

THE PUTNAM COUNTY LEGISLATURE

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

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



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

AGENDA

PHYSICAL SERVICES COMMITTEE

TO BE HELD IN ROOM 318

PUTNAM COUNTY OFFICE BUILDING

CARMEL, NEW YORK 10512

(Chairman Ellner and Legislators Crowley & Jonke)

**Monday**

**May 19, 2025**

(Physical Svcs. & Health Meetings to Follow the 6:00p.m. Special Full Meeting)

1. Pledge of Allegiance
2. Roll Call
3. Acceptance/ Physical Services Meeting Minutes/ March 18, 2025
4. Approval/ Inter-Municipal Shared Services Agreement with The Towns: Kent, Carmel, Patterson, Philipstown, Putnam Valley, Southeast and Villages: Brewster, Cold Spring and Nelsonville, For Sharing Highway Related Resources/ Commissioner of Department of Public Works Thomas Feighery
5. Approval/ Agreement with State of New York For Snow & Ice Removal – Five Year Extension/ Commissioner of Department of Public Works Thomas Feighery
6. Approval/ Budgetary Amendment 25A035/ Close Out FEMA Projects/ Capital Fund Used to Address Work on Various County Roads After Flood Damage Caused by July 9, 2023 Storm/ Commissioner of Finance Michael Lewis
7. Approval/ Grant Application for Farmland Protection County Planning Grant Through NYS Department of Agriculture and Markets to Update the 2004 Putnam County Agricultural & Farmland Protection Plan/ Commissioner, Planning Development & Public Transportation Barbara Barosa

- 8. Approval/ Department Public Works/ Budgetary Amendment 25A042/ Capital Project 52511 – Myrtle Ave @ Rte 6N Garage Road Repair/ Commissioner Department of Public Works Thomas Feighery**
- 9. Approval/ Department Public Works/ Budgetary Amendment 25A043/ Additional Funding to Support the Continuation of Capital Projects 5210 - Youth Bureau Reallocation/ Commissioner Department of Public Works Thomas Feighery**
- 10. Approval/ Department Public Works/ Budgetary Amendment 25A044/ Operations & Maintenance (O&M) Costs for Future Repairs, et al for the Waste Water Treatment Plant/ Commissioner Department of Public Works Thomas Feighery**
- 11. Approval/ Soil & Water Conservation District/ Budgetary Amendment 25A045/ Soil & Water Part C Funding for a Summer Intern/ Soil & Water District Manager Neal Tomann**
- 12. Approval/ Department Public Works/ 19CP06 – Architectural & Engineering Services/ Commissioner Department of Public Works Thomas Feighery**
- 13. Approval/ Department Public Works/ 25CP03 – Board of Elections Security Gate/ Commissioner Department of Public Works Thomas Feighery**
- 14. Approval/ Department Public Works/ 25CP04 – Chapel Improvements/ Commissioner Department of Public Works Thomas Feighery**
- 15. Other Business**
- 16. Adjournment**

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**PHYSICAL SERVICES COMMITTEE MEETING**  
**40 Gleneida Avenue Room #318**  
**Carmel, NY 10512**

**Committee Members: Chairman Ellner, Legislators Crowley & Jonke**

**Tuesday**

**March 18, 2025**

The meeting was called to order at 6:53p.m. by Chairman Ellner and stated that Legislator Addonizio would be sitting as a Committee Member for this meeting in place of Legislator Jonke. He requested that Legislator Addonizio lead in the Pledge of Allegiance. Upon roll call, Legislators Crowley, Chairman Ellner were present. Legislator Jonke was absent, and Legislator Addonizio served as a member of the Committee for this meeting.

**Item #3 - Acceptance/ Physical Services Meeting Minutes/ December 16, 2024, January 27 & February 12, 2025**

Chairman Ellner stated the minutes were accepted as submitted.

**Item #4 - Approval/ Budgetary Transfer 25T062/ Close out Various Capital Projects and Transfer to the Capital Project Reserve Budget or use on Future Projects/ Commissioner Department of Public Works Thomas Feighery**

Chairman Ellner stated Commissioner of Department of Public Works (DPW) Feighery was present to address this item.

Commissioner DPW Thomas Feighery stated this is funding going back into the County's Capital Project Reserve Budget. He stated thanks to the skilled work force of the County and collaborative efforts, we have saved the County a lot of money. He gave a big thanks to the DPW staff. He stated also some local contractors, who are on the "On Call" list, served as a benefit. He stated the funds saved will be put towards other work that needs to be done.

Chairman Ellner complimented Commissioner Feighery and his crew as they saved the County over \$307,000 from a total of four (4) Capital Projects that have been completed.

Chairman Ellner made a motion to Approve Budgetary Transfer 25T062/ Close out Various Capital Projects and Transfer to the Capital Project Reserve Budget or use on Future Projects; Seconded by Legislator Addonizio. All in favor.

**Item #5 - Approval/ Budgetary Amendment 25A023/ NYS DOT Urban Master Agreement Contract K007559- Modernization and Enhancement Program (MEP) for Public Transit Funding/ Commissioner Planning, Development and Public Transportation Barbara Barosa**

Chairman Ellner stated Commissioner Planning, Development and Public Transportation Barosa was present to speak to this item.

Commissioner Planning, Development and Public Transportation Barbara Barosa stated this is funding that was received after the Legislature gave approval in December of 2024 to execute this contract. She stated this is a request to bring the funding into the County Budget. She stated the Modernization and Enhancement Program (MEP) funding is new, and will 100% fund five (5) different projects.

Chairman Ellner stated this is additional funding to the County in the amount of \$551,037.00.

Legislator Crowley complimented Commissioner Barosa on the great job she does and in addition to her success in bringing funds into the County to offset costs.

Chairman Ellner stated he saw on the Schedule A the year 2028, he requested clarification on that.

Commissioner Planning, Development and Public Transportation Barbara Barosa stated the County has until 2028 to spend the funds. She clarified if that does not happen a request for extension may be done.

Legislator Sayegh questioned what types of projects the funding can be spent on.

Commissioner Planning, Development and Public Transportation Barbara Barosa stated the MEP Grant program is from New York State and it is 100% funding. She stated it must be allocated to public transit to modernize or enhance it.

Legislator Sayegh questioned the project listed, Bus Electrification. She stated the County does not have electric buses.

Commissioner Planning, Development and Public Transportation Barbara Barosa stated that is funding to build charging stations.

Chairman Ellner made a motion to Approve Budgetary Amendment 25A023/ NYS DOT Urban Master Agreement Contract K007559- Modernization and Enhancement Program (MEP) for Public Transit Funding; Seconded by Legislator Crowley. All in favor.

**Item #6 - Approval/ Budgetary Amendment 25A024/ Release of Soil & Water Conservation District Part "C" Funds for: Education and Outreach Initiatives, A Culvert Inspection Camera and Annual Contribution to Soil & Water Salary/ Neal Tomann, PC Soil & Water District**

Chairman Ellner requested Neal Tomann of Putnam County Soil & Water District to speak to this item.



Neal Tomann of Putnam County Soil & Water District began by explaining what the Part C money is for. He stated S&W has yearly performance measures that must be met, through education and outreach and different projects. He stated if all the performance measures are met the County will receive funding. He stated the Part C funding is relatively flexible in terms of how it can be used. He stated the funds being discussed and being drawn from with this budgetary amendment would come from Part C. He stated the funds go to the S&W Board and then come to the Legislature for a second approval. He stated the \$20,000 to go toward salary is an allowable use and he believes it has been done for the past two (2) years. He stated \$8,000 was originally approved for the seedling sale. He explained in the past the funding came from the County's general fund in the amount of \$5,000. He stated the projection was that the price due to the increase in price of everything should be increased to \$8,000. He stated he discussed this with Commissioner Feighery and stated he believed taking the funding for the seedling sale made more sense to take the funds from Part C. He stated the obstacle was the timing, so it was decided this year they would leave the \$8,000 for the Soil & Water- Education & Training. He stated throughout the year there are five (5) opportunities for education and outreach: S&W Sale, a seminar in the Town of Kent for NYS Federation of Lake Associations, two (2) days of Putnam County Community Day in July, and then in September there is a Safety Day sponsored by DPW. He stated the hope is to work with Cornell and incorporate some type of seedling sale at the County's Community Day event and address Lake Protection also, which works well with the right plantings that go around lakes. He stated there are thousands of people who attend that event. He stated those are the plans for the \$8,000 and its use in supporting education and outreach. He spoke to the \$15,000.00 for S&W Other Equipment. He stated that is for a special Camera that would be used in support of the MS4 requirements that the County must adhere to. He stated as an example of the use of the inspection camera the County needs to show where all the culverts are, what are there conditions and where are the interconnections. He explained the interconnections are the connections between the County's MS4 and the local MS4.

Chairman Ellner questioned if the Camera could be lent out to the other municipalities for their use.

Neal Tomann of Putnam County Soil & Water District stated it will be. He stated last year a mower was purchased with the S&W money, that is part of justifying buying equipment. He stated the equipment becomes part of a Inter Municipal Agreement (IMA). He stated if another Town uses the County's Equipment to get their MS4 program together, then the County gets credit for it also.

Legislator Montgomery questioned if there are IMAs in place.

Commissioner DPW Feighery stated there are currently IMAs in place and he is working with the County Law Department on consolidating the process.

Neal Tomann of Putnam County Soil & Water District stated they also make sure whoever requests to borrow equipment that they have proper insurance and proper instructions and training.

Commissioner DPW Feighery stated in some cases the County will send their own operators.

He explained that is also the case if the County borrows equipment from the Towns.

Legislator Montgomery stated she is uneasy about releasing the \$8,000 Education & Training since there is not a definitive answer to what it will be used for.

Neal Tomann of Putnam County Soil & Water District stated he wishes they had more time. He stated he would like to work with Cornell Cooperative and have literature and use that at different events, again such as the Community Day. He stated the foot traffic is great. He spoke to last year's event. He stated he would like to work on improving their booth attracting more people to it. He stated he believes working with Cornell Cooperative would help with that. He continued to speak to the plan. He stated they need to improve their promotional materials.

Legislator Montgomery stated if she were a member of this committee, she would make a motion to remove the \$8,000 until further information is given on what it will be used for.

Legislator Sayegh questioned if homeowners can use the equipment purchased by the Part C S&W funds.

Neal Tomann of Putnam County Soil & Water District stated that has been discussed, he stated again the County's liability would need to be protected.

Legislator Montgomery stated she believes that is a slippery slope. She stated that she would love to see that, but a policy would need to be in place.

Legislator Sayegh stated a private landowner can apply for S&W funding.

Neal Tomann of Putnam County Soil & Water District stated that is correct. He stated applications are made to the S&W Board requesting Part C funding for projects. He stated the Board reviews all applications and they determine whether funding will be issued. He stated Part C money affords flexibility.

Chairman Ellner questioned Deputy County Attorney Lowell Seigel what is the proper procedure to remove the \$8,000.

Deputy County Attorney Lowell Seigel stated he does not believe the Law Department has a posture on that. He stated if the Committee would like, he can follow up with his office to make a further determination.

Chairman Ellner stated he agreed with Legislator Montgomery and more specifics are needed on the use of the \$8,000.

Resident of Brewster, Andrew Jarret, stated he is shocked that there is \$20,000 going towards salary. He stated that is a decent pay raise.

Chairman Ellner stated that is not a pay raise, it off-sets a salary amount.

Resident of Brewster, Andrew Jarret, questioned if there are guidelines for the use of Part C money. He explained his question relates to the comment made that application can be made to the S&W Board seeking funding for projects.

Neal Tomann of Putnam County Soil & Water District stated applications are reviewed by the S&W Board, and then he needs to send them to his Supervisor at the Agriculture and Markets for review to see if they believe the project will benefit the program.

Chairman Ellner facilitated further dialogue with Resident of Brewster, Andrew Jarret and the members of the Physical Services Committee and the Legislature regarding the process to apply for request of use of S&W funds and what the parameters are.

Resident of Pawling, employed in Patterson, Cassandra Roth stated there seems to be confusion around the Part C funds. She questioned if there is anyone who could speak to what it is per the State Agriculture & Markets Law.

Neal Tomann of Putnam County Soil & Water District stated Part C money goes towards projects that may not be eligible for funding from other sources. He spoke to some examples from past cases. He stated the project needs to be a soil and water related project.

Resident of Pawling, employed in Patterson, Cassandra Roth stated in the Agricultural and Markets, states the Part C money is specifically for Soil and Water. She stated her disagreement with using a portion of the Part C money to offset a salary. She read an excerpt from Agriculture and Markets which is the goal. She expressed her disagreement with some of the proposed uses of the Part C money that is before this Committee for consideration.

Resident Patterson, Dan Honovich, spoke to a visit that had occurred, and stated Part C money was never mentioned to him as being a possible revenue source. He concluded by offering to help in any way to better the community, better his land and the community's land.

Chairman Ellner recommended that Mr. Honovich attend the S&W Meetings, they meet once a month, usually the last Wednesday of the month. He stated if you cannot be in person at the meeting, you can attend remotely and consider submitting an application for consideration of Part C funding.

Legislator Montgomery questioned if the application to apply for Part C funding can be added to the Putnam County website.

Resident of Pawling, employed in Patterson, Cassandra Roth questioned what Neal Toman's title is.

Neal Tomann of Putnam County Soil & Water District stated currently his title is Interim Director of Soil and Water.

Legislator Sayegh stated she has served as the Legislative liaison on the Soil and Water Board in the past. She stated they have had an application process and evaluated projects. She stated the

S&W Board did get funds designated to the Great Swamp project in Patterson. She stated that it was her understanding also about landowners having the option to apply for Part C funds to assist in funding MS4 projects. She stated water affects everyone and that is the purpose of the S&W funding.

Neal Tomann of Putnam County Soil & Water District stated that is correct. He stated since he has been in the position they have been working to rekindle the Part C funding and forming a policy. He stated he has been working on getting the public interested. He stated it is apparent they are making progress.

Resident of Putnam Valley, Andrew Wulken requested confirmation that there is no salary increase coming from the Part C money.

Chairman Ellner confirmed that was correct, there is no salary increase coming from the Part C funds.

Resident of Putnam Valley, Andrew Wulken stated some questions regarding a current member of the S&W Board. He questioned who is responsible for appointing to the S&W Board.

Chairman Ellner Stated information comes to the Legislature for review and the Legislators confirm appointments to the S&W Board.

Resident of Putnam Valley, Andrew Wulken requested confirmation if landowners can borrow the equipment from the County purchased with Part C funding. He also made comments regarding the representative on the S&W Board who is supposed to be a Grange member.

Commissioner of DPW Thomas Feighery stated that is not the case. He explained the other municipalities can borrow said equipment.

Resident of Brewster, Andrew Jarret, stated he does not believe using Part C funds for a salary is the best use of those funds, that are available for the purposes of agriculture.

Legislator Crowley read from an email in the backup, and stated it is not clear by that email that Part C funds going towards a salary is the proper use of the funds.

Chairman Ellner questioned Legislator Montgomery as to whether she wanted to see the \$8,000 for S&W Education & Training removed from the budgetary request.

Legislator Montgomery stated it is a tough call, as it has been communicated that there is a need to get the word out and to educate people. She stated she believes having a robust website where people can submit applications is needed. She continued to speak to her ideas of what needs to be in place.

Chairman Ellner agreed that there needs to be a better outreach. He continued and read from the backup.

Legislator Montgomery stated she will make her decision at the final vote, but would not make a decision at that time.

Legislator Addonizio stated maybe we should table the item.

Legislator Montgomery stated she did not agree with that, and she stated putting the money towards a salary is a proper use.

Commissioner of DPW Thomas Feighery stated that it was vetted through the Commissioner of Finance the Legislature's Personnel Committee, last year. He stated also for the record; the person who was in the position previous to Neal Tomann was receiving a significantly higher salary. He stated the County is very lucky to have him. He stated in the research that was done comparing the position to surrounding Counties, it was found that they have a support staff of 4 – 6 people in their Soil and Water Department. He stated Putnam County has a department staff with 1 person and the Soil and Water Department is overloaded. He stated he really dislikes the conversation that was had about a County employee who was present and that employee's salary.

Legislator Crowley explained to Commissioner Feighery stated she just agreed with the comments about pot of money it would be taken from.

Commissioner of DPW Thomas Feighery stated it was fully vetted last year.

Chairman Ellner questioned one more time if any Legislator wanted an amendment to be considered to the proposed Budgetary Amendment 25A024. He confirmed no one did.

Chairman Ellner made a motion to approve Approval/ Budgetary Amendment 25A024/ Release of Soil & Water Conservation District Part "C" Funds for: Education and Outreach Initiatives, A Culvert Inspection Camera and Annual Contribution to Soil & Water Salary; Seconded by Legislator Addonizio. All in favor.

Legislator Crowley requested Commissioner Feighery provide confirmation that using Part C funding toward said salary was approved in 2024.

Commissioner DPW Feighery confirmed he would do that. *(Email was sent by Commissioner of Finance Lewis on March 21, 2025 To- Diane Schonfeld CC- to the Legislators with confirmation of approved use.)*

#### **Item #7 - Other Business**

Legislator Crowley made a motion for Other Business related to the application period for entering into the Putnam County Agricultural District. No Second. Motion Failed.

Chairman Ellner stated there was not a second on the motion. He then stated the Law Department provided correspondence in writing that was sent to all legislators, which stated in summary that the topic should be reserved for a time after the pending litigation is concluded.

Legislator Crowley made a motion to appeal. No Second. Motion Failed.

Legislator Crowley made a motion to reconsider. No Second. Motion Failed.

Chairman Ellner concluded this matter by stating again there has been not second on the motions.

**Item #18 - Adjournment**

There being no further business at 7:58 P.M. Chairman Ellner made a motion to adjourn;  
Seconded by Legislator Addonizio. All in favor.

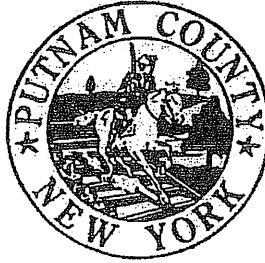
Respectfully submitted by Deputy Clerk Diane Trabulsy.



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TO BE HELD IN ROOM 318

PUTNAM COUNTY OFFICE BUILDING

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(Chairman Ellner and Legislators Crowley & Jonke)

Tuesday

March 18, 2025

(Immediately Following the 6:00p.m. Health Meeting)

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2. Roll Call
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7. Other Business
8. Adjournment

cc All  
Phys - 3-19-25  
Approval  
#4

RESOLUTION # of 2025

**APPROVAL/ENTER INTO AN INTER-MUNICIPAL SHARED SERVICES AGREEMENT WITH THE TOWNS OF KENT, CARMEL, PATTERSON, PHILIPSTOWN, PUTNAM VALLEY, SOUTHEAST AND VILLAGES OF BREWSTER, COLD SPRING AND NELSONVILLE, FOR THE SHARING OF HIGHWAY-RELATED RESOURCES**

WHEREAS, the County Executive, together with the Putnam County Legislature, agree it is in the best interests of the local taxpayers of Putnam County (the "County") to establish a cooperative means between the County and the Towns and Villages denoted herein as (Municipalities) for sharing highway-related resources, from time-to-time and as deemed necessary and proper, in the undertaking of public works and other municipal improvement projects, including emergency situations; and

WHEREAS the County and Municipalities each acknowledge that flexibility in operating local governments and their public works programs and other municipal improvement projects, including emergency situations, is necessary and there exists the critical need to utilize every means or device available to provide services in the most cost-effective manner and at the least possible cost to ensure efficiency and maximum benefits to the local taxpayers; and

WHEREAS, it is hereby determined that by the County and Municipalities renting or leasing, borrowing, exchanging, or lending highway-related resources from/to the other, the County and Municipalities can respectively avoid the need to purchase certain highway machinery, tools and equipment, as well as avoid the need to purchase or keep a large inventory of certain extra materials and supplies, and is appropriate, cost effective and in the best interests of the local taxpayers; and

WHEREAS, the County and Municipalities each have highway-related resources on hand which may not be immediately needed and may be available from time-to-time to the other and the County and Municipalities are desirous of sharing highway-related resources, including, without limitation, their respective machinery; equipment; materials; supplies; tools; necessary, trained, skilled and licensed personnel and equipment operators, subject, where applicable, to the provisions of civil service law; snow and ice removal services and materials; use of parking and other facilities; and other highway-related services as may, from time-to-time, be necessary and proper to effectuate and progress public works and other municipal improvement projects, including emergency situations (collectively referred to as "Shared Services"); and

WHEREAS it is expected that the exchange of Shared Services, in whatever form, will be generally of short duration, unanticipated and/or in response to emergency situations, reciprocal and roughly equal over a period, and will result in efficient and cost-effective work performance to the County and Municipalities and is in the best interests of the local taxpayers; and

WHEREAS the County currently owns and operates equipment, trucks and materials. which the Municipalities desire to access and utilize; and

WHEREAS the Municipalities currently owns and operates equipment, trucks and materials which the County desires to access and utilize; and

LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

2025 MAY -5 PM 4:12

**WHEREAS the County and Municipalities each have certain highway and non-highway equipment which may be available from time to time for use by the other in order provide the foregoing Shared Services; now therefore be it**

**RESOLVED, the County Attorney is authorized to draft the appropriate Inter-Municipal Shared Services Agreement to provide Shared Services between the County and the Municipalities, including, without limitation: equipment, trucks, materials and personnel as becomes necessary for the implementation of the Inter-Municipal Shared Services Agreement.**

**RESOLVED, that the County Executive is authorized to execute such an Inter-Municipal Shared Services Agreement with the Municipalities to provide for the Shared Services as aforesaid; and be it further**

**RESOLVED, that this Resolution shall take effect immediately.**

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Contract # \_\_\_\_\_

**INTERMUNICIPAL AGREEMENT**

**Between**

**THE COUNTY OF PUTNAM**

**&**

**THE TOWN OF KENT**

**&**

**THE TOWN OF CARMEL**

**&**

**THE TOWN OF PATTERSON**

**&**

**THE TOWN OF PHILIPSTOWN**

**&**

**THE TOWN OF PUTNAM VALLEY**

**&**

**THE TOWN OF SOUTHEAST**

**&**

**THE VILLAGE OF BREWSTER**

**&**

**THE VILLAGE OF COLD SPRING**

**&**

**THE VILLAGE OF NELSONVILLE**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the COUNTY OF PUTNAM, a municipal corporation located at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the “COUNTY”) and the TOWN OF KENT, a municipal corporation located at 25 Sybil’s Crossing, Kent Lakes, New York 10512; and the TOWN OF CARMEL, a municipal corporation located at 60 McAlpin Avenue, Mahopac, New York 10541; and the TOWN OF PATTERSON, a municipal corporation located at 1142 Route 311, Patterson, New York 12563; and the TOWN OF PHILIPSTOWN, a municipal corporation located at 238 Main Street, Cold Spring, New York 10516, and the TOWN OF SOUTHEAST, municipal corporation located at 360 Route 22, Brewster, New York 10509; and the TOWN OF PUTNAM VALLEY, a municipal corporation located at 265 Oscawana Lake Road, Putnam Valley, New York 10579; and the VILLAGE OF BREWSTER, a municipal corporation located at 50 Main Street, Brewster, New York 10509, and the VILLAGE OF COLD SPRING, a municipal corporation located at 85 Main Street, Cold Spring, New York 10516; and the VILLAGE OF NELSONVILLE, a municipal corporation located at 258 Main Street, Nelsonville, New York 10516 (hereinafter referred to as the (“MUNICIPALITIES”).

**WITNESSETH:**

WHEREAS, this Agreement is made pursuant to Article 5-G of the New York State General Municipal Law; and

WHEREAS, it is in the interest of the taxpayers of the COUNTY and the MUNICIPALITIES to share resources and services in the undertaking of public works and other municipal improvement projects as becomes necessary to promote government efficiencies, tax payer cost savings, elimination of redundant services, utilization of shared equipment, services and

skilled personnel and to ensure the public welfare during emergent circumstances as determined to exist by the COUNTY; and

WHEREAS the COUNTY currently operates the Department of Public Works which maintains storage facilities, highway and non-highway specialty equipment and resources maintained for the purposes of highway remediation, repair, maintenance, construction, development, planning, extreme weather redress and administration located in and throughout the COUNTY; and

WHEREAS the “MUNCIPALITIES” currently operate the Highway Departments which maintain storage facilities, highway and non-highway specialty equipment and resources maintained for the purposes of highway remediation, repair, maintenance, construction, development, planning, extreme weather redress and administration located in and throughout the MUNICIPALITIES; and

WHEREAS, the MUNICIPALITIES desire to access COUNTY owned, leased, rented or operated storage facilities, highway and non-highway specialty equipment and resources maintained for the purposes of highway remediation, repair, maintenance, construction, development, planning, extreme weather redress and administration located in and throughout the COUNTY, and hereby agree to opt in to this agreement with the COUNTY for the provision of shared municipal services unless and until the “parties” opt out of participation in this agreement upon thirty (30) days written notice provided by parties seeking to opt out of this agreement;

WHEREAS, the MUNICIPALITIES desire to access other MUNICIPALITIES owned, leased, rented, or operated storage facilities, highway and non-highway specialty equipment, and resources maintained for the purposes of highway remediation, repair, maintenance, construction development, planning, extreme weather redress and administration located in and throughout the



MUNICIPALITIES and hereby agree to opt in to this agreement with and between other MUNICIPALITIES, for the provision of shared municipal services unless and until the “parties” opt out of participation in this agreement upon thirty (30) days written notice provided by parties seeking to opt of this agreement;

WHEREAS it is the expectation of the parties that shared services by and for the benefit thereof shall be reciprocal in nature and mutually beneficial for the public good.

WHEREAS general oversight will be provided by and through appropriate municipal and county officials, designated by the Parties’ chief operating officers, mayors, supervisors or executives at their discretion to prepare and maintain annual reports, analysis, logs, maintenance records, personnel assignments.

WHEREAS, the Parties agree to share and provide skilled personnel, equipment and supplies for purposes set forth herein, on an as-requested basis and as-available basis as determined by the parties in furtherance of shared municipal and countywide services, personnel and equipment.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and mutual promises and undertakings recited below, the parties hereto mutually agree as follows:

1. The term of this agreement begins upon completion of the fully executed agreement and shall continue so long as conditions and capacity continue to be available and agreeable to the parties. The term of this Agreement shall commence on the date of the fully executed agreement and shall continue for twelve (12) months. This agreement shall renew automatically on each year following, for a twelve-month period, unless modified or terminated by the parties upon written thirty (30) day notice of intention to modify or terminate the Agreement.

2. The Parties shall authorize their respective officials designated to serve as Highway and or Department of Public Works, Commissioners, Superintendents, Officers and Officials, appointed and or elected, to share and exchange for mutual benefit of highways and facilities services, equipment and personnel as deemed to be necessary and efficient by the Parties for the provision of such services, mutual aid and assistance.
3. The Parties will reciprocally share the provision of such services, mutual aid and assistance which shall not impede, hamper or delay services necessary to serve their individual municipal entities while affording each with reciprocal benefits.
4. The Parties providing shared services, resources, supplies, equipment and or personnel hereinafter referred to as the “Provider” herein shall:
  - a. Be solely responsible for providing and maintaining workers’ compensation insurance coverage pursuant to the Workers’ Compensation Law section 2(7) for all employees who sustain work related injury, illness or disease while providing shared services, aid and assistance to by and for COUNTY or MUNICIPALITIES.
  - b. Provide compensation to its personnel as it would if the employee performed work for the “Provider”. Persons employed by the “Parties” shall retain all benefits, privileges and rights pursuant to their individual employment status as members of civil service, organized labor organizations or at will employment. There will not be any change of employment status for any employee tasked with implementing the shared services agreement in and for the provision of such services, municipal aid and assistance.
  - c. Comport with, promote and ensure that safety standards established pursuant to OSHA and relevant local, state and federal laws, rules and regulations are fully

complied with including particularized training, certification and or licensing requirements.

- d. Comply with the provisions of all collective bargaining agreements to which “Parties” are signatories as and through their employee membership in such recognized organized labor organizations.
- e. Maintain their own workforce as municipal employees and shall be required to provide general liability, unemployment, professional liability, errors and omissions insurance coverage for each such employee.
- f. Ensure the return of shared equipment to the “Provider”, owner, renter or lessee, which shall be effectuated contemporaneously with and upon inspection and determination that such equipment is in the same or similar state of repair or condition as such equipment had been at time of release and provision.
- g. Make applications for and receive all necessary construction, remediation and maintenance permits, licenses and certifications as required pursuant to local, state and federal statutes, rules and regulations.
- h. Be liable for the negligence or intentional acts of its employees, agents and officers occurring in connection with the use of shared equipment, including but not limited to repairs to or replacement of borrowed equipment resulting from damage to the shared equipment caused by the negligent or intentional acts of the “Recipient” its employees, agents and officers.
- i. Be responsible for coordinating the safe and efficient use of shared equipment by duly trained and qualified personnel and the arrangement for the timely return to the “Provider” by through and in accordance with the terms of this Agreement.

- j. Be responsible for the cost of maintenance and repairs and associated costs arising from general wear and tear of the shared equipment and use of resources which shall be quantified and fixed upon mutual agreement of the “Parties”.
- k. The “Recipient” hereto does hereby covenant and agree to retain responsibility for procurement of and payment for any materials and/or supplies or resources necessary for the implementation of this agreement and in furtherance of the provision of shared services and mutual aid and assistance.
- l. The “Recipient” hereto does hereby covenant and agree, to the fullest extent permitted by applicable law or the provisions of the instant Agreement, to protect, defend and indemnify and hold the “Provider”, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional and associated legal fees or other expenses or liabilities of every kind and character arising out of the negligent or intentional acts or omissions of the “Recipient” under and pursuant to this Agreement.

5. THE PARTIES SHALL EACH BE RESPONSIBLE FOR AND AGREE AS FOLLOWS:

- a. To ensure that all equipment provided for the implementation of this agreement of the shared services, mutual aid and assistance and equipment is registered, licensed and insured as is necessary for the lawful use of such equipment.
- b. To provide each of the parties with equipment on an as “as needed” basis and to ensure that “Provider” will not be liable for defects known and unknown resulting in any “Recipient” employee claims of civil liability.

- c. To maintain a record of all services provided, rendered or received including but not limited to personnel time expenditures, equipment, supplies and other resources in the form generated thereby including all records, logs, analyses, reports or other documentation prepared, maintained and utilized for the purposes of administrative review and audit.
- d. To obtain and thereafter retain in full force and effect individualized general liability, public liability, errors and omissions and automotive insurance coverages where necessary and proper relative to the various tasks to be performed with limits of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. Confirmation of insurance coverages must be provided by the "Recipient" to the "Provider" prior to the execution of and in conformity with the requirements set forth in Schedule "A" entitled "Putnam County Insurance Requirements", attached hereto and made a part of this Agreement.

6. THE PARTIES FURTHER AGREE AND CONSENT AS FOLLOWS:

- a. That in accordance with the provision of section 109 of the NYS General Municipal Law, the "Parties" hereto are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right title or interest in this Agreement to any other person or corporation without the prior consent and approval in writing by the Releasing party.
- b. All Notices shall be addressed and may hereafter be designated in writing by either party hereto:

PUTNAM COUNTY: County Attorney  
48 Gleneida Avenue  
Carmel, New York 10512

PUTNAM COUNTY: Commissioner  
Department of Public Works  
842 Fair Street  
Carmel, New York 10512

AND

TOWN OF CARMEL: Town Supervisor  
60 McAlpin Avenue  
Mahopac, New York 10541

TOWN OF CARMEL: Superintendent of Highways  
55 McAlpin Avenue  
Mahopac, New York 10541

AND

TOWN OF KENT: Town Supervisor  
25 Sybil's Crossing  
Kent Lakes, New York 10512

TOWN OF KENT: Superintendent of Highways  
62 Ludington Court  
Kent Lakes, New York 10512

AND

TOWN OF PATTERSON: Town Supervisor  
1142 Route 311  
P.O. Box 470  
Patterson, New York 12563

TOWN OF PATTERSON: Superintendent of Highways  
281 Cornwall Hill Road  
Patterson, New York 12563

AND

TOWN OF PHILLIPSTOWN: Town Supervisor  
238 Main Street  
P.O. Box 155  
Cold Spring, New York 10516



TOWN OF PHILLIPSTOWN: Superintendent of Highways  
238 Main Street  
P.O. Box 155  
Cold Spring, New York 10516

AND

TOWN OF SOUTHEAST: Town Supervisor  
1360 Route 22  
Brewster, New York 10509

TOWN OF SOUTHEAST: Superintendent of Highways  
10 Palmer Road  
Brewster, New York 10509

AND

TOWN OF PUTNAM VALLEY: Town Supervisor  
265 Oscawana Lake Road  
Putnam Valley, New York 10579

TOWN OF PUTNAM VALLEY: Superintendent of Highways  
265 Oscawana Lake Road  
Putnam Valley, New York 10579

AND

VILLAGE OF COLD SPRING: Mayor  
85 Main Street  
Cold Spring, New York 10516

VILLAGE OF COLD SPRING: Superintendent of Highways  
85 Main Street  
Cold Spring, New York 10516

AND

VILLAGE OF NELSONVILLE: Mayor  
258 Main Street  
Nelsonville, New York 10516

AND

VILLAGE OF BREWSTER: Mayor  
50 Main Street  
Brewster, New York 10509

VILLAGE OF BREWSTER: Superintendent of Highways  
208 Main Street  
Brewster, New York 10509

- c. That this Agreement may terminate with or without cause, upon provision of thirty (30) days written notice to be forwarded in accordance with the Section 6(b) of this Agreement.
- d. That all personnel employed by each of the Parties in furtherance of this Agreement, will remain in the employ, title and position as those personnel had possessed at the time prior to and during the provision of shared services and mutual aid and assistance and shall not be deemed to be in the employ of any other parties to this Agreement.
- e. That the Parties shall each be responsible for the payment of salaries and other compensation, due and owing, to their individual employees during the time period in which such employees are engaged in performing shared services and mutual aid and assistance.
- f. That those "Recipients", requesting shared services and mutual aid and assistance pursuant to this Agreement shall have the sole responsibility for providing any and all prerequisites for each projected undertaking which is the subject of the provision of shared services and mutual aid and assistance or equipment including all federal, state and local statutory, regulatory or administrative rules or regulations pertaining to employee safety, training and environmental matters.

- g. That a waiver of the breach of any term, provision or condition of this Agreement shall not be binding unless in written form and in conformity with Section 6(b) of this Agreement, duly executed by the party waiving of said breach. No such waiver shall in any way affect the enforcement of any other term, provision or condition of this Agreement or constitute a cause or excuse for repletion of such or any other breach unless the waiver expressly sets forth accordingly.
  - h. In the event that a dispute arises between the Parties relative to the terms of this Agreement, the disputed matter shall be settled by and through binding arbitration to be performed thru the American Arbitration Association, venued in the County of Putnam and conducted in accordance with the laws of New York State. The selection of an arbitrator shall be upon mutual agreement of and between the parties. In the event that the selection of an arbitrator is not made upon mutual agreement of the parties within fifteen (15) days from the date on which Notice of Breach or Dispute is received by “Parties” named with respect to the underlying breach or dispute for which relief is sought therein, the County of Putnam shall make such selection.
- 7. This Agreement constitutes the entire understanding between the Parties but is not intended to supersede and/or replace in any respects all prior or prospective contracts, agreements and/or understandings, whether formal or informal, oral or written, among the Parties with respect to the provision of shared services, mutual aid and assistance and all subject matters arising hereinafter. This Agreement may only be amended or

modified by written notice to all Parties pursuant to paragraph 6(b) and as set forth therein.

8. This Agreement, and any further documents hereunder, may be signed in counterparts, and a copy containing all counterpart signatures shall constitute the single original document.
9. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties  
as of the month, day and year listed above.

**COUNTY OF PUTNAM:**

County Executive  
40 Gleneida Avenue  
Carmel, New York 10512

County Attorney  
48 Gleneida Avenue  
Carmel, New York 10512

**TOWN OF KENT:**

Town Supervisor  
25 Sybil's Crossing  
Kent Lakes, New York 10512

Superintendent of Highways  
62 Ludington Court  
Kent Lakes, New York 10512

**TOWN OF CARMEL:**

Town Supervisor  
60 McAlpin Avenue  
Mahopac, New York 10541

Superintendent of Highways  
55 McAlpin Avenue  
Mahopac, New York 10541

**TOWN OF PATTERSON:**

Town Supervisor  
1142 Route 311  
P.O. Box 155  
Patterson, New York 12563

Superintendent of Highways  
281 Cornwall Hill Road  
Patterson, New York 12563

**TOWN OF PHILIPSTOWN:** Town Supervisor  
238 Main Street  
Philipstown, New York 10516

Superintendent of Highways  
238 Main Street  
Philipstown, New York 10516

**TOWN OF PUTNAM VALLEY:** Town Supervisor  
265 Oscawana Lake Road  
Putnam Valley, New York 10579

Superintendent of Highways  
265 Oscawana Lake Road  
Putnam Valley, New York 10579

**TOWN OF SOUTHEAST:** Town Supervisor  
1360 Route 22  
Brewster, New York 10509

Superintendent of Highways  
10 Palmer Road  
Brewster, New York 10509

**VILLAGE OF BREWSTER:** Mayor  
50 Main Street  
Brewster, New York 10509

Superintendent of Highways  
208 Main Street  
Brewster, New York 10509

**VILLAGE OF COLD SPRING:** Mayor  
85 Main Street  
Cold Spring, New York 10516

Superintendent of Highways  
85 Main Street  
Cold Spring, New York 10516

**VILLAGE OF NELSONVILLE:** Mayor  
258 Main Street  
Nelsonville, New York 10516

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel,  
New York, on the date hereinabove set forth.

**READ & APPROVED:**

**THE COUNTY OF PUTNAM:**

\_\_\_\_\_  
Date  
C. Compton Spain  
Putnam County Attorney

\_\_\_\_\_  
Date  
Kevin Byrne  
County Executive

\_\_\_\_\_  
Date  
Michael Lewis  
Commissioner of Finance

\_\_\_\_\_  
Date  
Thomas Feighery  
Commissioner of Highways and Facilities

\_\_\_\_\_  
Date  
Mat C. Bruno, Sr.  
Risk Manager

**TOWN OF KENT:**

\_\_\_\_\_  
Date  
Supervisor

**TOWN OF CARMEL:**

\_\_\_\_\_  
Date  
Supervisor

**TOWN OF PATTERSON:**

\_\_\_\_\_  
Date  
Supervisor

**TOWN OF PHILLIPSTOWN:**

\_\_\_\_\_  
Date  
Supervisor



**TOWN OF PUTNAM VALLEY:**

\_\_\_\_\_  
Supervisor Date \_\_\_\_\_

**TOWN OF SOUTHEAST:**

\_\_\_\_\_  
Supervisor Date \_\_\_\_\_

**VILLAGE OF BREWSTER:**

\_\_\_\_\_  
Mayor Date \_\_\_\_\_

**VILLAGE OF COLD SPRING:**

\_\_\_\_\_  
Mayor Date \_\_\_\_\_

**VILLAGE OF NELSONVILLE:**

\_\_\_\_\_  
Mayor Date \_\_\_\_\_

***ACKNOWLEDGMENT OF 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 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 she signed her name thereto under the same authority.

\_\_\_\_\_  
Notary Public

THOMAS FEIGHERY  
COMMISSIONER OF PUBLIC WORKS



KEVIN M. BYRNE  
PUTNAM COUNTY EXECUTIVE

- Phys - May Res  
5/19/25

cc: All  
#5

MEMORANDUM

TO: Greg Ellner, Chairman  
Physical Services Committee

FROM: Thomas Feighery  
Commissioner of DPW

Joseph Bellucci  
Deputy Commissioner of DPW

DATE: May 5, 2025

RE: Agreement to Extend Municipal Snow & Ice Agreement with NYSDOT  
From 2024-2029

2025 MAY -5 AM 10:10  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

A handwritten signature of Thomas Feighery in dark ink.

Enclosed is the new 5-year contract with the NYSDOT for winter maintenance of their roads and reimbursement for services outlined in the Agreement. The Agreement has been signed by the County Executive and will need to be reviewed and considered by the Legislative for adoption as a Resolution at the next Physical Services meeting.

Thank you for your consideration with this item.

Contract #	Municipality	Ext. Period	Region #	Extension #
D014871	Putnam County	2024-2029	8	1

## AGREEMENT TO EXTEND MUNICIPAL SNOW AND ICE AGREEMENT

☐ Time and Materials

☐ Fixed Lump Sum

☒ Indexed Lump Sum

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between THE PEOPLE OF STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the \_\_\_\_\_ of the \_\_\_\_\_ PUTNAM COUNTY (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. D014871 entitled Municipal Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of PUTNAM COUNTY dated 1/31/2020; and

WHEREAS, the term of the said Agreement is for a period of five years commencing **July 1, 2019** and the said Agreement provides that the parties may at the end of each 5-year term of the Agreement extend such term for an additional five years; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, 2024; and Section 1 of said Agreement allows up to a maximum of three extension periods of five years each for a maximum contract life of twenty years;

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Sections 9 & 10 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the aforementioned provisions at the time for extension of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned Snow and Ice Agreement between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of five years; now to expire on June 30, 2029, unless further extended.
2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, 2024, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.
3. All the terms and conditions of the original contract remain in effect except as follows. The estimated expenditure specified in Section 9 of the aforementioned Agreement shall be \$ 1,246,534.32 for 120.3 lane miles for each year of this five-year extension period, for a grand total of \$ \$6,232,671.60, commencing **July 1, 2024**, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

Agency Certification Contract No. D014871

"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."

THE PEOPLE OF THE STATE OF NEWYORK

MUNICIPALITY

BY \_\_\_\_\_

BY Kevin Byrne

for Commissioner of Transportation

Dated: \_\_\_\_\_

Title: Putnam County Executive

STATE OF NEW YORK

) SS:

COUNTY OF Putnam )

On the 4th day of April in the year 2025 before me personally came

Kevin M. Byrne to me known who, being by me duly sworn, did depose and

say that he resides in Mahopac, NY New York; that he is the

County Executive of Putnam County the municipality described in and which executed the

above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a

resolution which was duly adopted on December 18, 2019 a certified copy of such resolution attached

hereto and made a part hereof.

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

J L Caruso  
Notary Public

APPROVED AS TO FORM

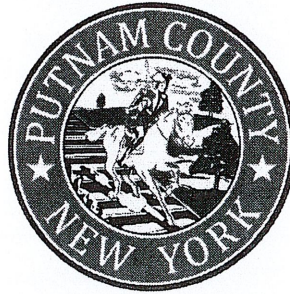
APPROVED BY NYS COMPTROLLER'S OFFICE

STATE OF NEW YORK ATTORNEY GENERAL

By: \_\_\_\_\_

By: \_\_\_\_\_

MICHAEL J. LEWIS  
Commissioner of Finance



SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

cc All  
Phys - 5/19/25  
A+A 6/22/25

Reso  
#6

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk

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

RE: **Budgetary Amendment – 25A035**

DATE: April 18, 2025

2025 APR 25 PM 12:11  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

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

<u>CAPITAL FUND:</u>			
<b><u>INCREASE ESTIMATED REVENUES:</u></b>			
55197000 439601 52309	STATE AID - STATE OF EMERGENCY 7.9.2023	\$	72,946.00
55197000 449601 52309	FEDERAL AID - STATE OF EMERGENCY 7.9.2023	\$	457,750.00
<b><u>INCREASE APPROPRIATIONS:</u></b>			
55197000 59030 52309	TRANSFER OUT - GENERAL FUND	\$	927,322.00
<b><u>DECREASE APPROPRIATIONS:</u></b>			
55197000 53000 52309	CAP EXPENDITURES - STATE OF EMERGENCY 7.9.2023	\$	396,626.00
<u>GENERAL FUND:</u>			
<b><u>INCREASE ESTIMATED REVENUES:</u></b>			
10131000 428501	TRANSFER IN - CAPITAL FUND	\$	927,322.00
<b><u>INCREASE APPROPRIATIONS:</u></b>			
10199000 54980	GENERAL CONTINGENCIES	\$	927,322.00
2025 Fiscal Impact (\$927,322)			
2026 Fiscal Impact \$ 0			

Pursuant to Resolution 160 and 244 of 2023, an amount of \$1,000,000 and \$500,000 respectively was transferred from the General Fund's reserves to the Capital Fund to respond and cover initial costs associated with emergency measures to repair and reopen various County Roads that endured flood damage from the storm event which occurred throughout the Putnam County back on July 9, 2023. Since that time, FEMA representatives inspected repair projects located on North Lake Blvd. in Mahopac, Harmony Hill Road in Patterson, and Oscawana Lake Road in Putnam Valley and deemed eligible for reimbursement.

Both the Commissioner of DPW and BES respectively have confirmed that all FEMA projects are now officially closed out. With that said, a proposed budgetary amendment above is to close out this capital project and replenish the General Fund's reserve which is now appropriate to do at this time. Of the \$1.5mm, \$927,322 will be transferred back to the General Fund for future contingent appropriations.

PUTNAM COUNTY LEGISLATURE

Resolution #160

Introduced by Legislator: William Gouldman on behalf of the Physical Services Committee at a Regular Meeting held on August 1, 2023.

page 1

**APPROVAL/ BUDGETARY AMENDMENT (23A045)/ PUBLIC WORKS/ STATE OF EMERGENCY  
STORM DAMAGE 7/9/23**

**WHEREAS**, due to the recent storm on 7/9/23, and the associated flood damage throughout Putnam County, the Administrative Director of the Department of Public Works Thomas Feighery has implemented emergency measures to repair and reopen various County Roads to ensure the safety of vehicular traffic; and

**WHEREAS**, an allocation of \$1 million has been requested with budgetary amendment (23A045) to cover initial costs associated with said work; and

**WHEREAS**, engineers (internal and external) have been assigned to conduct a full damage assessment which is ongoing at this point; and

**WHEREAS**, once this assessment is completed, the Department will have a more comprehensive and accurate damage report, along with the costs associated with the entirety of the required repair work; and

**WHEREAS**, it is anticipated that the overall amount will exceed the original allocation; 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:

**GENERAL FUND:**

**Increase Appropriations:**

10990100 59020 52309	Transfer Out – Capital Fund	1,000,000
----------------------	-----------------------------	-----------

**Increase Estimated Revenues:**

10131000 424011	Interest & Earnings	1,000,000
-----------------	---------------------	-----------

**CAPITAL FUND:**

**Increase Appropriations:**

55197000 53000 52309	State of Emergency Damage 7/09/23	1,000,000
----------------------	-----------------------------------	-----------

**Increase Estimated Revenues:**

55197000 428601 52309	Transfer In – General Fund	1,000,000
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2023 Fiscal Impact – 0 -

2024 Fiscal Impact – 0 -

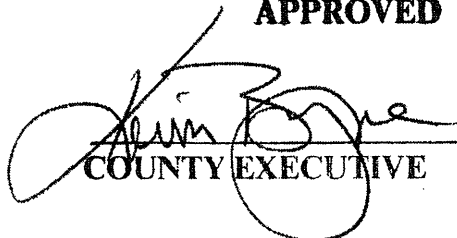
**BY POLL VOTE: ALL AYES. LEGISLATOR ADDONIZIO WAS ABSENT. MOTION CARRIES.**

**APPROVED**

State of New York

ss:

County of Putnam

  
COUNTY EXECUTIVE      8/14/23  
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 August 1, 2023.

Dated: August 3, 2023

Signed: 

Diane Schonfeld  
Clerk of the Legislature of Putnam County



PUTNAM COUNTY LEGISLATURE

Resolution #244

Introduced by Legislator: William Gouldman on behalf of the Physical Services Committee at a Regular Meeting held on December 5, 2023.

page 1

**APPROVAL/ BUDGETARY AMENDMENT (23A070)/ DEPARTMENT OF PUBLIC WORKS/ STATE OF EMERGENCY STORM DAMAGE 7/9/23**

WHEREAS, per Resolution #160 of 2023, \$1 million was allocated to cover initial costs associated with emergency measures to repair and reopen various County Roads that endured flood damage from the storm event which occurred throughout Putnam County on July 9, 2023; and

WHEREAS, repair projects located on North Lake Blvd. in Mahopac, Harmony Hill Road in Patterson, and Oscawana Lake Road in Putnam Valley have been inspected by FEMA representatives and were deemed eligible for full reimbursement; and

WHEREAS, as emergency repairs are still in progress, and the initial allocation of \$1 million is running out, the Commissioner of DPW has requested an additional \$500,000 to continue the necessary repair work; 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:

**GENERAL FUND:**

**Increase Appropriations:**

10990100 59020 52309	Transfer Out – Capital	500,000
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**Increase Estimated Revenues:**

10131000 424011	Interest & Earnings	500,000
-----------------	---------------------	---------

**CAPITAL FUND:**

**Increase Appropriations:**

55197000 53000 52309	State of Emergency Damage 7/9/23	500,000
----------------------	----------------------------------	---------

**Increase Estimated Revenues:**

55197000 428601 52309	Transfer In – General	500,000
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2023 Fiscal Impact – 0 –

2024 Fiscal Impact – 0 –

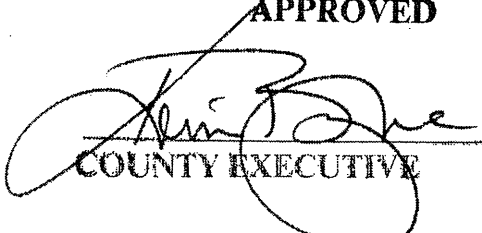
BY POLL VOTE: ALL AYES. LEGISLATOR ADDONIZIO WAS ABSENT. MOTION CARRIES.

**APPROVED**

State of New York

ss:

County of Putnam

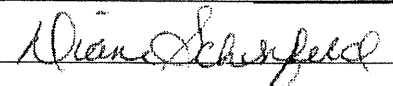
  
COUNTY EXECUTIVE

12/12/23  
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 December 5, 2023.

Dated: December 7, 2023

Signed:

  
Diane Schonfeld  
Clerk of the Legislature of Putnam County



cc: all  
phys 5/19/25

Approval  
#7

**APPROVAL/SUBMISSION OF APPLICATION FOR FARMLAND PROTECTION  
COUNTY PLANNING GRANT THROUGH THE NEW YORK STATE DEPARTMENT  
OF AGRICULTURE AND MARKETS TO UPDATE THE 2004 PUTNAM COUNTY  
AGRICULTURAL & FARMLAND PROTECTION PLAN**

WHEREAS, Farmland Protection County planning grants are available to counties focusing on promoting the economic success of farm operations. In addition to creating specific agricultural protection plans, funds may be used to update local planning documents, including but not limited to the agricultural section of comprehensive plans, land use regulations, and zoning ordinances to ensure that these documents contain clear language and policies that are supportive of the local agriculture industry; and

WHEREAS, Counties are eligible for grants up to \$50,000 or 50% of the cost (whichever is less) for developing a county agriculture and farmland protection plan. The county share of funding must be provided in at least 20% cash (no more than 80% in in-kind services); and

WHEREAS, any county that has established an agricultural and farmland protection board and has not had an agricultural and farmland protection plan approved by the Commissioner in the last ten years is eligible for funding; 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

WHEREAS, the County, by and through the Putnam County Department of Planning, Development and Public Transportation (the "Department"), is desirous to competitively seek Farmland Protection County planning grant funds through NYS Department of Agriculture & Markets, and, in furtherance therefor, will submit a grant application; and

RESOLVED, that the County Executive, together with the Legislature, supports the County's grant application for Farmland Protection County Planning funds for updating the County's agricultural plan; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.

2025 MAY 13 AM 9:51  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

## Diane Schonfeld

---

**From:** Barbara Barosa  
**Sent:** Monday, May 12, 2025 4:22 PM  
**To:** Diane Schonfeld; Diane Trabulsy  
**Cc:** Conrad Pasquale; talloaksny@gmail.com  
**Subject:** Resolution - Request to Apply for Farmland Protection County planning grant  
**Attachments:** Reso-Ag Plan grant .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 ●

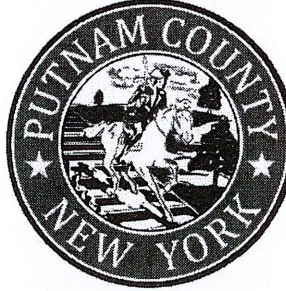
**PHONE | 845.878-3480 ● WEBSITE | [PUTNAMCOUNTYNY.COM](http://PUTNAMCOUNTYNY.COM)**

PUTNAM COUNTY NEW YORK GOVERNMENT

**"Empowering Putnam County through dedicated service."**

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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 – 25A042

DATE: May 12, 2025

2025 MAY 13 PM 12:21  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

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

CAPITAL FUND:

INCREASE ESTIMATED REVENUES:

55197000 428601 52511	TRANSFER IN - GENERAL FUND	\$ 200,000.00
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INCREASE APPROPRIATIONS:

55197000 53000 52511	CAPITAL EXPENDITURES - MYRTLE AVE @ RTE6N	\$ 200,000.00
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GENERAL FUND:

DECREASE APPROPRIATIONS:

10199000 54980	GENERAL CONTINGENCIES	\$ 200,000.00
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INCREASE APPROPRIATIONS:

10199000 59020	TRANSFER OUT - CAPITAL FUND	\$ 200,000.00
----------------	-----------------------------	---------------

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

Please refer to Commissioner Feighery's memorandum regarding the additional funding to support the Garage Roof Repair at Myrtle Avenue @ Route 6N.

**THOMAS FEIGHERY**  
COMMISSIONER OF PUBLIC WORKS



**KEVIN M. BYRNE**  
PUTNAM COUNTY EXECUTIVE

**MEMORANDUM**

TO: Mike Lewis, Commissioner of Finance

FROM: Thomas Feighery  
Commissioner of DPW

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

DATE: May 9, 2025

RE: AMEND CAPITAL PROJECT 52511- Myrtle Ave @ RTE 6N Garage Roof Repair

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Please accept this letter of necessity for the Legislature to consider the budgetary amendment to Capital Project 52511- Myrtle Ave @ RTE 6N Garage Roof Repair in the amount of \$200,000.

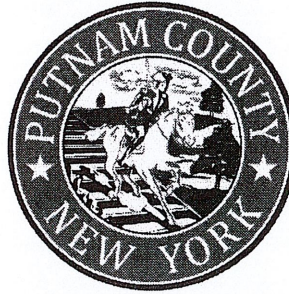
This funding will allow the Department of Public Works to advertise this project for bid so that the roof, currently in poor condition, can be replaced with some immediacy. In the detailed development of project plans and specifications with our contracted consultant, unforeseen issues, which will need to be rectified, were identified including an expanded roof membrane demolition, asbestos remediation and garage door structural modifications.

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

The associated budgetary backup information is attached.



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 – 25A043**

DATE: May 13, 2025

2025 MAY 13 PM 12:21  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

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

**CAPITAL FUND:**

**INCREASE ESTIMATED REVENUES:**

55197000 428601 52510	TRANSFER IN - GENERAL FUND	\$ 190,000.00
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**INCREASE APPROPRIATIONS:**

55197000 53000 52510	CAPITAL EXPENDITURES - YOUTH BUREAU REALLOCATION	\$ 190,000.00
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**GENERAL FUND:**

**DECREASE APPROPRIATIONS:**

10199000 54980	GENERAL CONTINGENCIES	\$ 190,000.00
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**INCREASE APPROPRIATIONS:**

10990100 59020	TRANSFER OUT - CAPITAL FUND	\$ 190,000.00
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2025 Fiscal Impact \$190,000

2026 Fiscal Impact \$0

Please refer to Commissioner Feighery's memorandum regarding the additional funding to support the continuation of the Youth Bureau Reallocation.



**MEMORANDUM**

TO: Mike Lewis, Commissioner of Finance

FROM: Thomas Feighery  
*Thomas Feighery*  
Commissioner of DPW

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

DATE: May 12, 2025

RE: AMEND CAPITAL PROJECT 52510- Youth Bureau Reallocation

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Please accept this memorandum as a letter of necessity for the Legislature to consider the amended Capital Projects 52510- Youth Bureau Reallocation in the amount of \$190,000.

This funding will allow the Department of Public Works to proceed with this project and realize our desired completion date of August 31, 2025. During the demolition phase of the existing building, unanticipated issues, including structural deficiencies and the presence of asbestos and lead were discovered and will need to be remedied in order to successfully continue to move this project forward.

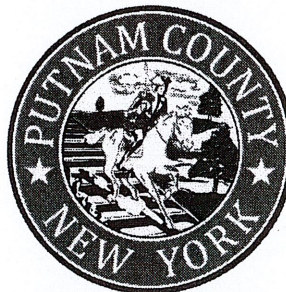
The Administration and the Capital Committee have reviewed this request and are in support of its presentation for consideration at the Physical Services Committee meeting.

The associated budgetary backup information is attached.

cc:all  
Phys 5-19-25  
A+A 5-22-25

Reso  
#10

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 – 25A044**  
DATE: May 13, 2025

2025 MAY 13 PM 12:21  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

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

**GENERAL FUND:**

**INCREASE APPROPRIATIONS:**

10085000 54632	WASTE WATER SEWER CHARGES	\$	68,000.00
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**DECREASE APPROPRIATIONS:**

10199000 54980	GENERAL CONTINGENCIES	\$	68,000.00
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2025 Fiscal Impact \$68,000

2026 Fiscal Impact \$TBD

Please refer to Commissioner Feighery's memorandum regarding the additional funding to support the O&M costs, future repairs, et al for the Waste Water Treatment Plant.

**THOMAS FEIGHERY**  
COMMISSIONER OF PUBLIC WORKS



**KEVIN M. BYRNE**  
PUTNAM COUNTY EXECUTIVE

**MEMORANDUM**

TO: Mike Lewis, Commissioner of Finance

FROM: Thomas Feighery  
Commissioner of DPW

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

DATE: May 12, 2025

RE: LETTER OF NECESSITY- AMEND ORG 10085000, OBJECT 54632 -WASTEWATER  
SEWER CHARGES

---

In January of this year, we were noticed by our current WWTP operator that they would be terminating their contract with the County as of April 1, 2025 for financial reasons. Soon thereafter, the County released an RFP to solicit proposals from potential new WWTP operators. Unfortunately, no one responded to the RFP. Since that time, we have had ongoing discussions with our current operator (who has agreed to stay on until June 1, 2025) along with other area WWTP operators to seek a resolution/replacement. While discussions have been positive, market conditions indicate that the operation of our WWTP plant will increase from the \$1,425.00 per month we are currently paying to \$4,000.00 per month going forward based on informal proposals received thus far. Therefore, for the remaining eight months of the year, we are anticipating a shortfall of \$20,600.00. This increase in cost will be shared with the NYCDEP through our O&M Agreement at a split of 54.4% DEP (\$11,206.40) and 45.6% (\$9,393.60) County. However, the O&M Agreement is structured as a reimbursement and therefore the County must pay the entirety of the operator's contract cost before we are reimbursed. We are



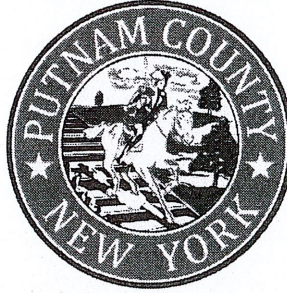
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therefore respectfully requesting funding in the amount of \$20,600.00 to supplement the monthly cost of WWTP operation services for the remainder of 2025.

Additionally, two aeration blowers are in need of immediate replacement and will need to be replaced at a cost of \$29,946.98 for hardware, configuration, installation and setup. These costs will be shared with NYCDEP as well with NYCDEP ultimately reimbursing the County 75% (\$22,460.24) of the expense.

The cost of the replacement of the aeration blowers alone will deplete this operating line in its entirety. Therefore, this request is for \$68,000 to replenish this operating line to fund ongoing O&M costs, future repairs and other related O&M expenses, all funded by this budget line.

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 – 25A045  
DATE: May 13, 2025

2025 MAY 13 PM 4:20  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

At the request of the Soil & Water Conversation Manager, the following budgetary amendment is recommended.

GENERAL FUND:

INCREASE APPROPRIATIONS:

10874500 51094	S&W - Temporary	\$	9,360.00
10874500 58002	S&W - SOCIAL SECURITY	\$	719.00

INCREASE ESTIMATED REVENUES:

10874500 439105	S&W - Performance Measures - Part C	\$	10,079.00
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2025 Fiscal Impact \$ 0

2026 Fiscal Impact \$ 0

Please refer to the attached memorandum from the Soil & Water Conversation Manager for further explanation.

Please forward it to the appropriate committee.



**M E M O R A N D U M**

To: Diane Schonfeld, Clerk of the Legislature  
From: Neal Tomann, Putnam County Soil & Water District  
Date: March 6, 2025  
Re: Physical Services Meeting – May 19, 2025

I would respectfully like to request an agenda item for the May 19th, 2025 Physical Services meeting.

At the April 30, 2025, meeting of the Putnam County Soil & Water Conservation District the board unanimously approved a \$10,079 Part C expenditure for a summer intern. The intern will be with us for 13 weeks, 40 hours per week, starting May 26<sup>th</sup>.

The internship is part of the Soil & Water program's (2b) Performance Measure for Outreach and Education. The intern will be working on a range of projects including MS4/GIS mapping compliance, field inspections, GPS applications and producing informational brochures.

I request this item be considered for approval by the Legislature. I've attached a project schedule and an email from my supervisor at New York State Agriculture and Markets confirming this is an eligible Part C expenditure.

Thank you for your consideration.

## Diane Schonfeld

---

**From:** Luskin, Ben (AGRICULTURE) <Ben.Luskin@agriculture.ny.gov>  
**Sent:** Monday, April 21, 2025 3:51 PM  
**To:** Joseph Bellucci; Neal Tomann; Thomas Feighery  
**Subject:** RE: April '25 Part C funding requests.

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### PUTNAM COUNTY NOTICE

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

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These are all eligible Part C expenses if the district board feels that they are appropriate conservation projects to spend the funds on.

**From:** Joseph Bellucci <Joseph.Bellucci@putnamcountyny.gov>  
**Sent:** Thursday, April 17, 2025 1:30 PM  
**To:** Neal Tomann <Neal.Tomann@putnamcountyny.gov>; Thomas.Feighery@putnamcountyny.gov  
**Cc:** Luskin, Ben (AGRICULTURE) <Ben.Luskin@agriculture.ny.gov>  
**Subject:** RE: April '25 Part C funding requests.

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

Neal,

We will need \$10,076.04 in temp funds for the internship. Assuming she is working 8 hour days 5 days a week for 13 weeks, 40 hours week x 13 weeks = 520 hours x \$18/hr + \$716.04 FICA = \$10,076.04.

Thanks,

Joe

**From:** Neal Tomann <Neal.Tomann@putnamcountyny.gov>  
**Sent:** Thursday, April 17, 2025 11:38 AM  
**To:** Thomas Feighery <Thomas.Feighery@putnamcountyny.gov>; Joseph Bellucci <Joseph.Bellucci@putnamcountyny.gov>  
**Cc:** Ben.Luskin@agriculture.ny.gov  
**Subject:** April '25 Part C funding requests.

Good morning.

I am preparing the April 30 Soil & Water board meeting agenda. One of the items on the agenda is a request to approve Part C funding for the following:

- The Desmond Fish Library is requesting \$6000 for a solar panel installation. (see attached)
- Glynwood is requesting \$68,000 to remove 1500 cubic yards of material from the site and process local stone into rip – rap. (see attached)

- Funds for hiring a 2025 summer intern. ( Projects will include GIS mapping updates, culvert assessments and gathering data for stormwater retrofit prioritization.)

For the internship, I can provide the back-up for what the intern will be tasked with. What I need is the cost. How much do we need to request for a salary.

The agenda will go out on Monday the 21<sup>st</sup> or Friday the 25<sup>th</sup> depending on the feedback I get on this and other pending agenda items.

I have cc'd Ben Luskin from the NYSWCC here for feedback.

As these requests move through the process, I would like to have confirmation from Ag & Markets on hand stating that these projects are a legitimate use of Part C funds.

Thank you

NT.

JOHN TULLY  
Commissioner



cc: all  
phys 5.19.25  
Reso

KEVIN M. BYRNE  
County Executive

DEPARTMENT OF GENERAL SERVICES  
PURCHASING

#12

**MEMORANDUM**

TO: Diane Schonfeld, Clerk, County Legislature

FROM: Alexis M. Hawley, Assistant Supervisor of Planning & Design *AMH*

CC: Thomas Feighery, Commissioner, Department of Public Works  
Joseph Bellucci, Deputy Commissioner, Department of Public Works  
Michael Lewis, Commissioner, Department of Finance

DATE: May 12, 2025

RE: Physical Services Committee – Amend 19CP06 – Architectural/Engineering Services

---

Please approve the necessary resolution to authorize adding \$160,000 to 19CP06.

In May 2019, 19CP06 was approved by the Full Legislature authorizing Architectural and Engineering professional services funding to assist in moving projects forward using outside consultants. Additional funding was authorized by the Full Legislature in June 2022, May 2023 and October 2024.

The use of outside consultants continues to be a necessity in order to progress projects forward. We are therefore respectfully requesting your authorization of the additional funding needed to continue this program.

Thank you for the consideration.

2025 MAY 13 AM 9:52  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

JOHN TULLY  
Commissioner



cc:all  
Phys  
5-19-25

KEVIN M. BYRNE  
County Executive

#13

DEPARTMENT OF GENERAL SERVICES  
PURCHASING

**MEMORANDUM**

TO: Diane Schonfeld, Clerk, County Legislature

FROM: Alexis M. Hawley, Assistant Supervisor of Planning & Design *AMH*

CC: Thomas Feighery, Commissioner, Department of Public Works  
Joseph Bellucci, Deputy Commissioner, Department of Public Works  
Michael Lewis, Commissioner, Department of Finance

DATE: May 12, 2025

RE: Physical Services – 25CP03 – Board of Elections Security Gate

Please approve the necessary resolution to authorize 25CP03 in an amount not to exceed \$56,000.

In August 2024, a security assessment was conducted by the Cybersecurity and Infrastructure Security Agency of the Board of Elections property and facility. Resultingly, recommendations for improvements to the perimeter security were suggested.

As such, The Board of Elections is seeking to install electronic, automatic gates to provide secure access to the property and facility. Currently, the manual gate is in disrepair and staff must physically close it as they leave and then secure it with a chain and padlock.

The Board of Elections wishes to install the electric gate for a myriad of reasons, including deterring site access after hours, securing their facility, the Sheriff's facility and the on-site ballot box, providing more efficient access during emergencies for the Sheriff's Department and controlling site access times.

Additionally, currently during snowstorms, the gates must be left open after business hours to allow DPW to access the site to plow throughout the storm, leaving the site unsecured and prone. An electronic gate would open for the plow and then automatically close once the plow left, ensuring site security.

Finally, we are requesting a 10% contingency should any unforeseen issues arise during the contracted work.

We respectfully request your consideration.

Thank you.

2025 MAY 13 AM 9:52  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY





**BOARD OF ELECTIONS  
COUNTY OF PUTNAM**

25 Old Route 6, Carmel, New York 10512  
(845) 808-1300 • Fax (845) 808-1920  
[www.putnamboe.com](http://www.putnamboe.com)

*Commissioners*  
CATHERINE P. CROFT  
KELLY K. PRIMAVERA

April 25, 2025

To: County Executive Kevin Byrne

Re: Request for Capitol Project Funding

**PROJECT DESCRIPTION:** Installation of electronic swing gates to be located in the main driveway of the Putnam County Board of Elections. The driveway is also utilized by the Putnam County Sheriff's Department as the only access to their building located at the back of the parking lot. If there is an emergency necessitating that the Sheriff's Department needs to access equipment in their building, electronic gates would help expedite the Sheriff's Department access to their building thereby getting emergency vehicles on the road faster.

The electronic gates will only be open during the operating hours of the BOE and at all other times the gates will be closed and locked, which would be more of a deterrent to buildings being compromised while unoccupied.

During election time(s) the BOE has a Mail Ballot Drop Box located on their premises, near the front door. Electronic gates would allow access to the Mail Ballot Drop Box only during normal business hours of the BOE.

A Security Assessment at First Entry Survey was conducted by CISA-Cybersecurity & Infrastructure Security Agency on the BOE in August of 2024. A report was sent to our office outlining Security Management for the building. Included among the recommendations for perimeter security by CISA was the recommendation to eliminate gaps in the gate(s) currently located on the property. (see attached photos).

During inclement weather in the winter the gates are currently left open during snowstorms for easy access of the county snowplows. Electronic gates would automatically close after the snow removal, instead of the current practice of leaving the gates open during snowstorms.

A handwritten signature in black ink, appearing to read "Catherine P. Croft".

Catherine P. Croft  
Commissioner

A handwritten signature in black ink, appearing to read "Kelly K. Primavera".

Kelly K. Primavera  
Commissioner



BOARD OF ELECTIONS SIDE GATE POST



## BOARD OF ELECTIONS FRONT GATES





**Sales Agreement:**

**Prepared for: Putnam County**

**Attn: Eileen Hurlie**

**Ref: Board of Elections Automatic Gate and Access Control**

**Proposal Number: 12092024JPC-8**

**Omnia NCPA 12-22 Integrated Security Technologies and Safety Systems Products and Services**

**Locations:**

**6 Skyline Drive  
Hawthorne, NY 10532  
Ph: 914-769-8900**

**494 8<sup>th</sup> Ave.  
New York, NY 10001  
Ph: 212-967-2450**

**From:**

**John Cirocco**

Systems Integration Representative

6 Skyline Dr, Hawthorne, NY 10532

☎ 845-490-8305 ✉ [johncirocco@everonsolutions.com](mailto:johncirocco@everonsolutions.com)

## Agreement Summary

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between Everon, LLC with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("Everon") and the customer identified above ("Customer", together with Everon, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)"), and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below.

### Statement of Work:

Omnia NCPA 12-22 Integrated Security Technologies and Safety Systems Products and Services

Eileen,

### Board of Elections Automatic Gate and Access Control

QTY	Part #	Manufacturer	DESCRIPTION	Unit Cost	Extended Cost
1	S2-MNP	S2	Micronode Plus Enclosure for Gate Reader	\$1,486.40	\$1,486.40
1	01995-001	Axis	Axis Intercom	\$959.20	\$959.20
1	02673-001	Axis	Intercom Induction Loop	\$103.20	\$103.20
1	02503-001	Axis	Adapter Plate	\$119.20	\$119.20
1	02066-001	Axis	Mount	\$127.20	\$127.20
1	RDRSEU908	HID	Long Range Reader for passenger cars	\$1,319.23	\$1,319.23
1	AI1012ULACM	Altronix	24V Power Supply	\$468.40	\$468.40
1	CUSTOM	CUSTOM	Pedestal for Readers	\$398.00	\$398.00
			<b>Material Total</b>		<b>\$4,980.83</b>
24	NPN	NMN	Everon Technical Labor	\$145.00	\$3,480.00
10	NPN	NMN	Everon Project Management	145.00	\$1,450.00
			<b>Everon Labor Total</b>		<b>\$4,930.00</b>
1	NPN	NMN	Everon Subcontractor for Gate & Fabrication New automatic gate operators. Hawkeye will supply and install 2 new chain link gates with automatic operators. Axis intercom pedestal will be installed upon approach proactive photo beams will be installed on both sides of the gate for pinch and vehicle protection. main controller will need 120v ac and be mounted on the exterior side of the building near gate. Trenching and burial conduit will be by Everon subcontractor Operators can be opened via intercom at reception or via app, wireless key fobs and a ground loop will be installed for hands free egress.	\$40,970.00	<b>\$40,970.00</b>

The price to provide the below listed items will be **\$50,880.83 (DOLLARS)**, plus any applicable taxes.

#### Qualifications

1. 1 Year Warrantee from Substantial completion of manufacturer's defects is included under this proposal.
2. Netowrk node to be mounted from inside board of elections building
3. Power to be run from inside board of elections building
4. All network connections to be provided at location
5. Please note that Everon is only including devices that are shown on the drawings. If there are omissions found during the review process all additional devices will be subject to a change order.
6. Filing with the local AHJ is excluded from this proposal.
7. Overtime labor hours are not included under this proposal unless explicitly specified above.
8. This proposal does not include any additional equipment or services required outside of the contract bid documents.
9. This proposal does not include any additional equipment or services required after an inspection by the local AHJ.
7. Unless otherwise specified, all 110VAC power to be supplied by others, and all direct connections to AC power to be performed by others. If Seller is providing an electrician for installation, as well as AC power interconnect, Customer must ensure existing electrical service is adequate to supply a dedicated 20AMP circuit to power FACP. Existing electrical service must be up to code. If electrical inspection finds violations in existing electrical service, corrections must be completed at an additional cost and by others.
10. Cost for 'special equipment' (lifts, etc.) are not included unless otherwise specified.
11. Sales tax excluded from this quotation, if tax exempt please provide tax exempt certificate.
12. Rubbish removal is limited to disposal at a local container provided by others.
13. Pricing and scope of work is quoted upon and includes the General Terms and Conditions attached
14. Monitoring Services are excluded from this Agreement. If Customer wishes to engage Everon to provide monitoring services, a separate Agreement will be provided with Everon's standard monitoring terms and conditions.

#### Standard Schedule of Values

Deposit: 20%

Release of Material: 35%

Shipment/Receipt of Material: 35%

System Programming and Startup: 10%

**In the event the customer does not agree to the schedule of values we ask that a schedule of values is submitted by the customer at the time of contract acceptance that can be reviewed by Everon. Everon retains the right to reject any proposed Schedules of Values.**

## General Terms and Conditions

### 1. Charges, Invoicing, and Payment

- A. **Invoices.** Everon shall issue invoices directly to Customer for amounts owed to Everon ("Charges"). Everon shall issue invoices to Customer on the following schedule:
- i. For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), Everon shall issue invoices quarterly in advance.
  - ii. For projects requiring installation of Products and that have a written schedule of values, Everon shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, Everon shall issue invoices over time on a progressive basis to reflect Everon's estimated percentage of work completed, which may, in Everon's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of Work Completed").
  - iii. For all other Products or Services, Everon shall issue invoices upon delivery of the Product or completion of the Service.
- B. **Payment.** Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by Everon of a partial payment shall not be construed as a waiver of Everon's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by Everon and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.
- C. **Past Due Amounts.** Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. Everon shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.
- D. **Charges.** Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by Everon for Customer more than thirty (30) days after the date of the Agreement shall be at Everon's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, Everon may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Producer Price Index increase over the preceding twelve (12) months plus two (2) percent.
- E. **Delays.** Everon shall be reimbursed for all costs incurred by Everon or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after Everon has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause Everon to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. Everon will give appropriate notice when possible to the Customer prior to either the Customer or Everon incurring such charges.
- F. **Taxes and Fees.** Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:
- i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on Everon's net income;
  - ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;
  - iii. All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;
  - iv. Any costs and service charges for Everon to repair or replace Customer-owned equipment necessary for Everon to provide the Products or Services;
  - v. A service charge for (a) Everon to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to Everon instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to Everon's deployment of personnel to the Premises; or (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer;
  - vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and
  - vii. Everon may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase Everon's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

## 2. Products and Installation

- A. **Timing.** If the Agreement calls for the installation of any Products by Everon ("Installation"), then Everon will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during Everon's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside Everon's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at Everon's sole discretion, to the extent permitted by any applicable laws or regulations.
- B. **Compliance.** Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.
- C. **Products Ownership.** Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by Everon or (ii) delivery of the Products to Customer. If Products for an Installation are received by Everon prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that Everon utilizes to provide Services.
- D. **Substituted Products.** If any Product becomes unavailable or discontinued after a Customer order and before Installation, then Everon may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

## 3. Warranty

- A. **General Warranty.** Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, Everon provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, EVERON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.
  - i. *Products Warranty.* Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by Everon. Defective Products will be repaired or replaced at Everon's option.
  - ii. *Services Warranty.* Everon warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then Everon will re-perform the non-complying Services during normal business hours, at no additional charge.
- B. **Limitations and Exclusions.**
  - i. Everon shall perform warranty services during normal business hours, Monday through Friday, excluding Everon holidays. Customer requests for Everon to perform warranty services outside these hours may result in additional charges.
  - ii. Everon is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or Everon's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by Everon, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by Everon; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (k) normal wear and tear.
  - iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than Everon, Everon's employees, or Everon's agents to perform maintenance or service to the Products without Everon's prior written approval.

#### 4. Customer's Obligations

##### A. **Customer's Representations and Warranties.** Customer represents and warrants that:

- i. Customer owns or leases any equipment Customer provides or allows Everon to use;
- ii. Customer has legal authority to authorize Everon to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;
- iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services, including but not limited to any applicable requirements regarding notice of and/or consent to the use of video and/or audio recording devices;
- iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;
- v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;
- vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions; and
- vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to Everon prior to the start of work.

##### B. **Customer's Responsibilities.**

- i. *Responsibilities regarding Products.* Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the Everon customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify Everon immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.
- ii. *Responsibilities regarding the Premises.* Customer agrees to (a) permit Everon to have reasonable access to the Premises during Everon's normal business hours, (b) cooperate with Everon to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by Everon, prior to Everon continuing work at the affected Premises.

5. **Risk of Loss.** Everon shall bear the risk of loss or damage to Products until delivery to the Premises. Everon shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by Everon. Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by Everon.

#### 6. Termination

##### A. **Termination by Everon.**

- i. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations Everon may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by Everon; (c) the Products generate excessive false alarms due to circumstances beyond Everon's reasonable control; (d) in Everon's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in Everon's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; (f) Everon is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (g) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach.
- ii. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) any representation by Customer herein or in any other agreement it has with Everon is materially untrue; (b) Customer breaches any warranty contained herein or in any other agreement it has with Everon; (c) Customer denies Everon reasonable access to Everon-owned Products located at any Premises; or (d) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its credits, or has a receiver or trustee appointed for Customer or its assets.



**B. Termination by Customer.**

- i. If Everon has materially breached the Agreement, and that breach is not cured within thirty (30) days after Everon receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s), without penalty.
- ii. Customer may terminate Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

**C. Effect of Termination or Expiration.**

- i. Upon termination or expiration of the Term, all Services provided under the Agreement shall terminate.
- ii. All Charges due from Customer to Everon shall become immediately due and payable on the date of termination or expiration, including (a) all Charges for Services or Products rendered prior to the effective date of termination or expiration, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination or expiration, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by Everon prior to notice of termination, and (d) any other costs incurred by Everon in reliance on or on behalf of Customer, prior to the effective date of termination or expiration.
- iii. If the termination is for any reason other than those permitted in 6.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.
- iv. Upon the expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

**7. Limitation of Liability**

- A. **Alarm Event Limitation.** The amounts Everon charges Customer are not insurance premiums. Everon is not qualified to assess the value of Customer's property, and Everon's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, EVERON, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT EVERON FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. EVERON ASSUMES NO RISK OF LOSS OR LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATING TO ANY ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Everon arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.
- B. **Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.
- C. **Liability Cap.** WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL EVERON'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM EVERON, AND/OR EVERON'S PARENTS, SUBSIDIARIES, EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH EVERON IS LIABLE OCCURRED, OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH EVERON IS LIABLE.

**8. Indemnification**

- A. **Indemnification by Everon.** Everon shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all third-party claims, demands, liabilities, losses, causes of action, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") arising from or related to: (i) the negligence or intentional misconduct of Everon, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and (ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that Everon is indemnified by the manufacturer or distributor of the applicable Product for the Losses.
- B. **Indemnification by Customer.** Customer shall indemnify and hold Everon and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) any breach of any representation or

warranty made by Customer in the Agreement; and (iv) any defect, hazardous condition, or Hazardous Materials present at the Premises.

9. **Insurance.** During the term of the Agreement, Everon will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars (\$2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

10. **Intellectual Property.**

- A. **No Transfer of IP.** The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.
- B. **Third Party Products and Software.**
- i. Everon is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").
  - ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.
  - iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. EVERON MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES. ALL SALES OF SOFTWARE LICENSES ARE FINAL.
  - iv. Customer agrees that Everon may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if Everon pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.
  - v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold Everon harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA; (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.
- C. **Data Usage.** Everon, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

11. **Force Majeure.** Everon shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, explosions, and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, supply chain disruptions, strikes, labor disputes, or for any other cause beyond Everon's reasonable control ("Force Majeure"). Everon shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

12. **Confidentiality.** During the Agreement, each party may disclose to the other confidential information, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.

13. **Non-Solicit of Employees.** During the term of this Agreement and for one year following its termination or expiration, neither Party shall solicit for employment any employee of the other Party who performed or performs services in connection with this Agreement; provided, however, that this Section shall not prohibit either Party from making general public promotions or solicitations for employment, nor from hiring any person who responds to any such general public promotion or solicitation.

14. **Miscellaneous.**

- A. **Nature of Relationship.** Everon is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.
- B. **License Information.** Everon state license information is available at <https://www.everonsolutions.com/about/licenses-credentials/licenses>.
- C. **Export Control.** Customer shall not export or re-export, directly or indirectly, any: (i) Product or Service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless Everon from and against all Losses assessed against or suffered by Everon as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.
- D. **Conflicts of Interest.** Everon does not permit the offering or acceptance of gifts or gratuities by Everon employees from parties with whom Everon is contracting for services, products, or other matters, and Customer shall not make any offer to any Everon employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of Everon. In the event Everon determines any offer of gifts or gratuities has been made by Customer to an Everon employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an Everon employee, Everon may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.
- E. **Survival.** Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.
- F. **Assignment.** Customer may not assign the Agreement or any right thereunder without the prior written consent of Everon, which consent shall not be unreasonably conditioned, withheld, or delayed. Everon may subcontract any portion of the work described in the Agreement.
- G. **Severability.** In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.
- H. **Cross-Default.** A default by Customer under the Agreement shall be a default of all Agreements between Everon and Customer.
- I. **Remedies.** All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.
- J. **Amendment.** The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.
- K. **Notice.** Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to Everon shall be deemed duly given on the date received by Everon at the following address: Everon, LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.
- L. **Waiver.** The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.
- M. **Governing Law; Dispute Resolution.** This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida, with the arbitrator's costs borne equally by the Parties. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s)' decision shall be final and binding on the Parties.
- N. **Entire Agreement.** The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.
- O. **Electronic Signature; Counterparts.** The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

<b>Signatures</b>
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IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives below.

Customer:  
Name:

Customer Authorized Representative	Printed Name	Title	Date
<hr/>			
John Cirocco			

Everon Representative	Printed Name	Title	Date
<hr/>			
Nick Delfico Sr.			

Everon Authorized Manager	Printed Name	Title	Date
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JOHN TULLY  
Commissioner



cc: all  
Phys 5-19-25  
Resc

KEVIN M. BYRNE  
County Executive

#14

DEPARTMENT OF GENERAL SERVICES  
PURCHASING

**MEMORANDUM**

TO: Diane Schonfeld, Clerk, County Legislature

FROM: Alexis M. Hawley, Assistant Supervisor of Planning & Design *AMH*

CC: Thomas Feighery, Commissioner, Department of Public Works  
Joseph Bellucci, Deputy Commissioner, Department of Public Works  
Michael Lewis, Commissioner, Department of Finance

DATE: May 12, 2025

RE: Physical Services – 25CP04 – Chapel Improvements

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Please approve the necessary resolution to authorize 25CP04 in an amount not to exceed \$150,000.

The Chapel, located at the Putnam County Veterans' Memorial Upper Park, serves as a respite to our Veterans' events during times of inclement weather and provides residents and visitors with a historic, unique and charming venue to hold public gatherings.

We are respectfully requesting \$150,000 to make improvements to the Chapel that will broaden the usability of the space to allow more groups to enjoy it throughout the year and to prepare it for the REV 250 festivities in 2026. All work is proposed to be performed in-house and will involve renovations including energy efficient window coverings, insulation, electrical upgrades, HVAC and interior finishes.

We respectfully request your consideration.

Thank you.

2025 MAY 13 AM 9:52  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY