>\$50,000.00</u>
Notes: Pending State Funding of \$50,000. Sponsored by Assemblyman Slater CREST Grant.	



DASNY

KATHY HOCHUL
Governor

LISA GOMEZ
Chair

ROBERT J. RODRIGUEZ
President & CEO

January 23, 2025

VIA EMAIL

Barbara Barosa
Commissioner
County of Putnam
40 Gleneida Ave
Carmel, New York 10512

Re: *State and Municipalities ("SAM")
Construction of the Putnam County Veterans' Museum
Project ID: 28066*

Dear Barbara Barosa:

As you know, the State has awarded the County of Putnam ("Grantee") a State and Municipalities ("SAM") grant for the above-referenced project in the amount of \$50,000.00 (the "Grant").

This letter outlines the documentation you will need to complete and return to DASNY in order to start the Grant Administration process.

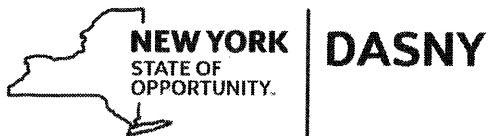
- *Please return the completed documentation electronically, as described below within thirty (30) days. **If you are not able to meet this timeframe, please send an email to callcenter@dasny.org with your requested timeline for submission.***
- *If the information is not returned in a timely manner, or documentation is incomplete, your Grant will be delayed as DASNY generally reserves the right to request updated documentation throughout the administrative process to ensure the required reviews are based on accurate information.*
- *If there are any changes to the contact information for the primary contact for your organization, the authorized officer contact information, or change in your organizational address – please email (callcenter@dasny.org).*

Please also read the attached Frequently Asked Questions (FAQs) as it relates to the following requested documents and other questions that you may have regarding the Grant Process.

ALBANY (HEADQUARTERS): 515 Broadway, Albany, NY 12207 | 518-257-3000
BUFFALO: 6047 Transit Road, Suite 103 East Amherst, NY 14051 | 716-884-9780
NEW YORK CITY: 28 Liberty Street, Fl 55, New York, NY 10005 | 212-273-5000
ROCHESTER: 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-450-8400

DORMITORY AUTHORITY STATE OF NEW YORK
WE FINANCE, DESIGN & BUILD
NEW YORK'S FUTURE.

www.dasny.org



The following documents must be completed and returned to DASNY so the required reviews can be conducted and State approvals obtained. Once the Call Center obtains the following documentation and all requested additional information, a processor will be assigned as your primary contact:

- Completed Grantee Certification signed by two (2) authorized officers;
- Completed Project Certification signed by an authorized officer;
- Evidence of Site Control;
 - o Certificate of Municipal Site Control
- Financial documentation
 - o Financial Review Checklist
 - o Financial Review Template (Tab 1 and Tab 2 of attached excel)
 - o Quotes/Estimates and/or invoices from vendors on company letterhead, or estimate provided on letterhead by licensed professional, dated within 1 year of submission. **Note:** There should be supporting documentation for each line item on budget.

Please return all of the requested documentation above, as well as a copy of this letter with the following Authorized Officer information completed:

- o Authorized Officer #1: Name: _____ Title: _____
Email: _____ Phone: _____ Ext: _____
- o Authorized Officer #2: Name: _____ Title: _____
Email: _____ Phone: _____ Ext: _____

Please note as per State policy, updated due diligence paperwork is required throughout the grant administration process. Upon the return of documentation and review by the Processor, your status will be assessed, and if needed additional documentation will be sent to you for completion. Please refer to page 2 in the FAQs for more information.

If your organization is a not-for-profit please also see the 'Prior to Final Approval' section in attached FAQs for information regarding the prequalification requirement through NY State Financial System (SFS).

Grantees are also advised that grant-funded projects are subject to the State Environmental Quality Review Act (SEQRA) and State Historic Preservation Act (SHPA). Information regarding the SEQRA and SHPA process is included in the FAQs.

Should you have any questions concerning the enclosed documentation please either call (518) 257-3177 or email callcenter@dasny.org and a member of the Call Center Team will assist.

Sincerely,

Grants Administration

GRANTEE CERTIFICATION
County of Putnam
Construction of the Putnam County Veterans' Museum
Project ID: 28066

WE HEREBY WARRANT, REPRESENT AND CERTIFY TO DASNY that:

- The County of Putnam has applied for a State and Municipalities ("SAM") Grant in the amount of \$50,000.00. This Grant will be used for the Construction of the Putnam County Veterans' Museum. We understand that the Grant funds may be used only for certain community improvement purposes as set forth in the enabling legislation.
- As Authorized Officers of the County of Putnam, we hereby certify the following in connection with the Project to be financed by the Grant:
 - No portion of the Project financed with grant proceeds shall be used for any of the following purposes: sectarian instruction or study; or as a place of devotional activities or religious worship, or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination, or the training of ministers or other similar persons in the field of religion.
 - The Project or program shall be open to all individuals eligible to avail themselves of the Project or program without regard to religious affiliation, ethnicity, race, or sexual preference.
 - The Grantee shall take affirmative steps to ensure that information regarding the Project or program is widely disseminated to the public, which information shall include a statement that the Project or program is funded in whole or in part with public funds and that the Project or program shall be open to all eligible persons without regard to religion, ethnicity, race, or sexual preference.
- All exceptions to the above statements shall be explained in detail on a separate document.
 Check here if County of Putnam is submitting additional detail in a separate document.
- We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above information in making the determination whether to award a SAM Grant to the County of Putnam.
- We have the authority to submit this certification on behalf of the County of Putnam.
- By signing these documents, I certify that I am an authorized officer for the Grantee.

Please sign and return this document to DASNY by either signing pen to paper and sending the pdf OR by typing your full name into signature line(s) below as indicated. Please return these documents to DASNY from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Authorized Officer (sign or type)

Printed Name (print or type)

Title (print or type)

Dated

Authorized Officer (sign or type)

Printed Name (print or type)

Title (print or type)

Dated

**PROJECT CERTIFICATE OF THE
County of Putnam
State and Municipalities (the "SAM")
For the Construction of the Putnam County Veterans' Museum
(Project ID: 28066)**

I, the undersigned, an Authorized Officer of County of Putnam (the "Grantee"), DO HEREBY CERTIFY that:

- All contractors and vendors retained to perform services in connection with the Construction of the Putnam County Veterans' Museum (the "Project") shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- To the extent that SAM Grant proceeds are used to reimburse the Grantee for the cost of any portion of the Project noted above, the Grantee certifies that no other external funding source, including but not limited to, State or Federal restructuring loans, State or Federal grants, or grants, loans, or other funding from any other public or private source (currently or within the last six (6) years), will be used for substantially the same Project costs at the same location as described in the Preliminary Application or Project Information Sheet provided to DASNY.
- Tax credits will not be applied to the same Project costs as Grant Proceeds, and any tax credits or prior tax-exempt bonds outstanding applied to Project or Project location have been fully disclosed to DASNY.
- If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, security cameras, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, and items will be installed, stored, or secured on property owned by and/or under the control of the Grantee; the Grantee has or will develop, implement, and maintain a usage policy for items in compliance with all State and Federal regulations or privacy laws; including use, retention, storage, or deletion of any data, images, or videos stemming from Grant funded purchase of such items if applicable.
- The Grantee has informed DASNY via the Preliminary Application, Project Information Sheet, or other correspondence if Grantee is a state related entity, or if the Project location is owned by a state related entity. Furthermore, if the status of the Grantee or Project location changes, the Grantee will inform DASNY of any changes that would impact the tax-exempt status of the Grant.
- The Grantee acknowledges that Grant proceeds cannot be utilized to pay for:
 - Deposits advance payments, or progress payments until work is completed, or goods received by Grantee;
 - to pay down long term debt;
 - internal labor costs;
 - rental or leased equipment, or equipment with an anticipated useful life of less than three (3) years;
 - stockpiled materials;
 - recurring software costs, including licensing or maintenance fees;
 - materials and/or services provided by another entity other than a licensed contractor or vendor.
- The Grantee will maintain accurate books and records through Project completion/payout of the Grant as well as for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during the Grantee's business hours upon reasonable request.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20_____.

By signing these documents, I certify that I am an authorized officer for the Grantee.

Please sign and return this document to DASNY by either signing pen to paper and sending the pdf OR by typing your full name into signature line(s) below as indicated. Please return these documents to callcenter@dasny.org from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

By (sign or type): _____

Name (print or type): _____

Title (print or type) _____

CERTIFICATE OF MUNICIPAL SITE CONTROL

We, the undersigned, an Authorized Officer of the County of Putnam and the Municipal Attorney for County of Putnam under the penalties of perjury, hereby certify, warrant, represent and confirm to the DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"), the following:

- 1) The County of Putnam is a municipal corporation constituting a county, town, city or village within the meaning of §2 of Article 1 of the General Municipal Law.
- 2) The County of Putnam has applied for a Grant and acknowledges that Grant funds may be used only for certain purposes as set forth in the Grant's enabling legislation.
- 3) The Grant Disbursement Agreement (GDA) to be entered into by and between the County of Putnam and DASNY shall require the Grantee to certify that County of Putnam has the requisite control over the Project Site.
- 4) The Grant project will be located at the following **Project Site**:

Name: *Putnam County Veterans Memorial Park*
Street Address: *330 Lieutenant Michael Neuner Ct*
Town / Village *Carmel*
County: *Putnam*

- 5) The fee title of the Project Site is owned by the Grantee (**choose one**):

Pursuant to deed identifying the Grantee as the fee owner, which deed was recorded in the Office of the Clerk of the County of _____.

Pursuant to Executive or Legislative action granting title. **Provide citation:** _____

As referenced by a copy of the most recent tax bill provided by the tax assessor's office which indicates ownership of the Project Site is vested in the Grantee, **attached hereto**.

The Project Site will be located within a right of way or easement under the jurisdiction of the Grantee.

- 6) The Grant project to be constructed, built, reconstructed and/or operated and located on the Project Site is permitted by, does not and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under any deed restriction, encumbrance, restrictive covenant, agreement, easement and/or other lien. The Grant project shall comply in all respects with any and all applicable governmental laws, rules, regulations and ordinances.

- 7) Grantee further warrants and represents:
- a. There are no actions pending or threatened which may affect title to the Project Site or which may affect Grantee's ability to complete the Grant project;
 - b. There are no judgments filed against the Grantee or any liens filed against the Project Site or any portion thereto; and
 - c. There are no facts or circumstances which could affect title to the Project Site that have not been set forth herein.
- 8) We understand and agree that it is the Grantee's responsibility to comply with all deed restrictions, restrictive covenants, encumbrances, easements and other liens and any applicable laws, rules, regulations or ordinances concerning the Project Site.
- 9) We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above representations in making the determination whether to award a Grant to the Grantee and as an inducement to enter into the Grant Disbursement Agreement (GDA).
- 10) We have the authority to submit this certification on behalf of the Grantee.

Please sign and return this document to DASNY by either signing pen to paper and sending the pdf OR by typing your full name into signature line(s) below as indicated. Please return these documents to callcenter@dasny.org from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Grantee: County of Putnam

By:
Name (sign or type): _____

Name (print or type): _____

Title: Authorized Officer

Dated: _____

By:
Name (sign or type): _____

Name (print or type): _____

Title: Municipal Attorney

Dated: _____

#600

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

APPROVAL – BUDGETARY AMENDMENT (25A018) – DPW – EAST BRANCH ROAD OVER HAVILAND HOLLOW BROOK SUPERSTRUCTURE REPLACEMENT – TOWN OF PATTERSON PIN 8763.60

WHEREAS, at the February 12, 2025, Physical Services meeting, the Committee approved Authorizing the Implementation, and Funding in the First Instance 100% of the Federal-Aid and State-Aid Eligible Costs, of a Transportation Federal-Aid and/or State-Aid Transportation Project, and Appropriating Funds Therefore for the East Branch Road over Haviland Hollow Brook Superstructure Replacement Project (BRIDGENY) PIN 8763.60; and

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (25A018) to cover Putnam County’s desire to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of preliminary engineering, right-of-way incidentals, right-of-way acquisition, construction, construction inspection and construction supervision; 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:

55197000 53000 52517 Capital Exp. (PIN 8763.60 East Branch) 611,578

Increase Estimated Revenues:

55197000 445971 52517 Federal Aid – (PIN 8763.60 East Branch) 580,999

55197000 428601 52517 Transfer In – General Fund 30,579

GENERAL FUND:

Increase Appropriations:

10990100 59020 Transfer Out – Capital Fund 30,579

Decrease Appropriations:

10199000 54980 General Contingencies 30,579

2025 Fiscal Impact - \$30,579

2026 Fiscal Impact – 0 –

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

cc: all
AVA

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 – 25A018**
DATE: February 13, 2025

2025 FEB 14 AM 11:46
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

<u>CAPITAL FUND:</u>			
<u>INCREASE APPROPRIATIONS:</u>			
55197000 53000 52517	CAPITAL EXPENDITURES (PIN 8763.60 EAST BRANCH)	\$	611,578.00
<u>INCREASE ESTIMATED REVENUES:</u>			
55197000 445971 52517	FEDERAL AID - (PIN 8763.60 EAST BRANCH)	\$	580,999.00
55197000 428601 52517	TRANSFER IN - GENERAL FUND	\$	30,579.00
<u>GENERAL FUND:</u>			
<u>INCREASE APPROPRIATIONS:</u>			
10990100 59020	TRANSFER OUT - CAPITAL FUND	\$	30,579.00
<u>DECREASE APPROPRIATIONS:</u>			
10199000 54980	GENERAL CONTINGENCIES	\$	30,579.00
	2025 Fiscal Impact \$30,579		
	2026 Fiscal Impact \$ 0		

This is a project for the East Branch Road over Haviland Hollow Brook Superstructure Replacement, Town of Patterson, Putnam County P.I.N. 8763.60 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds.

Putnam County desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of preliminary engineering, right-of-way incidentals, right-of-way acquisition, construction, construction inspection and construction supervision.

This is the budgetary amendment that's following Agenda item #12 from the Physical Services Committee meeting back on February 12, 2025.

AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID AND/OR STATE-AID TRANSPORTATION PROJECT, AND APPROPRIATING FUNDS THEREFORE.

WHEREAS, a project for the East Branch Road over Haviland Hollow Brook Superstructure Replacement, Town of Patterson, Putnam County P.I.N. 8763.60 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Putnam will design, let and construct the Project: and

WHEREAS, Putnam County desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of preliminary engineering, right-of-way incidentals, right-of-way acquisition, construction, construction inspection and construction supervision.

NOW, THEREFORE, the County Legislature, duly convened does hereby

RESOLVE, that the County Legislature hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Putnam County Legislature hereby authorizes Putnam County to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering, right-of-way incidental, right-of-way acquisition, construction, construction inspection and construction supervision work for the Project or portions thereof; and be it further

RESOLVED, that the Putnam County Legislature hereby agrees that Putnam County shall be responsible for all costs of the project which exceeds the amount of the Bridge NY Funding awarded to Putnam County; and be it further

RESOLVED, that the sum of \$611,578 is hereby appropriated and made available to cover the cost of participation in the above phase of the Project; and be it further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceed the amount appropriated above, the Putnam County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Putnam County Executive thereof; and be it further.

RESOLVED, that Putnam County hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and that the construction phase of the Project shall be completed within thirty (30) months of commencing construction; and it is further

RESOLVED, that the Putnam County Executive be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of Putnam County with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and be it further

RESOLVED, that in addition to the Putnam County Executive, the following municipal titles: Commissioner of the Department of Public Works, Deputy Commissioner of the Department of Public Works, Supervisor of Planning & Design & Commissioner of Finance are also authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement; and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and be it further

RESOLVED, this Resolution shall take effect immediately.

AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID AND/OR STATE-AID TRANSPORTATION PROJECT, AND APPROPRIATING FUNDS THEREFORE.

WHEREAS, a project for the Peekskill Hollow Road over Peekskill Hollow Creek Bridge Repairs, Town of Putnam Valley, Putnam County P.I.N. 8763.61 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Putnam will design, let and construct the Project: and

WHEREAS, Putnam County desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of preliminary engineering, right-of-way incidentals, right-of-way acquisition, construction, construction inspection and construction supervision.

NOW, THEREFORE, the County Legislature, duly convened does hereby

RESOLVE, that the County Legislature hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Putnam County Legislature hereby authorizes Putnam County to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering, right-of-way incidental, right-of-way acquisition, construction, construction inspection and construction supervision work for the Project or portions thereof; and be it further

RESOLVED, that the Putnam County Legislature hereby agrees that Putnam County shall be responsible for all costs of the project which exceeds the amount of the Bridge NY Funding awarded to Putnam County; and be it further

RESOLVED, that the sum of \$588,746 is hereby appropriated and made available to cover the cost of participation in the above phase of the Project; and be it further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceed the amount appropriated above, the Putnam County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Putnam County Executive thereof; and be it further.

RESOLVED, that Putnam County hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and that the construction phase of the Project shall be completed within thirty (30) months of commencing construction; and it is further

RESOLVED, that the Putnam County Executive be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of Putnam County with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and be it further

RESOLVED, that in addition to the Putnam County Executive, the following municipal titles: Commissioner of the Department of Public Works, Deputy Commissioner of the Department of Public Works, Supervisor of Planning & Design & Commissioner of Finance are also authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement; and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and be it further

RESOLVED, this Resolution shall take effect immediately.

#6PP

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

APPROVAL – BUDGETARY AMENDMENT (25A019) – DPW – PEEKSKILL HOLLOW ROAD OVER PEEKSKILL HOLLOW CREEK BRIDGE REPAIRS – TOWN OF PUTNAM VALLEY PIN 8763.61

WHEREAS, at the February 12, 2025, Physical Services meeting, the Committee approved Authorizing the Implementation, and Funding in the First Instance 100% of the Federal-Aid and State-Aid Eligible Costs, of a Transportation Federal-Aid and/or State-Aid Transportation Project, and Appropriating Funds Therefore for the Peekskill Hollow Road over Peekskill Hollow Creek Bridge Repair Project – Town of Putnam Valley (BRIDGENY) PIN 8763.61; and

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (25A019) to cover Putnam County’s desire to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of preliminary engineering, right-of-way incidentals, right-of-way acquisition, construction, construction inspection and construction supervision; 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:

55197000 53000 52518 Capital Exp (PIN 8763.61 Peekskill Hollow Road/Creek Bridge 588,746

Increase Estimated Revenues:

**55197000 445971 52518 Federal Aid (PIN 8763.61 Peekskill Hollow Road/Creek Bridge 559,309
55197000 428601 52518 Transfer In – General Fund 29,437**

GENERAL FUND:

Increase Appropriations:

10990100 59020 Transfer Out – Capital Fund 29,437

Decrease Appropriations:

10199000 54980 General Contingencies 29,437

**2025 Fiscal Impact - \$29,437
2026 Fiscal Impact – 0 –**

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

cc: all
ATA

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 – 25A019**
DATE: February 13, 2025

2025 FEB 14 AM 11:47
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

<u>CAPITAL FUND:</u>		
INCREASE APPROPRIATIONS:		
55197000 53000 52518	CAPITAL EXP (PIN 8763.61 PEEKSKILL HOLLOW RD/CREEK BRIDGE)	\$ 588,746.00
INCREASE ESTIMATED REVENUES:		
55197000 445971 52518	FEDERAL AID - (PIN 8763.61 PEEKSKILL HOLLOW RD/CREEK BRIDGE)	\$ 559,309.00
55197000 428601 52518	TRANSFER IN - GENERAL FUND	\$ 29,437.00
<u>GENERAL FUND:</u>		
INCREASE APPROPRIATIONS:		
10990100 59020	TRANSFER OUT - CAPITAL FUND	\$ 29,437.00
DECREASE APPROPRIATIONS:		
10199000 54980	GENERAL CONTINGENCIES	\$ 29,437.00
	2025 Fiscal Impact \$29,437	
	2026 Fiscal Impact \$ 0	

This is a project for the Peekskill Hollow Road over Peekskill Hollow Creek Bridge Repairs, Town of Putnam Valley, Putnam County P.I.N. 8763.61 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds

Putnam County desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of preliminary engineering, right-of-way incidentals, right-of-way acquisition, construction, construction inspection and construction supervision.

This is the budgetary amendment that's following Agenda item #13 from the Physical Services Committee meeting back on February 12, 2025.

AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID AND/OR STATE-AID TRANSPORTATION PROJECT, AND APPROPRIATING FUNDS THEREFORE.

WHEREAS, a project for the Peekskill Hollow Road over Peekskill Hollow Creek Bridge Repairs, Town of Putnam Valley, Putnam County P.I.N. 8763.61 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Putnam will design, let and construct the Project: and

WHEREAS, Putnam County desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of preliminary engineering, right-of-way incidentals, right-of-way acquisition, construction, construction inspection and construction supervision.

NOW, THEREFORE, the County Legislature, duly convened does hereby

RESOLVE, that the County Legislature hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Putnam County Legislature hereby authorizes Putnam County to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering, right-of-way incidental, right-of-way acquisition, construction, construction inspection and construction supervision work for the Project or portions thereof; and be it further

RESOLVED, that the Putnam County Legislature hereby agrees that Putnam County shall be responsible for all costs of the project which exceeds the amount of the Bridge NY Funding awarded to Putnam County; and be it further

RESOLVED, that the sum of \$588,746 is hereby appropriated and made available to cover the cost of participation in the above phase of the Project; and be it further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceed the amount appropriated above, the Putnam County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Putnam County Executive thereof; and be it further.

RESOLVED, that Putnam County hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and that the construction phase of the Project shall be completed within thirty (30) months of commencing construction; and it is further

RESOLVED, that the Putnam County Executive be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of Putnam County with the New York State Department of Transportation in connection with the advancement or approval of the Project an providing for the administration of the Project and the municipality's first instance funding of project costs arid permanent funding of the local share of federal aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and be it further

RESOLVED, that in addition to the Putnam County Executive, the following municipal titles: Commissioner of the Department of Public Works, Deputy Commissioner of the Department of Public Works, Supervisor of Planning & Design & Commissioner of Finance are also authorized to executive any necessary Agreements or certifications on behalf of the Municipality/Sponsor with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement; and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and be it further

RESOLVED, this Resolution shall take effect immediately.

#699

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

BUDGETARY AMENDMENT (25A020) – DEPARTMENT OF SOCIAL SERVICES – MENTAL HEALTH OASAS ABATEMENT FUNDS – SUPPORT LOSS TEAM AND PROJECT HOPE

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (25A020) to amend the 2025 Mental Health budget to include outreach and support in direct relation to the LOSS Team and Project HOPE; and

WHEREAS, efforts are crucial for fostering community resilience and providing essential support to individuals affected by suicide; and

WHEREAS, this funding would be a vital investment for mental health, supporting those in need, and fostering a community of understanding and healing; and

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

RESOLVED, that the following budgetary amendment be made:

Increase Estimated Revenues:

10431000 434983 10206 MH LGU OASAS Abatement Funds 10,600

Increase Appropriations:

10431000 54311	Printing & Forms	4,000
10431000 54410 10115	Supplies & Materials	2,000
10431000 54635	Cell Phones	600
10431000 54989	Miscellaneous	<u>4,000</u>
		10,600

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

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

cc: all
A + A

Reso



MICHAEL LEWIS
Commissioner of Finance

SHEILA BARRETT
First Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

February 13, 2025

2025 FEB 14 AM 11:48
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

Dear Ms. Schonfeld,

Pursuant to Code Section 5-1, B dated February 14, 2010, I am advising you of the following request to amend the 2025 Department of Mental Health budget.

Increase Estimated Revenues:

10431000 434983 10206 MH LGU OASAS ABATEMENT Funds \$10,600

Increase Appropriations:

10431000 54311	Printing and Forms	\$4,000
10431000 54410 10115	Supplies and Material	\$2,000
10431000 54635	Cellphones	\$ 600
10431000 54989	Miscellaneous	<u>\$4,000</u>
		\$10,600

2025 Fiscal Impact -0-
2026 Fiscal Impact -0-

This request is to amend the 2025 Department of Mental Health budget, to include outreach and support in direct relation to the LOSS team and project HOPE. Efforts are crucial for fostering community resilience and providing essential support to individuals affected by suicide. This funding, if approved, would be a vital investment for mental health, supporting those in need, and fostering a community of understanding and healing.

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

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

Date _____ Audit & Administration Committee: \$10,000.01 - \$25,000.00 **25A020**

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner



DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

January 30, 2025

TO: Michael Lewis, Commissioner of Finance

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

SUBJECT: MH 2025 Budgetary Amendment

Your approval is requested to amend the 2025 Department of Mental Health budget to include outreach and support in direct relation to the LOSS team and project HOPE. Efforts are crucial for fostering community resilience and providing essential support to individuals affected by suicide. This funding is a vital investment in mental health, supporting those in need and fostering a community of understanding and healing.

Increase Estimated Revenue:

10431000		MH LGU	
	434983	OASAS ABATEMENT FUNDS	\$10,600
	10206	OASAS ABATEMENT	
		Total Estimated Revenues	\$10,600

Increase Appropriations:

10431000		MH LGU	
	54311	PRINTING AND FORMS	\$4,000
	54410	SUPPLIES AND MAT	\$2,000
	54635	CELLPHONES	\$600
	54989	MISCELLANEOUS	\$4,000
	10206	OASAS ABATEMENT	
		Total Appropriations	\$10,600
		Fiscal Impact (25)	- 0 -
		Fiscal Impact (26)	- 0 -

Thank you for your time and consideration of this request.

cc: 

Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau
Marla Behler, Program Director Child Advocacy Center

#611

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

APPROVAL – BUDGETARY AMENDMENT (25A021) – FINANCE – LEGAL AID SOCIETY – INDIGENT LEGAL SERVICES

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (25A021) to acknowledge revenue from New York State for Indigent Legal Services for April 1, 2024 through December 31, 2024; and

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

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

25117000 54950 Legal Aid Society 592,286

Increase Revenues:

25117000 430251 State Aid – Indigent Legal Services 592,286

2025 Fiscal Impact – 0 –

2026 Fiscal Impact – 0 –

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

MICHAEL LEWIS
COMMISSIONER OF FINANCE



*cc: all
ATA*

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

Reso

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk
From: Sheila M. Barrett, First Deputy Commissioner of Finance *SMB*
Re: Budgetary Amendment - **25A021**
Date: February 14, 2025

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

General Fund:

Increase Appropriations:

25117000.54950 Legal Aid Society 592,286

Increase Revenues:

25117000.430251 State Aid - Indigent Legal Services 592,286

2025 FEB 14 PM 1:09
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Acknowledge revenue from NYS for Indigent Legal Services Fund for April 1, 2024 thru December 31, 2024.
Fiscal Impact - 2025 - \$ 0
Fiscal Impact - 2026 - \$ 0

Please forward to the appropriate committee.
Approved:

Kevin M. Byrne
County Executive

MICHAEL J. LEWIS
Commissioner Of Finance



SHEILA M. BARRETT
First Deputy Commissioner Of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

Date: February 14, 2025
To: Diane Schonfeld, Clerk to the Legislature
From: Sheila Barrett, First Deputy Commissioner of Finance

Please accept 25A021 which addresses money awarded to Putnam County on behalf of services provided by the Putnam County Legal Aid Society. The notice was not received until February 2025.

I appreciate your help in getting this transfer considered for the Audit Committee meeting on Tuesday, February 19, 2025.

Sincerely,

Sheila M. Barrett
First Deputy Commissioner of Finance

Cc: Michael Lewis
Michele Alfano-Sharkey

#655

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

APPROVAL - PUTNAM COUNTY'S REQUEST TO EXTEND THE 1% INCREASED COUNTY SALES TAX FOR AN ADDITIONAL THREE YEARS

WHEREAS, in light of the current and ongoing fiscal challenges facing Putnam County government, it is appropriate to maintain revenues by renewing the previously authorized one percent (1%) County sales tax increase; and

WHEREAS, in accordance with Chapter 113 of the Laws of 2011 and pursuant to Resolution #41 of 2011, Resolution #88 of 2013 and Resolution #38 of 2015, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of September 1, 2007, through November 30, 2017; and

WHEREAS, in accordance with Resolution #27 of 2017, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2017, through November 30, 2019, however, the State of New York subsequently extended that increase through November 30, 2020; and

WHEREAS, in accordance with Resolution #68 of 2020, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2020, through November 30, 2023; and

WHEREAS, by Resolution #46 of 2023, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2023, through November 30, 2026, however, the State of New York subsequently only extended that increase through November 30, 2025, which authorization is about to expire and needs to be renewed; and

WHEREAS, the Putnam County Executive and Putnam County Legislature further determine that as an alternative to dramatically raising real property taxes in Putnam County, it is necessary to renew the expiring one percent (1%) County sales tax increase; now therefore be it

RESOLVED, that the Putnam County Executive and Putnam County Legislature hereby support and request the introduction and passage of legislation authorizing the renewal of the expiring one percent (1 %) County sales tax increase for an additional three (3) years, that is, for the period December 1, 2025, through November 30, 2028; and be it further

RESOLVED, that the Clerk of the Putnam County Legislature is hereby directed to forward a copy of this Resolution to our State representatives in the State Legislature as well as the Governor and leadership of our State Legislature.

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



cc: all
A+A

PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE

MEMORANDUM

TO: Hon. Amy Sayegh, Chairwoman
Putnam County Legislature

CC: Diane Schonfeld, Clerk
Putnam County Legislature

The Putnam County Legislature

Michael J. Lewis
Commissioner of Finance

FROM: Kevin M. Byrne
County Executive

DATE: January 16, 2025

RE: Sales Tax Extension

2025 JAN 16 PM 12:07
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Please let this memorandum serve as the Administration's request that the Legislature consider renewing and extending the County's longstanding practice of collecting an additional one percent to the County's sale tax rate, which is set to expire on November 30, 2025.

While this provision enables Putnam County to collect 4% instead of 3% (an additional 1% on individual purchases), it is worth noting that it accounts for 25% of all sales tax collected. For example, if not extended in 2023, a year in which Putnam County collected more than \$88 million in sales tax, that 1% represented approximately \$22 million.

In recent years, in part due to sales tax collections received with the existing rate, Putnam County has been able to cut its property tax levy and lower its property tax rate substantially, while also making sales tax fairer and less regressive through opting into an exemption on clothing and footwear under \$110. All of these accomplishments would be jeopardized if Putnam County failed to extend its existing rate.

If not extended, the revenue loss to Putnam County would also jeopardize the delivery of critical public services and massively interfere with needed capital investments approved by the Legislature and Executive in the County's 6- Year Capital Plan.

Therefore, I respectfully request that the Legislature consider advancing this measure as soon as feasible in order to allow for the necessary steps to be taken required for State legislative action in connection with this extension.

Please see attached the proposed draft resolution, which has been approved by the Law Department for the Legislature's review and consideration.

RESOLUTION

APPROVAL/PUTNAM COUNTY'S REQUEST TO EXTEND THE 1% INCREASED COUNTY SALES TAX FOR AN ADDITIONAL THREE YEARS

WHEREAS, in light of the current and ongoing fiscal challenges facing Putnam County government, it is appropriate to maintain revenues by renewing the previously authorized one percent (1%) County sales tax increase; and

WHEREAS, in accordance with Chapter 113 of the Laws of 2011 and pursuant to Resolution #41 of 2011, Resolution #88 of 2013 and Resolution #38 of 2015, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of September 1, 2007, through November 30, 2017; and

WHEREAS, in accordance with Resolution #27 of 2017, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2017, through November 30, 2019, however, the State of New York subsequently extended that increase through November 30, 2020; and

WHEREAS, in accordance with Resolution #68 of 2020, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2020, through November 30, 2023; and

WHEREAS, by Resolution #46 of 2023, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2023, through November 30, 2026, however, the State of New York subsequently only extended that increase through November 30, 2025, which authorization is about to expire and needs to be renewed; and

WHEREAS, the Putnam County Executive and Putnam County Legislature further determine that as an alternative to dramatically raising real property taxes in Putnam County, it is necessary to renew the expiring one percent (1%) County sales tax increase; now therefore be it

RESOLVED, that the Putnam County Executive and Putnam County Legislature hereby support and request the introduction and passage of legislation authorizing the renewal of the expiring one percent (1 %) County sales tax increase for an additional three (3) years, that is, for the period December 1, 2025, through November 30, 2028; and be it further

RESOLVED, that the Clerk of the Putnam County Legislature is hereby directed to forward a copy of this Resolution to our State representatives in the State Legislature as well as the Governor and leadership of our State Legislature.

6tt

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

APPROVAL – DSS – AUTHORIZATION TO ESTABLISH A YOUTH BUREAU PETTY CASH ACCOUNT

WHEREAS, the Commissioner of Social Services, Mental Health & Youth Bureau has requested the establishment of a \$200 petty cash fund which will be used to pay for program supplies for Youth Bureau events; and

WHEREAS, these items will be for balloons, decorations, and food items to be purchased for the day of the special event particularly when a voucher or purchase order is not accepted, or time does not allow; and

WHEREAS, the Commissioner of Finance has approved this request; and

WHEREAS, the Audit & Administration Committee has considered and approved this request; now therefore be it

RESOLVED, that the Putnam County Legislature authorizes the Putnam County Commissioner of Finance to establish a \$200 petty cash fund for the Youth Bureau office to pay for program supplies for Youth Bureau events particularly when a voucher or purchase order is not accepted, or time does not allow.

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

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner



cc: all
ATA

DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

February 4, 2025

TO: Michael Lewis, Commissioner of Finance

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

SUBJECT: Request for Approval to Establish a Youth Bureau Petty Cash Fund

I am respectfully requesting \$200 to establish a Youth Bureau Petty Cash Fund, which will be used to pay for program supplies for Youth Bureau events. These items will be for balloons, decorations, and food items to be purchased for the day of the special event particularly when a voucher or purchase order is not accepted, or time does not allow.

Thank you for your time and consideration of this request.

cc: Janeen Cunningham, Youth Bureau Director
Nicolle McGuire, Deputy Commissioner of Social Services and Youth Bureau
Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau

2025 FEB 12 PM 3:53
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

#644

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

APPROVAL/PUTNAM COUNTY TO SERVE AS SPONSOR/ FY2022 EPA STAG GRANT FUNDING/ HUDSON VALLEY SHAKESPEARE

WHEREAS, in 2021, County Executive Mary Ellen Odell agreed that the County of Putnam would serve as project sponsor for the Hudson Valley Shakespeare for a shovel-ready, capital nonpoint source pollution control project that has received \$3.5 million dollars in funding from the Environmental Protection Agency's STAG program for riparian and watershed ecological restoration in Putnam County; and

WHEREAS, Section 5-1(D)(1) of the Putnam County Code requires the Legislature to approve all grant applications prior to their submission and 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, Putnam County prides itself on being a community that preserves and protects its natural resources; and

WHEREAS, there would be no fiscal impact to the County; and

WHEREAS, Putnam County is an active partner with local municipalities, not-for-profit organizations with organizations and other arts and cultural groups; now therefore be it

RESOLVED, that Putnam County is hereby authorized and directed to file a grant application for FY22 EPA STAG funds in the amount of \$3.5 million dollars for a Riparian and Watershed Ecological Restoration project for Hudson Valley Shakespeare; and be it further

RESOLVED, Putnam County is further authorized to accept such funding and directed to enter into and execute any agreement required for such financial assistance for Hudson Shakespeare Festival to utilize said funds in Garrison, New York; and be it further

RESOLVED, that the County Executive, together with the County Legislature, supports and ratifies the County's application for funding and pass-through agreement that will be submitted for Hudson Valley Shakespeare's FY22 EPA STAG grant funding; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.

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



PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE

MEMORANDUM

TO: Hon. Amy Sayegh, Chair
Putnam County Legislature

CC: Diane Schonfeld, Clerk
Putnam County Legislature

Barbara Barosa
Commissioner of Planning, Development & Public Transportation

FROM: Kevin M. Byrne
County Executive

DATE: February 14, 2025

RE: Letter of Necessity - Request for Resolution to be Placed on Next Appropriate
Committee Agenda (February 19, 2025)

2025 FEB 14 PM 3:02
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

I respectfully request that you consider placing the attached resolution on the next appropriate Legislative Committee on February 19, 2025.

The resolution would permit the County to apply for funding and enter into a pass-through agreement for Hudson Valley Shakespeare's FY22 Environmental Protection Agency STAG grant funding for riparian and watershed restoration.

In 2021, County Executive Odell agreed to have Putnam County serve the project sponsor, and the passage of this resolution would formalize the commitment that the County has made to Hudson Valley Shakespeare and the U.S. Government.

Thank you for your consideration of this request for immediate consideration.

Enclosure: Resolution for Putnam County to Serve as Sponsor/ FY 2022 EPA STAG Grant
Funding/Hudson Valley Shakespeare

2021 Letter from County Executive Odell to Congressman Maloney Agreeing to
Serve as Project Sponsor

APPROVAL/PUTNAM COUNTY TO SERVE AS SPONSOR/ FY2022 EPA STAG GRANT FUNDING/ HUDSON VALLEY SHAKESPEARE

WHEREAS, in 2021, County Executive Mary Ellen Odell agreed that the County of Putnam would serve as project sponsor for the Hudson Valley Shakespeare for a shovel-ready, capital nonpoint source pollution control project that has received \$3.5 million dollars in funding from the Environmental Protection Agency's STAG program for riparian and watershed ecological restoration in Putnam County; and

WHEREAS, Section 5-1(D)(1) of the Putnam County Code requires the Legislature to approve all grant applications prior to their submission and 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, Putnam County prides itself on being a community that preserves and protects its natural resources; and

WHEREAS, there would be no fiscal impact to the County; and

WHEREAS, Putnam County is an active partner with local municipalities, not-for-profit organizations with organizations and other arts and cultural groups; now therefore be it

RESOLVED, that Putnam County is hereby authorized and directed to file a grant application for FY22 EPA STAG funds in the amount of \$3.5 million dollars for a Riparian and Watershed Ecological Restoration project for Hudson Valley Shakespeare; and be it further

RESOLVED, Putnam County is further authorized to accept such funding and directed to enter into and execute any agreement required for such financial assistance for Hudson Shakespeare Festival to utilize said funds in Garrison, New York; and be it further

RESOLVED, that the County Executive, together with the County Legislature, supports and ratifies the County's application for funding and pass-through agreement that will be submitted for Hudson Valley Shakespeare's FY22 EPA STAG grant funding; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.

Earmark - Transit Hub

PUTNAM COUNTY EXECUTIVE

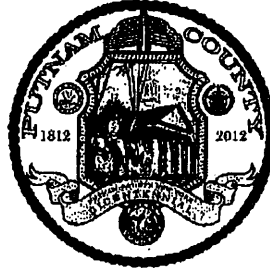
MaryEllen Odell
County Executive

40 Gleneida Avenue
Carmel, New York 10512
(845) 808-1001 Fax (845) 808-1901
www.putnamcountyny.gov

Thomas Feighery
Deputy County Executive

Patricia Simone
Chief of Staff

Theresa Oliver
Confidential Secretary



April 27, 2021

Congressman Sean Patrick Maloney
123 Grand Street 2nd Floor
Newburgh, Ny 12550

Sent Via E-mail: ERNEST.KLEPEIS@MAIL.HOUSE.GOV

Dear Hon. Sean Patrick Maloney

This letter should serve to confirm that the County of Putnam is prepared and willing to serve as the project sponsor for the Riparian and Watershed Ecological Restoration Project in Garrison, NY. This project is a shovel-ready, capital nonpoint source pollution control project within the Environmental Protection Agency's STAG program to restore and protect more than 100 acres of riparian and watershed land in Putnam County.

If you have any questions or need any assistance, please do not hesitate to contact Sandra Fusco, Commissioner of the Putnam County Planning, Development and Public Transportation Department at (845) 878-3480 X48103 or Email Sandra.Fusco@putnamcountyny.gov

Sincerely,

MaryEllen Odell
Putnam County Executive

Cc: Sandra Fusco, Commission
Putnam County Planning, Development and Public Transportation Department

#600

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

APPROVAL - AUTHORIZING THE FILING OF AN APPLICATION FOR A STATE ASSISTANCE FROM THE HOUSEHOLD HAZARDOUS WASTE (HHW) STATE ASSISTANCE PROGRAM AND SIGNING OF THE ASSOCIATED STATE MASTER GRANT CONTRACT, UNDER THE APPROPRIATE LAWS OF NEW YORK STATE

WHEREAS, the State of New York provides financial aid for household hazardous waste programs; and

WHEREAS, Putnam County, herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid;

NOW THEREFORE BE IT RESOLVED by the Putnam County Legislature

- 1. That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.**
- 2. That the Commissioner of Health or his/her designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application, to sign the resulting contract if said application is approved by the STATE; and to provide such additional information as may be required.**
- 3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the State for share of such costs as indicated in the contract.**
- 4. That two (2) certified copies of this Resolution be prepared and sent to the New York State Department of Environmental Conservation together with a complete application.**
- 5. That this resolution shall take effect immediately.**

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

MICHAEL J. NESHEIWAT, MD
INTERIM COMMISSIONER OF HEALTH



*cc: all
A+A*

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

To: Diane Schonfield
From: Michael Nesheiwat, M.D., Interim Commissioner of Health
cc: Kevin Byrne, County Executive
Subject: *Household Hazardous Waste*
~~Reappointment of Member of the Board of Health~~
Date: 2/14/2025

2025 FEB 14 PM 4:49
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

The Department is in the process of preparing the request for NYS Department of Environmental Conservation (NYSDEC) for the Household Hazardous Waste (HHW) Collection Events to be held in 2025. The application requires that a Legislative Resolution be passed and submitted with the request. This matter is time sensitive as the event must be approved by the DEC prior to the submission of the grant application to adhere to regulations and that application needs to be submitted by February 28, 2025.

Attached please find the sample resolution and the certificate of recording officer, with the specific language required for this purpose. Also attached is a copy of a resolution from a previous year for reference.

The department requests that this item be placed on the agenda for the next legislative meeting.

Thank you.

cc: Savannah Usher, MPH
Solid Waste Manager

Handwritten signature of Michael J. Nesheiwat, MD.

Enclosed: Samples of previous years

PUTNAM COUNTY LEGISLATURE

Resolution #113

Introduced by Legislator: Joseph Castellano on behalf of the Audit & Administration Committee at a Regular Meeting held on May 7, 2024.

page 1

APPROVAL/ AUTHORIZING THE FILING OF AN APPLICATION FOR A STATE ASSISTANCE FROM THE HOUSEHOLD HAZARDOUS WASTE (HHW) STATE ASSISTANCE PROGRAM AND SIGNING OF THE ASSOCIATED STATE MASTER GRANT CONTRACT, UNDER THE APPROPRIATE LAWS OF NEW YORK STATE

WHEREAS, the State of New York provides financial aid for household hazardous waste programs; and

WHEREAS, Putnam County, herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid;

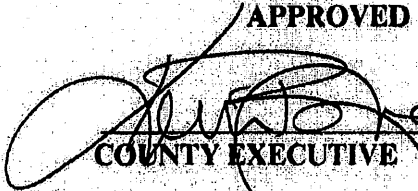
NOW THEREFORE BE IT RESOLVED by the Putnam County Legislature

1. That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.
2. That the Commissioner of Health or his/her designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application, to sign the resulting contract if said application is approved by the STATE; and to provide such additional information as may be required.
3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the State for share of such costs as indicated in the contract.
4. That two (2) certified copies of this Resolution be prepared and sent to the New York State Department of Environmental Conservation together with a complete application.
5. That this resolution shall take effect immediately.

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

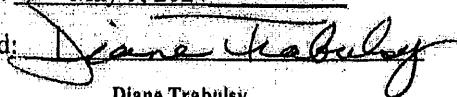
State of New York
County of Putnam

ss:

APPROVED

COUNTY EXECUTIVE
5/16/24
DATE

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on May 7, 2024.

Dated: May 9, 2024

Signed: 

Diane Trabulsy
Deputy Clerk of the Legislature of Putnam County

#7a

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

**APPROVAL - AMENDED TAX COLLECTOR WARRANT – TOWN OF PUTNAM VALLEY -
ENTER INTO 2024 BOOK OF PROCEEDINGS**

WHEREAS, by Resolution #373 of 2024, the Putnam County Legislature approved Tax Collector Warrants for the Towns of Carmel, Kent, Patterson, Philipstown, Putnam Valley and Southeast to be entered into the 2024 Book of Proceedings for the Putnam County Legislature; and

WHEREAS, the Amended Tax Collector Warrant (see attached) has been received for the Town of Putnam Valley and signed by the Chairman and the Clerk of the Putnam County Legislature; now therefore be it

RESOLVED, that the Amended Tax Collector Warrant (see attached) for the Town of Putnam Valley is hereby entered into the 2024 Book of Proceedings for the Putnam County Legislature.

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

2025 COLLECTOR'S WARRANT

STATE OF NEW YORK }

SS:

COUNTY OF PUTNAM }

TO: MICHELLE STEPHENS

RECEIVER OF TAXES, **PUTNAM VALLEY**, COUNTY OF PUTNAM

YOU ARE HEREBY CHARGED WITH THE TOTAL AMOUNT OF \$19,947,008.06,

LEVIED ON THE TAX ROLL, HERETO ANNEXED, AND ARE AUTHORIZED AND DIRECTED TO COLLECT, NOT LATER THAN APRIL 1ST, 2025, FROM SEVERAL PERSONS AND CORPORATIONS THEREIN NAMED, THE AMOUNTS LISTED OPPOSITE THEIR RESPECTIVE NAMES, TOGETHER WITH ANY INTEREST THEREON PERSCRIBED BY LAW.

YOU ARE AUTHORIZED TO ENFORCE THE COLLECTION OF ANY TAXES REMAINING UNPAID AFTER THE THIRTY FIRST DAY OF JANUARY, AS PROVIDED IN SECTION 926 OF THE REAL PROPERTY TAX LAW, AND FOR SO DOING THIS SHALL BE YOUR WARRANT.

YOU ARE DIRECTED TO PAY TAXES COLLECTED, NOT LATER THAN ONE WEEK FROM THE DATE OF EXPIRATION OF THIS WARRANT, OR PURSUANT TO SECTION 37(1) OF THE TOWN LAW AS FOLLOWS:

TO THE SUPERVISOR:	\$12,408,138.38
TO THE COMMISSIONER OF FINANCE:	\$7,538,869.68
BALANCE OF TAXES COLLECTED:	\$19,947,008.06

GIVEN UNDER OUR HAND AND SEAL OF THE PUTNAM COUNTY LEGISLATURE THIS 4TH DAY OF March, 2025.

CHAIR, COUNTY LEGISLATURE

CLERK, COUNTY LEGISLATURE

**TOWN OF PUTNAM VALLEY
2025 TAX WARRANT TO MICHELLE STEPHENS**

3688491.21
Comptroller
Report

TO SUPERVISOR :			
	GENERAL FUND (GF - Pro Rata/OT)		3,896,330.15
	HIGHWAY		4,872,500.00
	TOWN PRO-RATA/OT TAX		7,884.85
	SURPLUS/SHORTAGE		(0.84)
TOTAL:			8,776,714.16
TO DISTRICTS :			
	PUTNAMCHASE DRAINAGE	DD006	1,621.00
	STRAWBERRY KNOLLS DRAINAGE	DD008	3,621.00
	EMERALD RIDGE DRAINAGE	DD009	1,621.00
	TIMBERLINE DRAINAGE	DD015	1,621.04
	PUTNAM VALLEY FIRE PROTECTION # 1	FD014	1,584,128.99
	LAKE PEEKSKILL IMPROVEMENT	IP001	1,068,449.76
	ABELE PARK IMPROVEMENT	IP002	75,245.02
	CAMP LOOKOUT IMPROVEMENT	IP003	68,895.02
	HILLTOP IMPROVEMENT	IP004	52,380.04
	ROARING BROOK IMPROVEMENT	IP005	299,235.04
	WILDWOOD KNOLLS IMPROVEMENT	IP006	52,849.97
	BROOKDALE GARDENS IMPROVEMENT	IP007	17,600.00
	GLENMAR GARDENS IMPROVEMENT	IP008	55,414.99
	LAKE OSCAWANA TIER # 1	IP009	56,480.03
	LAKE OSCAWANA TIER # 2	IP010	11,617.92
	LAKE OSCAWANA TIER # 3	IP011	75,345.24
	LAKE OSCAWANA TIER # 1A	IP012	1,975.95
	CONTINENTAL VILLAGE PARK	PK004	34,422.00
	NORTHVIEW PARK	PK005	10,590.04
	BARGER POND PARK	PK009	7,575.95
	PUTNAM ACRES PARK	PK013	1,785.96
	PUTNAM VALLEY SEWER	SW018	113,834.94
	MILL POND WATER	WD030	22,185.10
	Millpond UNPAID WATER	UMW05	12,928.22
TOTAL:			3,631,424.22
TOTAL TO TOWN SUPERVISOR:			12,408,138.38
TO COMMISSIONER OF FINANCE :			
	TOWN SHARE OF COUNTY BUDGET (TS - ProRata/OT)		5,460,102.60
	COUNTY PRO-RATA TAX/OT		5,059.33
	RELEVIED SCHOOL TAX 2024/2025		2,005,247.32
	RELEVIED SCHOOL TAX 2023/2024 PARTIAL PAYMENT		68,461.29
	SURPLUS/SHORTAGE		(0.86)
TOTAL TO COMMISSIONER OF FINANCE:			7,538,869.68
TOTAL WARRANT:			19,947,008.06
TOTAL GENERATED FROM RPS:			19,947,008.06
Difference:			0.00

8,768,830.15

8,484.04
1,584,128.99

1,835,489.0

54,373.95
113,834.94
22,185.10

5,465,161.93
5,059.33
2,073,708.61

7b

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

**APPROVAL – PUTNAM COUNTY LEGISLATURE – RETAINER OF ABRAMS FENSTERMAN
LLP – MOTION TO INTERVENE IN ACTION TITLED FIRRIOLO V. KEVIN BYRNE ET AL,
INDEX #500316/2025**

**WHEREAS, Firriolo Law Office P.L.L.C. and Robert P. Firriolo commenced an
action on February 11, 2025 in the Putnam County Supreme Court in which an Order to
Show Cause was filed and signed by the Court on February 13, 2025 and**

**WHEREAS, the above referenced action sought the continuation of Petitioner
representing the Legislature; and**

**WHEREAS, the Putnam County Legislature was not named as a party in the
aforementioned action; and**

**WHEREAS, the Putnam County Legislature is desirous of intervening in said
action so as to ensure that its interests are protected, and to ensure that it has the
authority to engage counsel of its choosing in the future; and**

**WHEREAS, the Putnam County Legislature wishes to retain counsel for the
purposes of taking whatever action(s) may be necessary to effectuate the
aforementioned intervention; now therefore be it**

**RESOLVED, that the Putnam County Legislature authorizes the retainer of Abrams
Fensterman LLP for the purposes of filing a Motion to Intervene in the action titled
Firriolo V Kevin Byrne et al, Index # 500316/2025 which was commenced in the Putnam
County Supreme Court, and for the further purposes of representing its interests in said
action; and be it further**

**RESOLVED, that the Putnam County Legislature hereby authorizes Abrams
Fensterman LLP to take whatever steps may be necessary and to file whatever legal
process may be required to intervene in the above action.**

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