

THE PUTNAM COUNTY LEGISLATURE

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Daniel G. Birmingham *Chairman*
William Gouldman *Deputy Chair*
Diane Trabulsky *Clerk*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Jake D'Angelo	Dist. 5
Thomas Regan Jr.	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

Members: Chairman Gouldman and Legislators Regan & Sayegh

Thursday April 23, 2026
(Immediately following the Personnel Mtg. beginning at 6:00pm)

1. Pledge of Allegiance
2. Roll Call
3. Acceptance of Minutes – November 17, 2025, December 9, 2025 & March 10, 2026
4. Approval – Historic Road Preservation Certificate of Appropriateness – Peekskill Hollow Road Culvert Over Wiccopee Brook, Putnam Valley – Planning Dept.
5. Approval – Authorization for FY 2023 US Environmental Protection Agency (EPA) State and Tribal Assistance Grant (STAG) Funding for MS4 Pollution Control – Planning Dept.
6. Approval – Ratification of FY 2027 Congressionally Directed Spending Allocations in Putnam County for Capital Projects – Planning Dept.
7. Approval – Amend 20CP04 to Add Funds to Sidewalk Safety Repair Program – DPW
8. Approval – Amend 25CP02 to Add Funds to Programmatic Building Management System Upgrades – DPW
9. Approval – Authorize 26CP01 for Putnam Valley Senior Center Renovations to Maintain a State of Good Repair – DPW

- 10. Approval – Budgetary Transfer 26T096 – DPW – Fund Capital Projects 20CP04, 25CP02 & 26CP01 (Items #7-#9)**
- 11. Approval – Budgetary Amendment 26A027 – DPW – Fund Costs of Bridge 5 Project along Maybrook Bikeway – Village of Brewster**
- 12. Approval – Budgetary Amendment 26A029 – DPW – Fund SWIMS (Statewide Investment in More Swimming) Grant Program**
- 13. Approval – Local Law to Amend Chapter 25, Article IV Entitled “Veterans Memorial Park Advisory Board” (Incorporating suggestions made at Public Hearing)**
- 14. Approval – Putnam County Veterans Memorial Park – Amendment of Fee Schedule**
- 15. Resolution in Support of Putnam County’s Use of WQIP (Water Quality Improvement Program) Funds for Years 11-15 of Stormwater Retrofit Program for East of Hudson Watershed Corporation**
- 16. Other Business**
- 17. Adjournment**

PHYSICAL SERVICES COMMITTEE MEETING
HELD IN ROOM #318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512

#301

Members: Chairman Ellner and Legislators Crowley & Jonke

Monday November 17, 2025
(Immediately following the Health Mtg. beginning at 6:00pm)

The meeting was called to order at 6:50pm by Chairman Ellner who requested Legislator Montgomery lead in the Pledge of Allegiance. Upon roll call Legislators Crowley and Jonke were absent and Chairman Ellner was present. Chairman Ellner requested Legislator Montgomery sit on the Committee.

Item #4 – Acceptance of Minutes – September 25, 2025

The minutes were accepted as submitted.

Item #5 – Presentation – Hudson Valley Regional Council – County-Level Climate Adaption and Resilience Plan

Commissioner of Planning, Development and Public Transportation Barbara Barosa introduced Sofia DiTommaso, Resilience and Adaptation Coordinator with the Hudson Valley Regional Council (HVRC), who has been assisting the County put together their Climate Adaptation and Resilience Plan.

Ms. DiTommaso provided an overview of HVRC. She stated the collaboration between Putnam County and HVRC is to work toward New York State Climate Smart Silver Certification. She stated in order to achieve Silver Certification three (3) Climate Smart actions will be completed: creating a climate vulnerability assessment, writing a climate adaptation plan, and evaluating policies for climate resilience. She stated the purpose of these actions is to understand and evaluate existing resiliency progress and gaps in the County, to assess and analyze climate hazards facing the County, to assess vulnerability assets to these hazards, and to craft tangible strategies to address these hazards and their impacts. She stated by identifying the possible hazards it allows the County to better prepare and become a more resilient community. She stated the first two (2) actions should be completed by Winter 2026 and in Spring 2027 the work will begin on the climate adaptation plan, which should be completed by early summer 2027 with ample time for community feedback. She stated in order to get credit through the Climate Smart Communities Program the plan will need to be formally adopted by the County. She stated completing these actions will not only increase Putnam County's progress toward Silver Certification, it will help position the County to be competitive for grant funding.

Legislator Montgomery stated she is excited to begin working on this program. She stated Putnam County has come a long way and HVRC has been assisting the County

from the beginning. She stated the County is embarking on its five (5) year hazard mitigation plan with the Bureau of Emergency Services as well. She questioned if any of that information will be pulled for this purpose as well.

Ms. DiTommaso stated that existing draft of the hazard mitigation plan has been a really valuable resource so far and conversations have begun about staying informed throughout that process as well.

Legislator Sayegh stated the County has a come a long way and there were already many projects in place that coincided with the Climate Smart certification. She thanked Legislator Montgomery for bringing this to the Legislature originally.

Item #3 – Chairman’s Report

Chairman Ellner stated the Administration sent an updated resolution for inclusion in the Agricultural District. He stated in looking into it, he determined that the Agriculture and Farmland Protection Board did not provide any input, therefore he did not include it on this evening’s agenda.

Item #6 – Approval – Budgetary Amendment 25A108 – Accepting Donation for Sybil Ludington Statue Restoration

Legislator Sayegh thanked the Whipple Foundation for the Preservation of Putnam County for this donation.

Chairman Ellner made a motion to pre-file the necessary resolution; Seconded by Legislator Montgomery. All in favor.

Item #7 – Approval – Budgetary Amendment 25A111 – Putnam Golf – Fund Account for Projected Golf Activity through Year End

Chairman Ellner made a motion to pre-file the necessary resolution; Seconded by Legislator Montgomery. All in favor.

Item #8 – Approval – Notice of Intent to Act as Lead Agency for SEQR Review – Tilly Foster Farm Conservation Easement Amendment – Planning Dept.

Commissioner Barosa stated this will begin a SEQR (State Environmental Quality Review) Review and the Legislature would act as lead agency.

Andrew Negro, Outside Counsel, stated he has been working with the Department of Public Works to amend the conservation easement the Watershed Agricultural Council (WAC) has over Tilly Foster Farm. He stated the County amended this easement previously to change some of the use areas at the Farm and they are working with WAC to do that again. He stated they are looking to expand the municipal area, allowing the County to have more uses. He stated there is about 130 acres of land that would be

included in the WAC easement as a resource protection area and there is a Watershed tributary that runs from Lake Carmel, parallel to John Simpson Road down into the Middlebranch Reservoir, which will help water quality and all parties are in favor. He stated this amendment benefits all parties, which has made it a smooth process.

Legislator Montgomery questioned what an Acceptable Development Area (ADA) is.

Mr. Negro stated the easement on the Farm is broken down into different use areas and one of the use areas is the ADA, another one is MADA (Municipal Acceptable Development Area). He stated the easement itself has certain enumerated uses in those different use areas. He stated the ADA and MADA will be enlarged in exchange for adding the other property.

Legislator Montgomery questioned if there is a specific purpose for enlarging the ADA and MADA.

Mr. Negro stated the enlarged area would enhance the existing use, such as events or concerts held there. He stated the County will have more flexibility and it will be easier for WAC to administer.

Legislator Montgomery stated she hesitates utilizing the Farm as a venue for large events. She stated she would be interested to see the allowable uses for an ADA and MADA.

Mr. Negro stated WAC is a steward of the agreement and will not allow the County to do anything in excess of what is permitted in the easement. He stated he can provide the text of the easement which includes the allowable uses.

Legislator Montgomery questioned if WAC would allow hunting on that property being added.

Mr. Negro stated WAC does not allow hunting.

Legislator Sayegh clarified that the ADA is being expanded by 2.8 acres and in exchange, 131 acres is being added as protected area. She stated this is a great educational facility and she is in favor of expanding the footprint.

Mr. Negro stated that is correct.

Legislator Addonizio requested clarification on the flexibility that will result from this amendment.

Mr. Negro stated the MADA is the least restricted use area and the ADA is the second least restricted, so by expanding those areas the use in general becomes less restrictive.

Legislator Addonizio questioned if another building could be built.

Mr. Negro stated no, there are still development restrictions within those areas. He stated this is a procedural resolution for the County to begin the SEQR process and he will be back before the Legislature with a more detailed presentation.

Legislator Montgomery questioned if public would be able to fish on the property where the tributary is.

Mr. Negro stated yes, fishing is permitted with a license.

Legislator Ellner questioned if there is a future projection that initiated this.

Commissioner Barosa stated this will alleviate some current concerns and make the oversight for WAC easier.

Legislator Ellner made a motion to pre-file the necessary resolution; Seconded by Legislator Montgomery. All in favor.

Item #9 – Approval – Notice of Intent to Act as Lead Agency for SEQR Review – Donald B. Smith Campus Site Improvements – Planning Dept.

Commissioner Barosa stated this will initiate an environmental review of external improvements to the Donald B. Smith campus for parking, drainage, and sidewalks.

Chairman Ellner made a motion to pre-file the necessary resolution; Seconded by Legislator Montgomery. All in favor.

Item #10 – Approval – Support Continuing the Putnam County Parking and Transfer Program and the Intercity Bus/Mass Transportation Joint Service Agreement to Operate the Croton Falls Shuttle and Park & Ride Facilities – Planning Dept.

Commissioner Barosa stated this is funded by New York State and this contract is the funding mechanism for the shuttle and the County is reimbursed for the Park & Ride maintenance. She stated the total amount is \$375,000.

Chairman Ellner made a motion to pre-file the necessary resolution; Seconded by Legislator Montgomery. All in favor.

Item #11 – Approval – Grant Application – Office for Senior Resources – Federal Transit Administration Section 5310 Funding – Six Buses to Replace Aging Fleet & Route Assistance Software – 20% County Match

Director of the Office for Senior Resources Marlene Barrett stated this grant is for six (6) buses and the County has a 20% match, which is about the cost of one (1) bus.

Chairman Ellner made a motion to pre-file the necessary resolution; Seconded by Legislator Montgomery. All in favor.

Item #12 – Approval – Grant Application – Community Resiliency, Economic Sustainability, and Technology Program – Sybil Ludington Statue Restoration Project – Senator Pete Harckham – No County Match – Planning Dept.

Commissioner Barosa stated this grant is in the amount of \$50,000 to restore the Sybil Ludington statue.

Legislator Sayegh questioned if there is an estimated cost of restoring the statue.

Commissioner of General Services John Tully stated a Request for Proposals went out and the two (2) that came in are in the evaluation process.

Legislator Montgomery thanked Senator Harckham for securing this funding.

Chairman Ellner thanked County Historian Jen Cassidy as well for identifying this grant.

Chairman Ellner made a motion to pre-file the necessary resolution; Seconded by Legislator Montgomery. All in favor.

Item #13 – Adoption – SEQRA Negative Declaration – Approval – Site Lease Agreement – Approval – Land Use Zoning Exemption for the Facility – E911 Tower – Town of Philipstown

Commissioner Barosa stated the Legislature approved an environmental review in 2024 and since that time a great deal of work has gone into this project. She stated there were no identified environmental impacts.

Chairman Ellner made a motion to pre-file the necessary resolution; Seconded by Legislator Montgomery. All in favor.

Item #14 – Approval – Request NYS Legislature to Introduce Alienation Legislation – Parkland Alienation for E911 Tower – Town of Philipstown Tax Map – Planning Dept.

Mr. Negro stated agenda items #13, #14, and #15 pertain to the same project. He stated the County is leasing a portion of property to construct an emergency services tower. He stated that property is encumbered by a conservation easement held by the Hudson Highlands Land Trust (HHLT). He stated in order for the Town of Philipstown to lease this property to the County, they had to get a waiver from HHLT in order to comply with the conservation easement. He stated in exchange, the Town is donating 2.6 acres of property to OSI, an environmental conservation entity. He stated the approval for the

alienation from the State is necessary because they are parkland or open space.

Chairman Ellner made a motion to waive the rules and accept the revised resolution; Seconded by Legislator Montgomery. All in favor.

Legislator Montgomery stated this is a long process to enhance the emergency services in Putnam County. She thanked everyone involved.

Chairman Ellner made a motion to pre-file the necessary resolution; Seconded by Legislator Montgomery. All in favor.

Item #15 – Approval – Transfer of Certain Real Property Owned by the County of Putnam to Hudson Highlands Land Trust – Memorandum of Understanding – E911 Tower – Town of Philipstown – Planning Dept.

Chairman Ellner made a motion to pre-file the necessary resolution; Seconded by Legislator Montgomery. All in favor.

Item #16 – Approval – Authorizing the Implementation and Funding in the First Instance 100% of the Federal-Aid and State-Aid Eligible Costs of a Transportation Federal Aid and/or State-Aid Transportation Project and Appropriating Funds Therefore – Culvert Replacement in Carmel and Patterson – PIN 8762.97

Deputy Commissioner of Department of Public Works Joe Bellucci stated this is the appropriation of funding for the culverts to be done in Mahopac and Patterson. He stated this is 80% reimbursable from the Federal Government with potential for another 15% reimbursement from State Marchiselli funds.

Chairman Ellner made a motion to pre-file the necessary resolution; Seconded by Legislator Montgomery. All in favor.

Item #17 – Update – 34 Gleneida Avenue – Commissioner of Dept. of General Services John Tully

Commissioner Tully stated there are currently no offers on the property, there were recently some made but they have fallen through.

Chairman Ellner stated he is aware that an offer made was well below what was offered in the past.

Commissioner Tully stated there are some restrictions, one being that the offers will be for the property “as is” with no additional requests and as close to the listing price of \$600,000 as possible. He stated the appraisal done was about \$630,000.

Legislator Sayegh stated the property was always listed “as is”. She questioned when

the last appraisal was done.

Commissioner Tully stated despite it being listed that way some offers were made with contingencies. He stated the realtor believes the comps used for the appraisal are no longer valid and because the property is so unique the market will dictate the price.

Chairman Ellner stated he would like to get this property back on the tax rolls. He stated he has been made aware that parking is an issue, perhaps the property would be more attractive with an easement to use the Courthouse entrance to park in the small lot.

Legislator Montgomery questioned if the property should be taken off the market for County use since it is not selling.

Commissioner Tully stated he can bring that suggestion to the Administration.

At 7:45pm Chairman Ellner made a motion to go into executive session to discuss confidential details related to the sale of County property; Seconded by Legislator Montgomery. All in favor.

At 7:46pm Chairman Ellner made a motion to come out of executive session; Seconded by Legislator Montgomery. All in favor. No action was taken.

Chairman Ellner explained this would be discussed during executive session at the end of the meeting.

Item #18a. – Other Business – Proposed Changes to Agricultural District Inclusion

Chairman Ellner made a motion to waive the rules and accept the other business; Seconded by Legislator Montgomery. All in favor.

Chairman Ellner stated the changes have been sent to Legislative Counsel for review.

Cassandra Roth, Agricultural and Farmland Protection Board member and Chair of the Soil & Water Board, stated the Agricultural and Farmland Protection Board (Ag Board) has not weighed in on any draft pertaining to Agricultural District Inclusion criteria that has come before the Legislature. She stated the Ag Board has been working on the application and changing what they look for when they do site visits. She stated she submitted the draft this evening to clarify things that have been overlooked or unclear in the past. She stated there has been confusion over what the Ag Board can and cannot do.

Chairman Ellner stated there is a lot of confusion and he is happy to see work being done to provide some clarity. He stated he is willing to hold a Special Physical Services Committee Meeting if necessary to get this done before his term ends.

Legislator Montgomery stated the role of the Ag Board is to create agricultural policy for the County. She stated she believes the Ag Board is governed only by State law. She stated she is looking forward to reviewing this resolution.

Legislator Sayegh disagreed. She stated the Ag Board is an advisory board to the Legislature. She stated the Ag Board would need to comply with a procedure adopted by the Legislature.

Ms. Roth stated the Ag Board cannot make policy, however they are a great resource in forming policy through the County.

Senior Deputy County Attorney Abissi stated the challenge is that the County should not be reinventing the wheel. She stated there is language used in the State, which can be confusing, however if the County changes that language it could be duplicating policy.

Commissioner Barosa stated the Ag Board has the opportunity to comment on the policy, it was uploaded via Sharepoint and there were no comments from Board members.

Legislator Addonizio questioned if there is a time constraint.

Commissioner Barosa stated it would be best to be in place before the next inclusion period in April 2026.

Legislator Montgomery recognized the work that has gone into this and thanked everyone involved.

Item #18b. – Other Business – Constituent Concern

Chairman Ellner made a motion to waive the rules and accept the other business; Seconded by Legislator Montgomery. All in favor.

At 8:02pm Legislator Ellner made a motion to go into executive session to discuss confidential topics in item #17 and #18b; seconded by Legislator Montgomery. All in favor.

At 8:29pm Legislator Ellner made a motion to come out of executive session; seconded by Legislator Montgomery. All in favor. No action was taken.

Item #19 – Adjournment

There being no further business at 8:30pm, Chairman Ellner made a motion to adjourn; Seconded by Legislator Montgomery. All in favor.

Respectfully submitted by Deputy Clerk Beth Robinson.

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AGENDA PHYSICAL SERVICES COMMITTEE TO BE HELD IN ROOM #318 PUTNAM COUNTY OFFICE BUILDING CARMEL, NEW YORK 10512

Members: Chairman Ellner and Legislators Crowley & Jonke

Monday

November 17, 2025

(Immediately following the Health Mtg. beginning at 6:00pm)

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Chairman's Report**
- 4. Acceptance of Minutes – September 25, 2025**
- 5. Presentation – Hudson Valley Regional Council – County-Level Climate Adaption and Resilience Plan**
- 6. Approval – Budgetary Amendment 25A108 – Accepting Donation for Sybil Ludington Statue Restoration**
- 7. Approval – Budgetary Amendment 25A111 – Putnam Golf – Fund Account for Projected Golf Activity through Year End**
- 8. Approval – Notice of Intent to Act as Lead Agency for SEQR Review – Tilly Foster Farm Conservation Easement Amendment – Planning Dept.**
- 9. Approval – Notice of Intent to Act as Lead Agency for SEQR Review – Donald B. Smith Campus Site Improvements – Planning Dept.**
- 10. Approval – Support Continuing the Putnam County Parking and Transfer Program and the Intercity Bus/Mass Transportation Joint Service Agreement to Operate the Croton Falls Shuttle and Park & Ride Facilities – Planning Dept.**

#3(c)

PHYSICAL SERVICES COMMITTEE
HELD IN ROOM #318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512

Members: Chairman Ellner and Legislators Crowley & Jonke

Tuesday December 9, 2025
(Immediately following the Personnel & Protective Mtgs. beginning at 6:00pm)

The meeting was called to order at 6:16pm by Chairman Ellner who requested Legislator Jonke lead in the Pledge of Allegiance. Upon roll call Legislators Crowley and Jonke and Chairman Ellner were present.

Item #3 – Chairman’s Report

Chairman Ellner stated he requested representatives from the Administration attend this evening to discuss the sale of County property, however none were available. He stated it has come to his attention that offers are being made and the Legislature is not being notified of those offers. He stated according to a memorandum from County Attorney Compton Spain to the Legislature which outlined the proper process, offers are to be sent to the Physical Services Committee, Legislative Counsel, Legislative Clerk, and County Executive after review by the County Attorney’s Office. He stated he would like to make sure that the Legislature receives all offers moving forward and will be sending a memorandum requesting so.

Item #4 – Approval – Budgetary Amendment 25A120 – Planning – Fund Account for Section 5307 Program Funds

Commissioner of Planning, Development, and Public Transportation Barbara Barosa stated this is a detailed transfer. She stated the funding is approved as a placeholder to then be adjusted once negotiations with NYMTC (New York Metropolitan Transportation Council) are complete, which this budgetary amendment accomplishes. She stated the funding is being moved from the placeholder accounts to the project account.

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

Item #5 – Approval – Budgetary Amendment 25A122 – Finance – Consolidate & Adjust UPWP Accounts to Reflect Actual Allocations

Commissioner Barosa stated the UPWP (Unified Planning Work Program) is established by NYMTC and reimburses the County for work done on NYMTC’s behalf. She stated discretionary projects are also able to be done. She stated this is rectifying the account to actuals.

Legislator Sayegh questioned if the unused funds can be recycled somehow.

Commissioner Barosa stated a request could be made to roll over unused funds.

Chairman Ellner made a motion to pre-file the necessary resolution; Seconded by Legislator Jonke. All in favor.

Item #6 – Approval – Fund Transfer 25T454 – Dept. of Public Works – Replace Trusses on Animal Shelter Building – Tilly Foster Farm

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

Item #7 – Approval – Authorizing Lease Agreement – Special Victim’s Unit Facility – 20 Fair Street, Carmel

Sheriff Brian Hess stated this is a great program and this space allows victims of domestic violence or abuse to be interviewed in a more comfortable and compassionate environment rather than a police facility.

Chairman Ellner requested clarification as to why the amount is redacted in the resolution.

Senior Deputy County Attorney Heather Abissi stated the contract has not yet been signed.

Legislator Jonke stated he was opposed to selling this property years ago because it is on the campus of County facilities. He stated shortly after selling the property, the Sheriff’s Office rented the space back. He stated similarly, a use could be found for 34 Gleneida Avenue which is also on the campus.

Legislator Crowley stated she is in favor of this however she is taken aback that it is on the agenda the way it is. She stated she does not believe the address should be public information because of its use. She stated it is her hope that we can be more discreet about these things in the future.

Legislative Clerk Diane Trabulsy stated the office questioned if the address should be listed and found it can be. She stated it was also listed on resolution #110 of 2022 therefore that precedent was followed here.

Legislator Jonke questioned who negotiates the amounts.

Senior Deputy County Attorney Abissi stated contracts are negotiated by the Executive branch and she would assume they are done in conjunction with the respective department.

Legislator Jonke stated the escalation is way too high for this lease.

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

Item #8 – FYI – Fund Transfer 25T446 – Dept. of Public Works – Cover Automotive Supplies Expenses through Year End – Duly Noted

Item #9 – FYI – Fund Transfer 25T447 – Dept. of Public Works – Cover Automotive Repair & Towing through Year End – Duly Noted

Item #10a. – Other Business – Discussion – Approval – Agriculture District Inclusion Criteria

Chairman Ellner made a motion to waive the rules and accept the other business; Seconded by Legislator Jonke. All in favor.

Chairman Ellner stated this is a draft resolution pertaining to inclusion criteria to the Agriculture District (Ag District). He stated members of the Agricultural and Farmland Protection Board (Ag Board) have contacted him about their input and they have outlined concern with the list contained in the second Resolved clause, specifically #7 “Whether the parcel is within or adjacent to a Critical Environmental Area or a sensitive natural resource” and #9 “Whether farm operations follow agricultural Best Management Practices as defined in Agriculture & Markets Law §150(4).”

Senior Deputy County Attorney Abissi stated both #7 and #9 are statutory requirements and are not subject to change. She stated in 1988 the Great Swamp was designated as a Critical Environmental Area, which makes this apply directly to Putnam County.

Legislator Sayegh questioned how a Critical Environmental Area is defined and if that definition could be cited in our resolution.

Senior Deputy County Attorney Abissi stated it is defined in the law and yes, the resolution can be revised to cite that definition.

Commissioner Barosa stated New York State Department of Environmental Conservation identifies and designates Critical Environmental Areas and they have a map showing those areas.

Senior Deputy County Attorney Abissi stated she would happy to add any additional areas to the resolution.

Legislator Crowley stated she wanted to make sure what is written in #10 under the second Resolved clause was correct. She stated it speaks the status of the farm at the time of inspection and if a violation is issued after inspection it should not disqualify the farm from inclusion. She stated if a property has a violation at inspection and they fix it, the law states the property cannot become retroactively compliant.

Senior Deputy County Attorney Abissi stated New York State has taken the position that Putnam County has the right to govern their own Ag District. She stated while they will provide opinions and guidance when asked, they recognize Putnam County is unique in its small size so they do not want the County to be unduly restrictive either. She stated that being said, the applicant is responsible for clearing any violations before applying. She stated it is up to the County to accept an applicant who has issued a violation during inspection and then corrected the issue.

Legislator Crowley stated that was her concern, she would not want to create a retaliatory situation.

Senior Deputy County Attorney Abissi stated these were structured as factors and left within the discretion of the Ag Board to determine these factors and what relative weight to give them. She stated these are not criteria; they are factors. She stated if the Legislature wanted to require that the applicants are free of violations, that can be added.

Legislator Crowley stated #11 says "Whether notice has been provided to adjacent landowners of the applicant's intention to seek inclusion of the specified parcel in the Ag District." She questioned if this is required.

Senior Deputy County Attorney Abissi stated it is in the County's best interest for notice to be provided to adjacent landowners because there is an easement of their property of 500 feet. She stated that is being satisfied through the public notice issued by the County.

Legislator Crowley questioned why it is included if not required.

Senior Deputy County Attorney Abissi stated these are phrased in the "whether" because they are factors; not requirements.

Legislator Crowley suggested making these items part of the application and having the applicant check "yes" or "no" to each.

Senior Deputy County Attorney Abissi stated there would be no basis to include it on the form without being passed via the resolution. She stated this resolution provides the Ag Board with the Legislature's intentions and what they would like to see.

Legislator Montgomery stated the word "adjacent" is difficult because properties that may not be adjacent to another may still be affected.

Senior Deputy County Attorney Abissi stated those property owners would have an opportunity to speak at the public hearing.

Legislator Montgomery stated she believes towns have another layer of Critical Environmental Area or Sensitive Natural Resource that would affect this as well.

Senior Deputy County Attorney Abissi stated she will work with Commissioner Barosa to gather that information which can be attached to the resolution as "Schedule A".

Legislator Montgomery requested clarification about the County's ability to identify factors to guide the Ag District reviews; she believes Counties cannot create new thresholds.

Senior Deputy County Attorney Abissi stated this is one of the few areas of law where the County is allowed to pre-empt New York State law. She stated in Putnam, we have chosen to largely be guided by New York State law, which is a more conservative approach. She stated that is why this was structured as factors rather than requirements.

Legislator Montgomery stated she would like to do more research. She stated our job is to protect viable farmland and prevent unreasonable restrictions on agriculture and to never again find ourselves in court defending actions that were never within our authority in the first place. She stated she is in favor of this resolution and hopes it will move forward this evening.

Legislator Crowley stated regarding the third to last Resolved clause, she suggested clarifying that denial for inclusion was decided by the Ag Board.

Cassandra Roth, member of the Agricultural and Farmland Protection Board stated her appreciation for Senior Deputy County Attorney Abissi's assistance. She stated other counties do not have a resolution outlining their guidelines. She stated the Ag Board was created as a resource for farmers to be able to mediate and come to a reasonable resolution for neighbors in concert with agricultural practices. She stated she is comfortable with the resolution, although it is long.

Brett Yarris, resident of Carmel, stated this resolution puts the responsibility onto the Ag Board where it belongs. He stated the Ag Board is a volunteer advisory board, which provides advice to the Legislature in their decision-making process. He stated this resolution provides the Ag Board with the criteria that everyone is comfortable with.

Legislator Montgomery thanked Commissioner Barosa, Cassandra Roth, Brett Yarris, and Senior Deputy County Attorney Abissi for their work on this.

Legislator Crowley thanked everyone involved in this process.

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

Item #11 – Adjournment

There being no further business at 7:09pm, Legislator Crowley made a motion to adjourn; Seconded by Legislator Jonke. All in favor.

Respectfully submitted by Deputy Clerk Beth Robinson.

THE PUTNAM COUNTY LEGISLATURE

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5. Approval – Budgetary Amendment 25A122 – Finance – Consolidate & Adjust UPWP Accounts to Reflect Actual Allocations
6. Approval – Fund Transfer 25T454 – Dept. of Public Works – Replace Trusses on Animal Shelter Building – Tilly Foster Farm
7. Approval – Authorizing Lease Agreement – Special Victim's Unit Facility – 20 Fair Street, Carmel
8. FYI – Fund Transfer 25T446 – Dept. of Public Works – Cover Automotive Supplies Expenses through Year End
9. FYI – Fund Transfer 25T447 – Dept. of Public Works – Cover Automotive Repair & Towing through Year End
10. Other Business
11. Adjournment

#3(s)

PHYSICAL SERVICES COMMITTEE
HELD IN ROOM #318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512

Members: Chairman Gouldman and Legislators Regan & Sayegh

Tuesday March 10, 2026
(Immediately following the Rules Mtg. beginning at 6:00pm)

The meeting was called to order at 9:10pm by Chairman Gouldman who led in the Pledge of Allegiance. Upon roll call, Legislators Regan and Sayegh and Chairman Gouldman were present.

Item #3 – Acceptance of Minutes – October 8, 2025 Budget Meeting

The minutes were approved as submitted.

Item #4 – Approval – Budgetary Amendment 26A016 – Finance – Change Funding Source of DSS Security Capital Project from Borrowed Funds to Capital Projects Reserve

Commissioner of Finance William Carlin stated 2025 was a strong year therefore the County does not need to borrow.

Chairman Gouldman made a motion to pre-file the necessary resolution; Seconded by Legislator Regan. All in favor.

Item #5 – Approval – Budgetary Transfer 26T039 – General Services – Vehicle GPS System for County Vehicles

Commissioner of the Department of General Services John Tully stated he came before the Legislature last year to begin this project and this funding will now allow them to apply it to the rest of the fleet.

Director of IT/GIS Thomas Lannon stated this project places GPS and cameras in County vehicles allowing their locations to be tracked. He stated this will be beneficial to our insurance and since it is installed on the onboard computer the mechanics will have diagnostic information.

Legislator Sayegh questioned the fiscal impact.

Commissioner Tully stated this was proposed before recent events that are affecting oil prices right now. He stated he believes the budget should be enough to cover and if anything changes he will come before the Legislature to address it at that time.

Legislator Sayegh questioned why this was not included in the budget for this year if it is a continuation of the program.

Commissioner Tully stated the exact amounts and vehicles were unknown. He stated the 2026 budget was based on the activities of 2025 and we began 2026 in much better shape than 2025 so there is enough budgeted to cover the program at this point.

Director Lannon stated the GPS has always been in place and was being paid for through the radio system however the new radio system cannot support the GPS therefore the money that was going toward that is now being used toward this new system.

Legislator Regan questioned if this fund transfer is for equipment rentals.

Director Lannon stated that is correct, the County has a contract through Verizon and the equipment will be refreshed when needed.

Legislator Regan questioned if coverage is throughout the whole County.

Director Lannon confirmed it is.

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

Item #6 – Approval – Conveyance of Certain County Property to the Town of Carmel – Carmel Tax Map #64.7-1-5

Deputy Commissioner of the Department of Public Works Joseph Bellucci stated this parcel is adjacent to a project being done in the Town of Carmel and will be used to create a staging area and access to storage.

Legislator Sayegh stated Carmel Town Supervisor Michael Cazzari brought this to her in the beginning of the year hoping the County could take quick action on it. She stated she is glad to see this moving forward so the work can begin.

Legislator Crowley stated her appreciation to DPW and the Law Department for moving this forward quickly.

Commissioner Carlin stated this is a long-owned County property that has been designated as Section 8 so there is no tax write off and no fiscal impact to the County.

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

Item #7 – Approval – Planning Department – Ratification of Application for 2026 Grant Funds Available through the New York State County Infrastructure Program

Commissioner of Planning Barbara Barosa stated this is an annual grant opportunity that only the County is eligible to apply for. She stated the intention of the grant program is to encourage housing development, economic development, and tourism; however the emphasis is on housing. She stated the State is offering \$500,000 for economic development or tourism projects and they are offering \$1 million for housing development projects leading to the creation of 10 housing units. She stated the County applied for this funding last year and was successful in being granted \$500,000 for the Route 311 and Terry Hill project in relation to Patterson Crossing. She stated this opportunity came to the County from the Town of Carmel as they were interested in having the County sponsor this project for private housing by a private developer. She stated the County projects were vetted to see if any of them could be eligible for this funding, however none were. She stated County Executive Byrne has agreed that the County could sponsor the application for this private developer. She stated the project is 40 market rate housing townhouses in the Town of Carmel.

Chairman Gouldman made a motion to waive the rules and accept the additional;
Seconded by Legislator Regan. All in favor.

Commissioner Barosa stated the additional information submitted was her response to questions posed by Legislator Birmingham. She reviewed some of the information in her memorandum; the letter of intent was submitted last week to meet the deadline of 4 weeks before the application deadline of April 1, 2026. She stated Empire State Development approved that letter of intent. She stated this project is referred to by the town as Carmel Residential Housing Project and it is also referred to as the Albano Housing Project. She stated the grant required a non-NYS match of 50% therefore \$2 million would need to be expended by the developer and \$1 million would be reimbursed. She stated there would be no cost to the County and the developer has agreed to have a grant writer write this so County staff time would not be used. She stated this funding would go toward necessary roadway and drainage improvements. She stated the roadway will eventually be turned over to the Town.

Legislator Sayegh questioned if the infrastructure work would be done before the building of the units.

Commissioner Barosa stated the Town Planning Board approved the infrastructure work.

Legislator Sayegh stated her hope that this housing will entice younger people to stay or move to Carmel.

Legislator Birmingham thanked Commissioner Barosa for this information. He requested clarification on where the improvements will be taking place because only Counties can apply for this funding.

Commissioner Barosa the County would be sponsoring the application on behalf of the developer. She stated the infrastructure will be turned over to the Town so their approval is necessary. She stated similar projects have been done this way in the past.

Legislator Montgomery stated housing is needed here and she loves the concept of the County passthrough money to create these opportunities for the Towns. She stated this specific project does not create housing for young people. She stated it is unfortunate that the Town did not make a requirement that a small number of units be made affordable. She stated these units were approved for \$650,000 per unit. She stated allocating a certain number of affordable units provides opportunity for our residents to stay in Putnam or for people to move into Putnam.

Legislator Regan questioned if there are any caveats to this grant. He requested clarification of the County's involvement in this process if the road is being turned over to the Town.

Commissioner Barosa stated the County is the only eligible applicant for the funding.

Legislator D'Angelo questioned if there are any other projects to be recommended for this funding.

Commissioner Barosa stated the County projects were reviewed and there is nothing shovel-ready and eligible for these funds.

Legislator D'Angelo stated as a young person who is in the market to buy a home he sees that these units are a step in the right direction.

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

Item #8 – Discussion – Update on 34 Gleneida Avenue

Senior Deputy County Attorney Heather Abissi stated any discussion pertaining to the substance of the offers should be had in executive session.

Legislator D'Angelo questioned if anything is being voted on this evening or if this is solely for discussion.

Chairman Gouldman stated it is on the agenda for discussion.

Legislator Sayegh stated she would like to discuss these offers in detail.

At 9:30pm Chairman Gouldman made a motion to go into executive session to discuss confidential real estate offers; Seconded by Legislator Sayegh. All in favor.

At 10:21pm Chairman Gouldman made a motion to come out of executive session; Seconded by Legislator Sayegh. All in favor.

No action was taken.

Item #9 – Other Business – None

Item #10 – Adjournment

There being no further business at 10:22pm, Chairwoman Gouldman made a motion to adjourn; Seconded by Legislator Regan. All in favor.

Respectfully Submitted by Deputy Clerk Beth Robinson.

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue

Carmel, New York 10512

Phone (845) 808-1020 • Fax (845) 808-1933

putcoleg@putnamcountyny.gov

Daniel G. Birmingham *Chairman*
William Gouldman *Deputy Chair*
Diane Trabulsy *Clerk*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Jake D'Angelo	Dist. 5
Thomas Regan Jr.	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**

Members: Chairman Gouldman and Legislators Regan & Sayegh

Tuesday

March 10, 2026

(Immediately following the Rules Mtg. beginning at 6:00pm)

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Acceptance of Minutes – October 8, 2025 Budget Meeting**
- 4. Approval – Budgetary Amendment 26A016 – Finance – Change Funding Source of DSS Security Capital Project from Borrowed Funds to Capital Projects Reserve**
- 5. Approval – Budgetary Transfer 26T039 – General Services – Vehicle GPS System for County Vehicles**
- 6. Approval – Conveyance of Certain County Property to the Town of Carmel – Carmel Tax Map #64.7-1-5**
- 7. Approval – Planning Department – Ratification of Application for 2026 Grant Funds Available through the New York State County Infrastructure Program**
- 8. Discussion – Update on 34 Gleneida Avenue**
- 9. Other Business**
- 10. Adjournment**

THOMAS FEIGHERY
COMMISSIONER OF PUBLIC WORKS



*cc All
Phys*

Reso

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

#4

MEMORANDUM

TO: Daniel Birmingham, Chair of the Legislature
FROM: Thomas Feighery, Commissioner of Public Works
CC: William Gouldman, Chair of Physical Services Committee
DATE: March 31, 2026
RE: Peekskill Hollow Rd Culvert over Wicopee Brook – PIN 8762.76
Waiver pursuant to Section 169-6 of the Putnam County Cod

Thomas Feighery

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

2026 MAR 31 PM 2:08

The Department of Public Works desires to replace the Peekskill Hollow Road (CR-21) culvert at Wicopee Brook because the existing culvert is in poor condition. The County has designated this portion of CR-21 as historic (Chapter 169).

Per Chapter 169-6, this proposed work requires a Certificate of Appropriateness from the County Legislature.

The project will include adding 4 foot wide shoulders where there are none, consistent with NYSDOT design criteria for rural arterials, and improving the safety of the road.

The Department of Public Works respectfully requests to add the above-referenced matter to the upcoming Physical Services Committee Meeting agenda on April 23, 2026. Thank you.

cc: Joe Bellucci, Deputy Commissioner of Public Works
Diane Trabulsy, Clerk

APPROVAL/HISTORIC ROAD PRESERVATION CERTIFICATE OF APPROPRIATENESS/
PEEKSKILL HOLLOW ROAD CULVERT OVER WICCOPEE BROOK, PUTNAM VALLEY

WHEREAS, the County was previously awarded a competitive grant from the NYS Department of Transportation for the replacement of certain culverts, including the Peekskill Hollow Road (CR-21) culvert over Wiccopee Brook in the Town of Putnam Valley; and

WHEREAS, the Department of Public Works is desirous of progressing the replacement of the Peekskill Hollow Road (CR-21) culvert over Wiccopee Brook (the "Project"); and

WHEREAS, the Project is located within a portion of Peekskill Hollow Road (CR-21) which was previously designated as historic and subject to the provisions of Chapter 169 of the Putnam County Code ("Historic Road Preservation"); and

WHEREAS, the road along the existing culvert has two 10-foot traveled lanes with approximately 1-foot wide shoulders; and

WHEREAS, the Project will consist of replacing the existing culverts and per the standards contained in the NYSDOT Design Criteria for Rural Arterials (Highway Design Manual Exhibits 2-3, 7-4, and 7-5), the shoulders in the project area will be widened to be four (4) feet wide; and

WHEREAS, the Project will, however, maintain the existing width of travelled lanes of Peekskill Hollow Road (CR-21); and

WHEREAS, while Chapter 169 of the Putnam County Code permits routine maintenance of historic roads, the proposed work, including the widening of the shoulders falls outside of same; and

WHEREAS, Section 169-6 of the Putnam County Code requires the issuance of a certificate of appropriateness by the Putnam County Legislature to complete the proposed work, including the widening of the shoulders to four (4) feet; and

WHEREAS, the proposed work will have a negligible impact on the historic character of the road; and

WHEREAS, the proposed work and the design criteria will improve the general safety and welfare of the traveling public; and

WHEREAS, the Commissioner of the Department of Public Works and the Commissioner of Planning, Development and Public Transportation have both reviewed the proposed project plan (a copy of which is attached hereto and made a part hereof) and recommend that the Legislature issue the requisite certificate of appropriateness to undertake the project and the proposed alterations and/or improvements; and

WHEREAS, the Putnam County Legislature has reviewed the proposed plan and the request for a certificate of appropriateness, and

WHEREAS, consistent with Section 169-6(B) of the Putnam County Code, the Legislature has considered the effects of the proposed work in altering, destroying or affecting the historic features and qualities of the road, together with the management needs of same and the general safety and welfare of the traveling public; and

WHEREAS, the Legislature has also taken into account the relationship between the results of the proposed work and the preservation of Putnam County's rich historical, cultural, environmental, scenic aesthetic and/or architectural resources; now therefore be it

RESOLVED, the Putnam County Legislature approves and hereby grants the requisite certificate of appropriateness pursuant to Section 169-6 of the Putnam County Code for the Department of Public Works to complete the Peekskill Hollow Road (CR-21) culvert project over Wiccopee Brook, including the widening of the shoulders to four (4) feet, as depicted and described in the attached project plan; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Exhibit 7-4 Minimum Lane and Shoulder Widths for Rural Highways

Critical Design Elements	Local Roads & Low-Speed Collectors that are not Truck Access Routes ¹	Arterials, Truck Access Routes ¹ , and High-Speed Collectors	Qualifying Highways ²
Travel Lane	9 ft	Low speed (<50 mph) = 10 ft High speed (≥50 mph) = 11 ft	12 ft
Shoulder ⁵	2 ft	4 ft	4 ft ³
Parking Lane	7 ft	7 ft	7 ft
Two-Way Left-Turn Lane (TWLTL)	11 ft	11 ft	12 ft
Turning Lane	9 ft	10 ft ⁴	10 ft

Notes:

1. Routes designated as Access Highways as identified in the Official Description of Designated Qualifying and Access Highways in New York State.
2. Routes designated as Qualifying Highways on the National Network (1982 STAA highways).
3. For Qualifying Highways on Rural Collectors, a 2 ft minimum shoulder width may be used if the current AADT is under 400 based on Chapter 2, Section 2.7.
4. 9 ft turn lanes may be used where design speed is less than 50 mph.
5. Refer to Chapter 2 of this manual for desirable widths.

Exhibit 7-5 Lane and Shoulder Widths for Widening Rural Highways

Design Year Volume (AADT)	Design Speed (mph)	Trucks ¹ ≥ 10%		Trucks ¹ < 10%	
		Lane Width ² (ft)	Shoulder ³ Width (ft)	Lane Width ² (ft)	Shoulder ³ Width (ft)
Two-Lane Rural Highways					
< 750	< 50	10	2	9	2
	≥ 50	11	4	10	2
750 - 2000	< 50	11	2	10	2
	≥ 50	12	5	11	5
> 2000	All	12	6	11	6
Multi-lane Rural Highways					
< 2000	< 50	11	2	10	2
	≥ 50	11	4	11	3
≥ 2000	All	12	6	11	6

Notes:

1. Trucks are defined as heavy vehicles with six or more wheels.
2. Refer to Chapter 2 of this manual for the turning and parking lane widths.
3. Minimum width shall not be less than Exhibit 7-4. Refer to Chapter 2 of this manual for desirable widths.

DESIGN CRITERIA

Exhibit 2-3 Design Criteria for Non-NHS Rural Arterials

Design Speed (mph)	Travel Lane Width (ft.) ^{1,2,3}			Maximum % Grade			Minimum Stopping Distance (ft.)	Minimum Radius Curve (ft.) e _{max} = 8%
	Design Year AADT	Level	Rolling	Mountainous				
40	AADT Under 2,000	10	11	11	5	6	8	314
45	AADT 2,000-10,000	10	11	11	5	6	7	409
50	AADT Over 10,000	11	11	12	4	5	7	521
55		11	11	12	4	5	6	651
60		11	12	12	3	4	6	800
65		11	12	12	3	4	5	971
70		11	12	12	3	4	5	1167
Notes:								
1. Width of travel lane may remain 11 ft. on reconstructed highways where crash rates are below the statewide rate for similar facilities and the route is not designated as a Qualifying Highway.								
2. Routes designated as Qualifying Highways on the National Network (1982 STAA Highways) require 12 ft. travel lanes.								
3. For bridges, refer to the <u>NYS DOT Bridge Manual</u> , Section 2. Where the Bridge Manual only furnishes roadway width, subtract the lane width on this table from the roadway width to determine the shoulder width.								
4. For turning lanes, use Exhibit 2-4 of this chapter.								
5. A 5 ft. wide shoulder is recommended where the roadway is curbed and the route is a designated bicycle route, or anticipated bicycle demand is high, and bicycles will be accommodated on the shoulder. Refer to HDM §2.6.2.1 and Exhibit 2-1a.								
Shoulder Width (ft.)³								
Undivided (Right Shoulder)	4 ft. ⁵	4 ft. ⁵	6 ft.					
Divided	Right Shoulder = 8 ft. Left Shoulder = 4 ft.							



cc All
Phys

Reso
#5

Putnam County
Department of Planning, Development,
and Public Transportation

www.putnamcountyny.com

Barbara Barosa, AICP
Commissioner

841 Fair Street
Carmel, NY 10512

Phone: (845)878-3480
Fax: (845)808-1948

MEMORANDUM

TO: Legislator Daniel G. Birmingham
Chairman, Putnam County Legislature

FROM: Barbara Barosa, AICP, Commissioner
Department of Planning, Development and Public Transportation

DATE: April 15, 2026

RE: Request for Approval to Submit Funding Application to the United States Environmental Protection Agency

Attached for your consideration is a request to approve the submittal of an application to purchase of MS4 pollution prevention equipment. The application is required to complete the award of \$2.125 million in the FY-2023 Congressional Appropriations that was appropriated to the County through the United States Environmental Protection Agency (U.S. EPA) Fiscal Year 2023 State and Tribal Assistance (STAG) program for water quality protection.

It is respectfully requested that this matter be placed on the Physical Services Committee meeting agenda for the Legislature's discussion/consideration. Thank you in advance for your consideration.

cc: William Gouldman, Chair, Physical Services Committee
Kevin M. Byrne, County Executive
Compton Spain, County Attorney
Thomas Feighery, Commissioner of Public Works
William Carlin, Commissioner of Finance

2026 APR 15 PM 3:50
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

APPROVAL/ APPLICATION FOR FY2023 EPA STAG GRANT FUNDING/ COUNTY OF PUTNAM FOR MS4 POLLUTION CONTROL

WHEREAS, the County has been appropriated \$2.125 million in the FY-2023 Congressional Appropriations through the United States Environmental Protection Agency (U.S. EPA) Fiscal Year 2023 State and Tribal Assistance (STAG) program for water quality protection; and

WHEREAS, in order to receive the funding, the County must submit an application detailing the usage of the funds; 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 requested that the FY-2023 EPA STAG funds in the amount of \$2.125 million dollars be used for the purchase of MS4 pollution prevention equipment including two Multi-use Vactor 2100i trucks, two Vacuum excavator units and two Vacall street sweepers; and

WHEREAS, there is a required 20% local match of \$531,250; and

WHEREAS, the equipment will also be made available for use to the municipalities as part of the 2025 Intermunicipal Agreement for Shared Highway Services between Putnam County and the Towns and Villages of Putnam County (Resolution #154 of 2025), further benefiting the community; and now therefore be it

RESOLVED, that Putnam County is hereby authorized and directed to file a grant application for FY-2023 EPA STAG funds in the amount of \$2.125 million dollars for MS4 Pollution Control; and be it further

RESOLVED, that the County Executive, together with the County Legislature, supports and ratifies the County's application for the MS4 Pollution control utilizing the FY-2023 EPA STAG grant funding; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.



cc: all
PHYSICAL
#6

Putnam County
Department of Planning, Development,
and Public Transportation

www.putnamcountyny.com

Barbara Barosa, AICP
Commissioner

841 Fair Street
Carmel, NY 10512

Phone: (845)878-3480
Fax: (845)808-1948

MEMORANDUM

2026 APR 16 AM 11:09
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

TO: Legislator Daniel G. Birmingham
Chairman, Putnam County Legislature

FROM: Barbara Barosa, AICP, Commissioner
Department of Planning, Development and Public Transportation

DATE: April 16, 2026

RE: Request for Approval to Submit Applications for FY27 Congressionally Directed Spending appropriations

Attached for your consideration is a request to approve the submittal of applications for FY27 Congressionally Directed Spending appropriations.

It is respectfully requested that this matter be placed on the Physical Services Committee meeting agenda for the Legislature's discussion/consideration. Thank you in advance for your consideration.

cc: William Gouldman, Chair, Physical Services Committee
Kevin M. Byrne, County Executive
Compton Spain, County Attorney
Thomas Feighery, Commissioner of Public Works
William Carlin, Commissioner of Finance

APPROVAL/RATIFICATION OF FY 2027 CONGRESSIONALLY DIRECTED SPENDING APPLICATIONS IN PUTNAM COUNTY FOR CAPITAL PROJECTS

WHEREAS, competitive funding opportunities are being offered through the United States Congress, as set forth in the recently published Congressionally Directed Spending Guidance, for which submission of applications to Senator Gillibrand's, Senator Schumer's, and Congressman Lawler's office; and

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

WHEREAS, the County was desirous to competitively seek these grant funds and submitted grant applications by the March 6, 2026 and March 22, 2026 deadlines; and

WHEREAS, funding is available through the Department of Justice for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve and include Technology & Equipment purchases including funding to support a countywide Drone as a First Responder program which is designed to reduce response times and improve decision-making for police, fire and EMS through immediate aerial situational awareness; and

WHEREAS, funding is available through Homeland Security for pre-disaster mitigation of which Lake MacGregor Dam is in need of repairs; and

WHEREAS, the County Executive and the Putnam County Legislature support the submittal of competitive funding applications in connection with a Countywide Drone as a First Responder (DFR) program for \$2.5 million federal funding, and Lake MacGregor Dam Repairs for \$500,000 federal funding; and

WHEREAS, if grant funding is awarded to the County, depending on the award and grant category, the local shared contribution from the County would be twenty (20%) percent and more; and

WHEREAS, the County will continue efforts to seek and apply for supplemental grant funding for the aforesaid Proposed Projects; now therefore be it

RESOLVED, that the County Executive, together with the County Legislature, supports and ratifies the County's applications for funding that will be submitted for FY27 federal Community Project grant competitive funding; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.

CC: AH

Prep: 4-23-26
Final: 5-5-26

Reso

JOHN TULLY
Commissioner



KEVIN M. BYRNE
County Executive

#7

DEPARTMENT OF GENERAL SERVICES
PURCHASING

MEMORANDUM

TO: Diane Trabulsy, Clerk, County Legislature

FROM: Alexis Hawley, Assistant Supervisor of Planning & Design *AH*

CC: Thomas Feighery, Commissioner, Department of Public Works
Joseph Bellucci, Deputy Commissioner, Department of Public Works
William Carlin, Commissioner, Department of Finance

DATE: April 10, 2026

RE: Physical Services – Amend 20CP04 – Sidewalk and Stair Safety Repair Program

Please approve the necessary resolution to amend and authorize adding \$50,000 to 20CP04.

20CP04 was authorized by the Full Legislature in July 2020 to fund specific and programmatic repairs and replacements to sidewalks and stairs throughout our County facility locations. Additional funding was authorized by the Full Legislature in December 2023 and October 2024 to continue this safety program.

This requested funding of \$50,000 will allow the continuation of this important program throughout our County facility locations to keep them safe and in a state of good repair.

We respectfully request your consideration.

Thank you.

2026 APR 10 PM 4:44
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

cc: All

Phip 4-23-26
Full 5-5-26

Reso

JOHN TULLY
Commissioner



KEVIN M. BYRNE
County Executive

8

DEPT. OF GENERAL SERVICES -
PURCHASING

MEMORANDUM

TO: Diane Trabulsy, Clerk, County Legislature

FROM: Alexis Hawley, Assistant Supervisor of Planning & Design *AH*

CC: Thomas Feighery, Commissioner, Department of Public Works
Joseph Bellucci, Deputy Commissioner, Department of Public Works
William Carlin, Commissioner, Department of Finance

DATE: April 10, 2026

RE: Physical Services – Amend 25CP02 – Programmatic Building Management System Upgrades

Please approve the necessary resolution to amend and authorize adding \$72,000 to 25CP02.

25CP02 was authorized by the Full Legislature in May 2025 to programmaticly upgrade the building management systems that run the mechanicals serving several of our critical operations facilities. The building management systems were prioritized at the time based on funding availability and need and the Historic Courthouse and the Correctional Facility were both upgraded under this program using the originally authorized funding.

This additional funding of \$72,000 being requested will allow the continuation of this important upgrade program at our Emergency Operations Center as the building management system at this location is now obsolete and there are no longer maintenance and support available for this legacy unit. An upgrade at this facility is critical.

We respectfully request your consideration.

Thank you.

2026 APR 10 PM 4:44
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

JOHN TULLY
Commissioner



cc: All
Phup - 4-23-26
Full - 5-5-26
KEVIN M. BYRNE
County Executive
lexo
#9

DEPARTMENT OF GENERAL SERVICES
PURCHASING

MEMORANDUM

TO: Diane Trabulsy, Clerk, County Legislature

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

CC: Thomas Feighery, Commissioner, Department of Public Works
Joseph Bellucci, Deputy Commissioner, Department of Public Works
William Carlin, Commissioner, Department of Finance

DATE: April 10, 2026

RE: Physical Services – 26CP01 – Putnam Valley Senior Center Renovations – State of Good Repair

Please approve the necessary resolution to authorize 26CP01 in an amount not to exceed \$80,000.

During a Department review of existing conditions at the Putnam Valley Senior Center, it was determined that there is a need for upgrades, repairs and rehabilitations in order to keep the facility in a state of good repair. This is important for both the staff and for the public that frequents the facility. Additionally, the Putnam Valley Senior Center is also designated as a shelter during times of declared emergencies.

We are respectfully requesting \$80,000 to make roof/gutter repairs, siding/trim repairs, kitchen floor crack repair & epoxy coating, chimney repairs, provide patio egress and ADA compliant ramp construction, kitchen entrance awning, fence repairs (2 locations), HVAC condenser pad and landscaping upgrades around the building. Department staff will accomplish a majority of the work in-house and that which has to be contracted will be done so following proper procurement protocols.

We respectfully request your consideration.

Thank you.

2026 APR 10 PM 4:44
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

COMMISSIONER OF FINANCE
WILLIAM J. CARLIN



cc All
Phys
Audit

Reso

COUNTY EXECUTIVE
KEVIN M. BYRNE

#10

MEMORANDUM

To: Diane Trabulsy, Legislative Clerk
From: William J. Carlin, Jr., Commissioner of Finance *kje*
Re: Budgetary Transfer - **26T096**
Date: April 16, 2026

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

CAPITAL FUND:

Increase Estimated Appropriations:

55197000 532004 51509	Sidewalk Safety Program	50,000
55197000 532502 51509	Building Mgmt Systems	72,000
51997000 532601 51509	PV Senior Center Renovations	80,000
		202,000 ✓

Decrease Estimated Appropriations:

55197000 53000 51509	Minor Renovations	202,000
----------------------	-------------------	---------

Fiscal Impact - 2026 - \$ 0

Fiscal Impact - 2027 - \$ 0

This Resolution is required to fund the three CP projects as per the attached correspondence.

Approved : _____
Kevin M, Byrne, County Executive

2026 APR 16 PM 4:58
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

CC: 411

Prep: 4-23-26
Full: 5-5-26

Reso

JOHN TULLY
Commissioner



KEVIN M. BYRNE
County Executive

DEPARTMENT OF GENERAL SERVICES
PURCHASING

MEMORANDUM

TO: Diane Trabulsy, Clerk, County Legislature

FROM: Alexis Hawley, Assistant Supervisor of Planning & Design *AH*

CC: Thomas Feighery, Commissioner, Department of Public Works
Joseph Bellucci, Deputy Commissioner, Department of Public Works
William Carlin, Commissioner, Department of Finance

DATE: April 10, 2026

RE: Physical Services – Amend 20CP04 – Sidewalk and Stair Safety Repair Program

Please approve the necessary resolution to amend and authorize adding \$50,000 to 20CP04.

20CP04 was authorized by the Full Legislature in July 2020 to fund specific and programmatic repairs and replacements to sidewalks and stairs throughout our County facility locations. Additional funding was authorized by the Full Legislature in December 2023 and October 2024 to continue this safety program.

This requested funding of \$50,000 will allow the continuation of this important program throughout our County facility locations to keep them safe and in a state of good repair.

We respectfully request your consideration.

Thank you.

2026 APR 10 PM 4:44
LEGISLATURE
WARREN COUNTY
CATHERINE NY

cc: All

Prop 4.23.26
Fill 5.5.26

Reso

JOHN TULLY
Commissioner



KEVIN M. BYRNE
County Executive

DEPT. OF GENERAL SERVICES -
PURCHASING

MEMORANDUM

TO: Diane Trabulsy, Clerk, County Legislature

FROM: Alexis Hawley, Assistant Supervisor of Planning & Design *AH*

CC: Thomas Feighery, Commissioner, Department of Public Works
Joseph Bellucci, Deputy Commissioner, Department of Public Works
William Carlin, Commissioner, Department of Finance

DATE: April 10, 2026

RE: Physical Services – Amend 25CP02 – Programmatic Building Management System Upgrades

Please approve the necessary resolution to amend and authorize adding \$72,000 to 25CP02.

25CP02 was authorized by the Full Legislature in May 2025 to programmaticly upgrade the building management systems that run the mechanicals serving several of our critical operations facilities. The building management systems were prioritized at the time based on funding availability and need and the Historic Courthouse and the Correctional Facility were both upgraded under this program using the originally authorized funding.

This additional funding of \$72,000 being requested will allow the continuation of this important upgrade program at our Emergency Operations Center as the building management system at this location is now obsolete and there are no longer maintenance and support available for this legacy unit. An upgrade at this facility is critical.

We respectfully request your consideration.

Thank you.

2026 APR 10 PM 4:44
CLERK OF COUNTY
PUTNAM COUNTY
CARMEL, NY

JOHN TULLY
Commissioner



cc: all
Phup - 4.23.26
Full - 5.5.26
KEVIN M. BYRNE
County Executive
-Res

DEPARTMENT OF GENERAL SERVICES
PURCHASING

MEMORANDUM

TO: Diane Trabulsy, Clerk, County Legislature

FROM: Alexis Hawley, Assistant Supervisor of Planning & Design *AH*

CC: Thomas Feighery, Commissioner, Department of Public Works
Joseph Bellucci, Deputy Commissioner, Department of Public Works
William Carlin, Commissioner, Department of Finance

DATE: April 10, 2026

RE: Physical Services – 26CP01 – Putnam Valley Senior Center Renovations – State of Good Repair

Please approve the necessary resolution to authorize 26CP01 in an amount not to exceed \$80,000.

During a Department review of existing conditions at the Putnam Valley Senior Center, it was determined that there is a need for upgrades, repairs and rehabilitations in order to keep the facility in a state of good repair. This is important for both the staff and for the public that frequents the facility. Additionally, the Putnam Valley Senior Center is also designated as a shelter during times of declared emergencies.

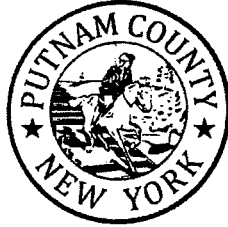
We are respectfully requesting \$80,000 to make roof/gutter repairs, siding/trim repairs, kitchen floor crack repair & epoxy coating, chimney repairs, provide patio egress and ADA compliant ramp construction, kitchen entrance awning, fence repairs (2 locations), HVAC condenser pad and landscaping upgrades around the building. Department staff will accomplish a majority of the work in-house and that which has to be contracted will be done so following proper procurement protocols.

We respectfully request your consideration.

Thank you.

2026 APR 10 PM 4:44
LETTERS
MIDDLEBURY
COUNTY
NEW YORK

COMMISSIONER OF FINANCE
WILLIAM J. CARLIN



CC. All
P#15 - 4-23-26
audit - 4-27-26

Reso

COUNTY EXECUTIVE
KEVIN M. BYRNE

11

File - 5-5-26

MEMORANDUM

To: Diane Trabulsy, Legislative Clerk
From: William J. Carlin, Jr., Commissioner of Finance *WJC*
Re: Budgetary Amendment - 26A027
Date: April 16, 2026

2026 APR 16 PM 4:24
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

GENERAL FUND:

Increase Estimated Appropriations:

10990100 59020 Transfer to Capital Fund 779,462

Increase Estimated Revenues:

10131000 427112 Use of Capital Reserve 779,462

CAPITAL FUND:

Increase Estimated Appropriations:

55997000 53000 50309 Maybrook Bikeway II Phase A Pin 8756.84 779,462

Increase Estimated Revenues:

55997000 428601 50309 Transfer From General Fund 779,462

Fiscal Impact - 2026 - \$ 0
Fiscal Impact - 2027 - \$ 0

This Resolution is required to fund costs incurred for the "Bridge 5" project as per the attached correspondence.

Approved : _____
Kevin M, Byrne, County Executive

JOHN TULLY
Commissioner



KEVIN M. BYRNE
County Executive

DEPT. OF GENERAL SERVICES -
PURCHASING

MEMORANDUM

TO: William Carlin, Commissioner, Department of Finance

FROM: Alexis Hawley, Assistant Supervisor of Planning & Design

CC: Thomas Feighery, Commissioner, Department of Public Works
Joseph Bellucci, Deputy Commissioner, Department of Public Works
Barbara Barosa, Commissioner, Department of Planning, Development & Public
Transportation

DATE: April 10, 2026

RE: AMEND CAPITAL PROJECT 50309 – Maybrook Bikeway II, Phase A – PIN 8756.84

A handwritten signature in black ink, appearing to read "Alexis Hawley", is written over the "DATE" and "RE" lines of the memorandum.

Please accept this memorandum as a request to consider amending Capital Project 50309- Maybrook Bikeway II, Phase A – PIN 8756.84 in the amount of \$779,461.23.

The construction of "Bridge 5" along the Maybrook Bikeway in the Village of Brewster was awarded for construction on September 9, 2024 to Harrison & Burrowes Bridge Constructors, Inc. During construction, conditions were encountered that were not and could not be anticipated by the design Engineers because of the age of the structure and the nature of the work. As such, in order to successfully complete the project, Harrison & Burrowes was authorized to and performed additional work resulting from these changed conditions, which were outside of the original scope of work.

With these change orders, project costs owed to the contractor would be \$779,461.23 over the current available funding. We are therefore requesting the following:

Capital Project 52010 – Empire State Trail Access – PIN 8762.43 is complete, is an appropriate funding source, and we are therefore asking that the \$155,805.84 in the project line be transferred to Capital Project 50309.

To then close the remaining deficit of \$626,655.40, we are asking that these funds be transferred from the Capital Reserve to Capital Project 50309.

Decrease Appropriations 52010	\$155,805.84
Increase Appropriations 50309	\$155,805.84
Decrease Appropriations Capital Reserve	\$623,655.39
Increase Appropriations 50309	\$623,655.39

We appreciate the consideration.

PUTNAM COUNTY OFFICE BUILDING
COUNTY OF PUTNAM ~ 40 GLENEIDA AVENUE ~ ROOM 105 ~ CARMEL, NY 10512
(845) 808-1088

COMMISSIONER OF FINANCE
WILLIAM J. CARLIN



- CC: All
- Prep 4-23-26
- Audit 4-27-26
COUNTY EXECUTIVE *ReSO*
KEVIN M. BYRNE
- Full - 5-5-26 #12

MEMORANDUM

To: Diane Trabulsy, Legislative Clerk
From: William J. Carlin, Jr., Commissioner of Finance *wjc*
Re: Budgetary Amendment - 26A029
Date: April 16, 2026

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

Increase Estimated Appropriations:

10711000 54646 10239	Contracts	2,250
10711000 54647 10239	Subcontractors	5,000
10711000 54989 10239	Miscellaneous	22,750
		<u>30,000</u>

Increase Estimated Revenues:

10711000 43089110239	State AID - SWIMS grant	30,000
	Fiscal Impact - 2026 - \$ 0	
	Fiscal Impact - 2027 - \$ 0	

This Resolution is required to fund the SWIM grant program as per the attached correspondence.

Approved : _____
Kevin M, Byrne, County Executive

2026 APR 16 PM 5:06
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Michele Alfano-Sharkey

From: William Carlin
Sent: Thursday, April 16, 2026 5:02 PM
To: Michele Alfano-Sharkey
Subject: FW: MEMORANDUM FOR RESOLUTION FOR NY STATE SWIMS GRANT \$30,000
Attachments: MEMO FOR RESOLUTION FOR SWIMS GRANT \$30,000.pdf; T1002861 Putnam County Executed Contract 10.6.25.pdf

From: Kerriane Knapp <Kerriane.Knapp@putnamcountyny.gov>
Sent: Wednesday, April 15, 2026 4:01 PM
To: William Carlin <William.Carlin@putnamcountyny.gov>
Cc: Thomas Feighery <Thomas.Feighery@putnamcountyny.gov>; Joseph Bellucci <Joseph.Bellucci@putnamcountyny.gov>; Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>; Chris Ruthven <Chris.Ruthven@putnamcountyny.gov>; Kerry Brophy <Kerry.Brophy@putnamcountyny.gov>
Subject: MEMORANDUM FOR RESOLUTION FOR NY STATE SWIMS GRANT \$30,000

Hi Bill, attached please find the Memo you requested for the resolution for the Swims Grant in the amount of \$30,000.

I have attached the original signed contract. We are working on the amendment to extend the contract thru September 2026.

Please let me know if you need anything else.

Thank you

Kerri



Kerriane Knapp

Accounting Supervisor • Putnam County Department of Public Works

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

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

THOMAS FEIGHERY
COMMISSIONER OF PUBLIC WORKS



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

TO: William Carlin, Commissioner, Department of Finance

FROM: Thomas Feighery, Commissioner, Department of Public Works

CC: Joseph Bellucci, Deputy Commissioner, Department of Public Works
Barbara Barosa, Commissioner, Department of Planning, Development & Public Transportation

DATE: April 14, 2026

RE: BUDGETARY FOR NYS SWIMS GRANT T1002861

PROJECT NAME: PUTNAM COUNTY LIFEGUARD TRAINING AND TRAINING RECRUITMENT PROGRAM
NY STATE SWIMS GRANT CONTRACT #T1002861 CONTRACT PERIOD 4/1/24-9/30/26

Overview of the project including goals, tasks, desired outcome and performance measures:

In the Summer of 2026, the project will consist of three phases or tasks. The first task will be to work with partner local Town Municipalities, local schools, Cornell Cooperative Extension, Putnam County Youth Bureau and the Putnam County Personnel Department to increase recruitment for lifeguard classes. The second task will be training lifeguards by offering an avenue to receive certification by hiring the trainer and hosting the classes. The third goal will be to retain trained lifeguards through a certification or recertification reimbursement incentive. The goal for Putnam County is to add 40-50 new trained lifeguards to county swimming facilities throughout the county. These will be part time Jobs, without benefits.

Please accept this memorandum as a request to fund the NYS SWIMS grant.

Account numbers

01 10711000 54646 10239	CONTRACTS	\$ 2,250
01 10711000 54989 10239	SUBCONTRACTORS	\$ 5,000
01 10711000 54647 10239	MISC	\$ 22,750
01 10711000 43089110239	STATE AID	\$30,000

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): New York State Department of State Division of Local Government Services One Commerce Plaza 99 Washington Avenue, Suite 1130 Albany, New York 12231</p>	<p>BUSINESS UNIT/DEPT. ID: DOS01/3800000</p> <p>CONTRACT NUMBER: T1002861</p> <p>CONTRACT TYPE (select one): <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME: Putnam County</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods): <input type="checkbox"/> Amendment (list periods):</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002443 Federal Tax ID Number: 14-6002759</p>	<p>PROJECT NAME: Putnam County Lifeguard Training and Training Recruitment Program</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 40 Gleneida Avenue Carmel, New York 10512</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS: Chris.ruthven@putnamcountyny.gov</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

T1002861

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 04/01/2024 To: 09/30/2025</p> <p>AMENDED TERM:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Fixed Term - enter current period amount; Simplified Renewal - enter cumulative amount to date; Multi-year - enter total projected amount of the contract):</i></p> <p>CURRENT: \$ 30,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

Appendix A

Attachment A: A-1 Agency Specific Terms and Conditions
 A-2 Program Specific Terms and Conditions
 A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

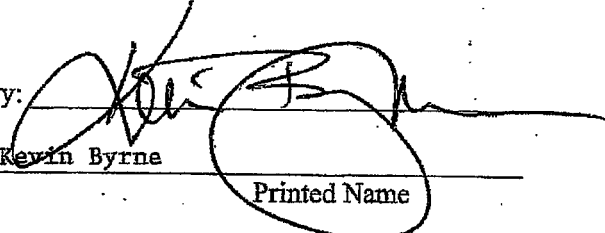
Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-4 Net Deficit Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)
 B-4(A) Net Deficit Budget (Amendment)

Attachment C: Work Plan
Attachment D: Payment and Reporting
Other:

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

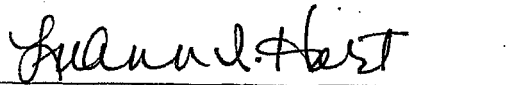
CONTRACTOR:

PUTNAM COUNTY
40 Gleneida Avenue
Carmel, New York 10512

By: 
Kevin Byrne
Printed Name

Title: Putnam County Executive
Date: 7/30/25

STATE AGENCY:

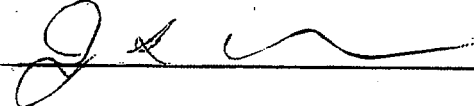
By: 
LuAnn I. Hart
Printed Name

Title: Chief Administrative Officer
Date: 10/2/25

STATE OF NEW YORK

County of Putnam

On the 30th day of July, 2025 before me personally appeared Kevin Byrne, to me known, who being by me duly sworn, did depose and say they reside at Mahopac, NY, that they are the County Executive of the County of Putnam, the contractor described herein which executed the foregoing instrument; and that they signed their name thereto as authorized by the contractor named on the face page of this Contract for Grants.

(Notary) 

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

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

**STATE OF NEW YORK
CONTRACT FOR GRANTS**

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

· WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

T1002861

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

N. Renewal:

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

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

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

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

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

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

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

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

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

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

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

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

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

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

4. Suspension:

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

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

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

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

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

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

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

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

C. Use of Material, Equipment, Or Personnel:

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

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

D. Property:

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

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

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

by the Contractor under this Agreement.

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

E. Records and Audits:

1. General:

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

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

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

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

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

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

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

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

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

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

H. Web-Based Applications-Accessibility:

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

I. Unemployment Insurance Compliance:

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

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

J. Charities Registration:

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

K. Vendor Responsibility:

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

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

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

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

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

\$200,000.

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

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

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

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

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

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

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ATTACHMENT A-1

New York State Department of State (1/16/24)

Agency Specific Clauses

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval is required for all requests for budget modifications, regardless of the amount of the modification, or where the proposed modification will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contract. All requests for modifications must be done in writing and requires a detailed breakdown of requested changes and justification for the request. Additional approvals will be required when modifications exceed thresholds described below.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. Documentation of Performance

In addition to the criteria set forth in Section III(E)(1)(b) of the NYS Contract for Grants, documentation of personal service expenditures shall:

1. Be based upon actual work performed;
2. Be supported by internal controls that provide a reasonable assurance that the charges are accurate, allowable, and properly allocated; and
3. Comply with the Contractor's established accounting policies and conform to generally accepted accounting principles.

D. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable, nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and

documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this Agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

E. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II(A)(3) of the NYS Contract for Grants, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

In addition to the requirements of Section III(D)(4) of the NYS Contract for Grants, the Contractor shall maintain an inventory of all property purchased under this Agreement and owned by the Contractor. Such inventory shall be retained by the Contractor for the time period specified in Section III(E)(1) and available for inspection and copying by the State.

F. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in Section II(A) of the NYS Contract for Grants. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within forty-five (45) days after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded or the Department may pursue any other remedies available to the State.
2. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.

3. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

G. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://apps.labor.ny.gov/EDList/searchPage.do>) or is listed on the New York State Office of General Service's list of companies with which New York State cannot do business (available at <https://ogs.ny.gov/debarred-and-non-responsible-entities>); (2) is listed as an entity debarred from federal contracts (available at: sam.gov); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>).

In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://apps.labor.ny.gov/EDList/searchPage.do>) or is listed on the New York State Office of General Service's list of companies with which New York State cannot do business (available at <https://ogs.ny.gov/debarred-and-non-responsible-entities>); (2) is listed as an entity debarred from federal contracts (available at: sam.gov); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see <http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.

2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract including, but not limited to the terms of the Agreement, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.
4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. In addition to the requirements of Section III(B)(2) of the NYS Contract for Grants, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract. Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

H. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M, SDVOB requirements set forth in Section N, and any additional requirements imposed by the State as set forth in this Agreement.

The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities, service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M, SDVOB requirements set forth in Section N, and any additional requirements imposed by the State as set forth in this Agreement.

2. For non-municipal entities, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M, SDVOB requirements set forth in Section N, any additional requirements imposed by the State as set forth in this Agreement, any applicable law, and its own policies.

I. Vendor Responsibility Determinations

A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a Contractor's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://osc.state.ny.us/vendrep/index.htm>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.

J. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the Contractor certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), if applicable, regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

K. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

L. Notices

Pursuant to Section I(G) of the NYS Contract for Grants, notice hereunder shall be addressed as follows:

1. Notice to the State

Name, Title	Kyle Wilber, Program Manager
Agency/Division	NYS Department of State
Address	99 Washington Avenue, Suite 1130, Albany, New York 12231
Phone/ Fax/Email	(P): 518-473-3355 (F): 518-474-6572 (E): SWIMS@dos.ny.gov

2. Notice to the Contractor

Name, Title	Christopher Ruthven, Deputy Commissioner of Parks
Address	201 Gipsy Trail Road, Carmel, New York 10512
Phone/ Fax/Email	(P): 845-808-1994 / 40911 (F): (E): Chris.ruthven@putnamcountyny.gov

M. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject Contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/>.
- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

2. Contract Goals

- a. The Department's New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise ("MBE") and the Women-owned Business Enterprise ("WBE") utilization goals, are set forth in the Attachment B "Budget", based on the current availability of MBEs and WBEs.
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in this Agreement, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

- d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
- (1) Evidence of outreach to MWBEs;
 - (2) Any responses by MWBEs to the Contractor's outreach;
 - (3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,
 - (5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

3. Equal Employment Opportunity ("EEO")

- a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

b. In performing the Contract, the Contractor shall:

- (1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
- (3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
- (4) The Contractor's EEO policy statement shall include the following language:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will

undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

- (b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "e" of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

If the total expenditure of this Contract is in excess of \$250,000, the following provision shall apply:

The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. Form C - Workforce Utilization Report

- (1) The Contractor shall submit a Workforce Utilization Report; and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.
- (2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.

- e. The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, age, disability, predisposing genetic characteristic, familial status, marital status or domestic violence victim status, or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the Contract.
- b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.
- c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. Waivers

- a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 474-2754. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at <https://ny.newnycontracts.com>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

7. Liquidated Damages - MWBE Participation

- a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

N. Service-Disabled Veteran-Owned Businesses Participation

Article 3 of Veterans' Services Law, as amended, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 3.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://dos.ny.gov/supplier-diversity>.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS) and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Bureau of Fiscal Management – SDVOB Program at dos.sm.sdvob@dos.ny.gov. The directory of certified SDVOB vendors can be found at: <https://sdves.ogs.ny.gov/business-search>.

O. Refunds and Repayments

The Contractor shall promptly return funds due the State, including repayment of unexpended advances or disallowances. The Contractor shall make payment within forty-five (45) days of the end or termination of the Contract or demand from the Department. The Contractor shall reference the contract number with its payment and include a brief explanation of why the refund is made. Refunds shall be made payable to and addressed, as stated below:

Payable to: NYS Department State
Mail to: NYS Department of State, Bureau of Fiscal Management
Address: One Commerce Plaza
99 Washington Ave, Suite 1110
Albany, NY 12210

P. Confidential Information and Security

In addition to the definition of Confidential Information set forth in Section III(F) of the NYS Contract for Grants, the Department may, in its sole discretion, notify the Contractor that other information shall be deemed Confidential Information under this Agreement. In addition to the requirements of Section III(F) of the NYS Contract for Grants, when the Contractor stores, uses, accesses or obtains Confidential Information the Contractor shall:

1. Implement and maintain appropriate administrative, technical and organizational security to safeguard against unauthorized access, disclosure or theft of Confidential Information. Such security measures shall comply with applicable federal and state laws, industry best practices and, at a minimum, NYS ITS Security Policies and Standards, including but not limited to:
 - Acceptable Use of Information Technology Resources Policy
 - Information Security Policy
 - Security Logging Standard
 - Information Security Risk Management Standard
 - Information Security Controls Standard
 - Sanitization/Secure Disposal Standard
 - Mobile Device Security Standard
 - Remote Access Standard

NYS ITS Security Policies and Standards are available at (<http://www.its.ny.gov/tables/technologypolicyindex.htm/security>). The Contractor shall not distribute, use, repurpose or share Confidential Information across other applications, environments, business units of the Contractor, or provide Confidential Information to other contractors, agents, subcontractors or interested parties unless required to fulfill this Agreement or directed by the State.

2. Encrypt all Confidential Information in transit and at rest. At a minimum, cryptographic modules used for data transmission must be validated to FIPS 140-2 for the protection of sensitive information. All Confidential Information shall be stored and accessed solely in the continental United States.
3. In addition to the requirements of Clause 22 of Appendix A, Standard Clauses for New York State Contracts, in the event any person, including Contractor's employees, officers, subcontractors and agents, obtains unauthorized access to Confidential Data, notify the ITS EISO and provide notice to the Department, and contact both by telephone as soon as possible, but in no event more than 24 hours from the time the Contractor confirms the unauthorized access. The Contractor shall consult with and receive authorization from the State as to the content of any notice to affected parties prior to notifying any affected parties. The Contractor shall cooperate with the ITS EISO and any contractor working on behalf of the State in attempting to determine the scope of the unauthorized access, prevent future recurrences and take corrective actions. Nothing herein shall in any way impair the authority of the State or Office of the Attorney General to bring an action against the Contractor to enforce the provisions of the New York State Information Security Breach Notification Act, limit the Contractor's liability for any violations of any application law, or limit the State's other remedies available under the Agreement, law, or equity.
4. Cause an independent third party to perform, at the Contractor's sole cost and expense, an audit of all data centers used to perform the services under this Agreement, when directed to by the Department. The independent third party shall produce a Service Organization Control Type 2 audit report, as defined by the American Institute of Certified Public Accountants, or approved equivalent, and the Contractor shall promptly provide a copy of the report to the Department.
5. Implement a written disaster recovery plan that meets or exceeds ISO 27031 standards.
6. Secure physical copies of Confidential Information in a place and manner that is secure from unauthorized access, such as through the use of locked cabinets and storage rooms.
7. If directed by the Department, provide the Department with a copy of the Confidential Information, including metadata and attachments, in a mutually agreed upon, commercially standard format and give the Department continued access to the Confidential Information for no less than ninety (90) days beyond the expiration or termination of the Contract. Thereafter, except for data required to be maintained by law or this contract, Contractor shall destroy the Confidential Information from its systems and wipe all its data storage devices to eliminate any and all Confidential Information from Contractor's systems. The sanitization process must be in compliance NYS Security Policy NYS-S13-003, <https://its.ny.gov/sanitization-secure-disposal-standard>, and, where required, the FBI's Criminal Justice Information sanitization and disposal standards. If immediate purging of all data storage components is not possible, the Contractor will certify that any Confidential Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Contractor must then certify to the State, in writing, that it has complied with the provisions of this paragraph. The State may withhold payment to Contractor if the Confidential Information is not released to the State in accordance with the preceding sections.
8. The Contractor may submit to the Department evidence of exemption or hardship in complying with the Confidential Information and security provisions of this section. The Department shall determine, in its sole discretion, whether to waive or amend any of the requirements required by this section in response to the Contractor's claim of exemption or hardship.

ATTACHMENT A-2

New York State Department of State, Local Government Programs (05/30/2024)

I. Program Specific Clauses – Local Government Programs

A. General Provisions

1. The New York State Budget provides aid to municipalities administered by the Division of Local Government Services (LGS) to assist Local Governments develop projects that will achieve savings and improve municipal efficiency.
2. The Department is authorized to evaluate and determine eligibility of applications for funding of projects.
3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Work Program as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project under such Budget Act.
4. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C, Program Work Plan) are provided pursuant to an appropriation of funds made by the New York State Budget.
5. The Department, upon receipt and approval of payment requests, shall make payments for eligible costs incurred until the cumulative amount of such payments totals 90% of the State Share Funding Amount. A final payment request for any or all of the remaining 10% of the contract value will not be processed prior to satisfactory completion of the Project, as determined by the Department.
6. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format available from the Department of State's Division of Local Government Services.
7. The Department will provide Contractor with a Quarterly Contractor Report form pursuant to the Department's Minority and Women-owned Business enterprises program as discussed in Attachment A-1, Section M.6. Such report shall be completed by the contractor and provided to the Department at the address on the Quarterly Contractor Report.
8. The Contractor shall submit two copies of a "Project Status Report" every six months from Contract execution date.

B. Reports, Documents and Maps

1. The Contractor shall identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared with funds provided by the New York Department of State through programs administered by the Division of Local Government Services."
2. The Department of State requires a project sign at the site of all construction projects, which involve more than \$50,000 of LGS funds. The expense associated with meeting this

Q. Accessibility Compliance Testing

Accessibility compliance testing pursuant to Section III(H) of the NYS Contract for Grants shall be conducted by the Contractor. Any results or reports of such testing shall promptly be provided by the Contractor to Department.

requirement is an eligible expense and may be charged as a construction or administration expense.

The specifications for the sign are as follows:

a. Installation

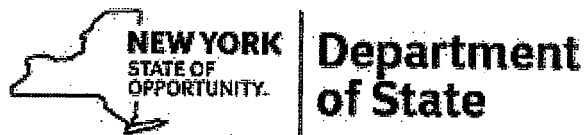
- (1) Install sign at the site within one week of the start of construction.
- (2) Erect sign in a prominent location, secure from vandalism.

b. Materials

- (1) Signboard: 4' X 8', 3/4" plywood, MDO B-B EXT-APA.
- (2) Primer: As recommended by finish coat manufacturer for the substrate and finish material.
- (3) Lettering and striping shall be uniform with sharp, neat profiles.
- (4) "Optional Information" included on sign shall be visually subordinate to other information provided.
- (5) Supports: Treated (Douglas Fir) posts.

c. Maintenance and Removal

- (1) Maintain the sign plumb and level for the duration of the work.
- (2) Remove the sign from the property within 10 days of final payment.



Funding for this project provided by a

**New York Department of State
Local Government Services**

New York Governor {Insert Name}

New York Secretary of State {Insert Name}

Local Officials {optional}

C. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the

Project.

2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

D. Date/Time Warranty

1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) and date/time transitions (including, but not limited to, leap year calculations). Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.
2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) and date/time transitions (including, but not limited to, leap year calculations). Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including, but not limited to, the failure or untimely performance of such services.
3. This Date/Time Warranty shall survive for a period of time beyond termination or expiration of this Contract, either through; a) an additional term of ninety (90) days, or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing contained in, or omitted from, this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

E. Submission of all correspondence, Project Documentation and Meeting Documentation

1. The Contractor agrees to provide the Department with one original and an electronic version (Word or PDF) of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Attachment C, payment request documentation as described in Attachment D and press articles.
2. The Contractor agrees to provide the Department with timely notification of all meetings and events associated with the Project.
3. All information as described in Section E (1) above shall include the NYS Contract # as indicated on the Face Page of this Agreement.

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Putnam County Lifeguard Training and Training Recruitment Program

CONTRACTOR SFS PAYEE NAME: Putnam County

CONTRACT PERIOD: From: 04/01/2024 To: 09/30/2025

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a. Salary	5,000.00		0.00%		\$ 5,000.00
b. Fringe			0.00%		\$ 0.00
Subtotal	\$ 5,000.00	\$ 0.00	0.00	\$ 0.00	\$ 5,000.00
2. Non Personal Services					
a. Travel		0.00	0.00%		\$ 0.00
b. Space/Property & Utilities			0.00%		\$ 0.00
c. Operating Expenses			0.00%		\$ 0.00
d. Contractual Services	2,250.00	0.00	0.00%		\$ 2,250.00
e. Equipment			0.00%		\$ 0.00
f. Other	22,750.00		0.00%		\$ 22,750.00
Subtotal	\$ 25,000.00	\$ 0.00		\$ 0.00	\$ 25,000.00
TOTAL	\$ 30,000.00	\$ 0.00		\$ 0.00	\$ 30,000.00
TOTAL MWBE GOAL	30.00%	MWBE GOAL	15.00%	WBEB GOAL	15.00%

MWBE GOAL AMOUNT \$ 9,000.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL**

SALARY						
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL	
1. Instructor - American Red Cross/ CPR					\$ 5,000.00	
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
				Subtotal	\$ 5,000.00	
FRINGE - TYPA/DESCRIPTION						
				PERSONAL SERVICES TOTAL	\$ 5,000.00	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL**

TRAVEL - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
	TOTAL	\$ 0.00

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
	TOTAL	

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
	TOTAL	

TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.		
2.		
3.		
	TOTAL	\$ 0.00

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ 0.00

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
1.	Advertising (Signage, printing, news adds - In-house/ Personnel/ Local newspapers/ Indeed)	\$ 2,250.00
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ 2,250.00

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ 0.00

OTHER - TYPE/DESCRIPTION		TOTAL
1.	Certifications. American Red Cross Certifications for each.	\$ 22,750.00
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ 22,750.00

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME:

Putnam County Lifeguard Training & Recruitment program

CONTRACTOR SFS PAYEE NAME:

Putnam County

CONTRACT PERIOD:

From: 4/1/24

To: 9/30/25

AWARD: \$30,000.00

Provide an overview of the project including goals, tasks, desired outcome and performance measures:

In the Summer of 2025, the project will consist of three phases or tasks. The first task will be to work with partner local Town Municipalities, local schools, Cornell Cooperative Extension, Putnam County Youth Bureau and the Putnam County Personnel Department to increase recruitment for lifeguard classes. The second task will be training lifeguards by offering an avenue to receive certification by hiring the trainer and hosting the classes. The third goal will be to retain trained lifeguards through a certification or recertification reimbursement incentive. The goal for Putnam County is to add 40-50 new trained lifeguards to county swimming facilities throughout the county. These will be part time jobs, without benefits.

OBJECTIVE	BUDGET CATEGORY/DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
-----------	---------------------------------------------	-------	----------------------

1: Advertise for Lifeguards Training & Jobs

Contractual

a. Advertise for lifeguards

i. 40-50 Lifeguards employed.

b. Hire lifeguards

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
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2. Offer Lifeguard Training Class
 Personnel
 Hold Lifeguard Training Class utilizing Qualified Instructor
 Train 40-50 Lifeguards

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
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3. Provide Certifications and Recertifications to Municipal Lifeguards
 Other
 Offer American Red Cross Lifeguard Certifications to High School Students
 40-50 Students Certified and working at Municipal Beaches in Putnam County, NY

**ATTACHMENT D
PAYMENT AND REPORTING**

A. General Terms and Conditions:

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

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

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

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

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

B. Advance Payments and Claiming Requirements:

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

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

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

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

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

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

Expenditure Report Required

C. Refunds:

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

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

D. Progress Reporting Requirements:

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

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

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

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

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

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

Schedule B: Progress Reporting Requirements

Period 1: Month X, - Month X, (Annual Requirements)			
Progress Report	Report Type	Report Period	Due Date
Quarterly - 1	Quarterly - Work Plan	1/1 - 3/31	30 Days *
Quarterly - 2	Quarterly - Work Plan	4/1 - 6/30	30 Days *
Quarterly - 3	Quarterly - Work Plan	7/1 - 9/30	30 Days *
Quarterly - 4	Quarterly - Work Plan	10/1 - 12/31	30 Days *
Final	Final Report	End of Contract	60 Days
	MWBE Utilization Form	Throughout life of the contract	Within 2 weeks of hire
	MWBE Utilization Report via NYSCS	Quarterly throughout life of contract	3/31, 6/30, 9/30, 12/31 *
		* Due every year during contract period, as amended	

E. Special Payment and Reporting Provisions

The Payment Contact for this contract is:

NYS Department of State
 Division of Local Government Services
 One Commerce Plaza
 99 Washington Avenue, Suite 1130
 Albany, NY 12231

Completed progress reports and payment request forms should be emailed to lgeprogram@dos.ny.gov, copying the DOS LGE project manager with the following subject line:

Payment Request/Progress Report: [Contract Number], [Grantee Name], [Grant Program]

A LOCAL LAW TO AMEND CHAPTER 25 ENTITLED "ARTICLE IV. VETERANS MEMORIAL PARK ADVISORY BOARD"

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

<<PUTNAM COUNTY CODE CHAPTER 25>>

Section 25-26 of the Putnam County Code is hereby amended to read as follows:

Section 1.

§ 25-26. Legislative intent.

- A. The Putnam County Legislature is acutely aware of the necessity of preserving and protecting the character and integrity of the Putnam County Veterans Memorial Park for the benefit of all residents of Putnam County, as well as to provide proper recognition to the veterans of our country for their sacrifice to our nation.**
- B. The Putnam County Legislature believes that the Row of Honor flag installation on the shore of Lake Gleneida also provides meaningful recognition and remembrance of the active military and veterans of our country for their sacrifice to our nation.**
- C. The Putnam County Legislature recognizes the need for an advisory board to work in conjunction with the Legislature and various other departments of the Putnam County government in an effort to protect and preserve this valuable park and recreation area, as well as the Row of Honor flag installation.**
- D. The Legislature is also desirous of creating the Putnam County Veterans Memorial Park Advisory Board by amending Chapter 25 of the Putnam County Code to include Article IV, §§ 25-26, 25-27, 25-28, 25-29, 25-30 and 25-31.**

Section 2.

Section 25-27 of the Putnam County Code is hereby amended to read as follows:
§ 25-27. Establishment; purpose.

There is hereby created the Putnam County Veterans Memorial Park Advisory Board which shall direct its efforts towards the following:

- A. Providing the Putnam County Legislature and County Executive with advice and counsel as to the use, maintenance, and daily operation of the Putnam County Veterans Memorial Park and the Putnam County Row of Honor; and**
- B. Giving guidance to the Putnam County Legislature and County Executive with respect to the approval of uses of the Putnam County Veterans Memorial Park; and**
- C. Making recommendations to the Putnam County Legislature and County Executive as to the types of functions to take place at the Putnam County Veterans Memorial Park; and**
- D. Giving guidance to the Putnam County Legislature and County Executive as to the manner in which the permanent structures and buildings which are currently located at the Putnam County Veterans Memorial Park are to be utilized; and**
- E. Making recommendations to the Putnam County Legislature and County Executive with respect to the types of groups to be granted access to the Putnam County**

- Veterans Memorial Park, as well as the types of activities to be engaged in by said group; and
- F. Making recommendations to the Putnam County Legislature and County Executive as to the types of permanent structures; and
 - G. Making recommendations and providing advice to the Putnam County Legislature and County Executive with respect to the lease, sale or any other type of conveyance affecting any and all portions of the Putnam County Veterans Memorial Park; and
 - H. Reviewing issues and problems surrounding applications for group use of the Putnam County Veterans Memorial Park and providing the Putnam County Legislature and County Executive with advice and recommendations as to the manner in which said applications should be approved or denied;
 - I. Providing assistance and suggestions to the Putnam County Parks Superintendent with respect to the amendment and updating of the Putnam County Veterans Memorial Parks rules and regulations; and
 - J. Coordinating with the office of the Putnam County Parks Superintendent and providing advice and guidance to him or her with respect to the issuance of special permits in connection with applications for group use of the Putnam County Veterans Memorial Park; and
 - K. Providing assistance to the Putnam County Parks Superintendent as to the scheduling of events at the Putnam County Veterans Memorial Park; and
 - L. **May** Providing assistance to both Putnam County Parks Superintendent and Director of Veterans Services in reviewing applications for flag sponsorships in the Row of Honor; and
 - M. **May advise** on maintaining an active database of names and addresses of Row of Honor sponsors; and
 - N. Making recommendations to the Putnam County Parks Superintendent for the repair and replacement of flags in the Row of Honor; and
 - O. Working with the Putnam County Parks Superintendent to ensure that recommendations about the Row of Honor comply with the County's agreement with the Department of Environmental Protection for the shore of Lake Gleneida.

Section 3.

§ 25-28. Membership; terms. [Amended 7-3-2012 by L.L. No. 8-2012]

- A. The Putnam County Veterans Memorial Park Advisory Board shall consist of nine members who reside in the County of Putnam, of whom three members shall be people of experience and knowledge in the area of parks and open space maintenance and operation and/or recreational planning and operation, three members shall be veterans of the Armed Services of the United States of America two of which must be an active member of the Joint Veterans Council, one member shall be the Putnam County Parks Superintendent, one member shall be the Director of Veterans Services and one member shall not need be a veteran nor need have experience and knowledge in the area of parks and open space.
- B. Members shall be appointed by the Putnam County Executive, subject to confirmation by a simple majority of the Legislature.
- C. Members of the Putnam County Veterans Memorial Park Advisory Board shall be

appointed for a three-year term. Members holding office on the effective date of this section shall continue to serve until the end of their existing term.

- D. A Putnam County Veterans Memorial Park Advisory Board member shall serve until his or her successor has been appointed.

Section 4.

§ 25-29. Chairperson.

The Putnam County Veterans Memorial Park Advisory Board shall elect a Chairperson from its members.

Section 5.

§ 25-30. Reports.

- A. The Putnam County Veterans Memorial Park Advisory Board shall review its actions and efforts on an annual basis and shall prepare and submit an annual report of its findings to the County Executive and the County Legislature, no later than February 1 of each year, covering the preceding calendar year. This report shall include an account of the Putnam County Veterans Memorial Park Advisory Board's activities and accomplishments, which shall be based upon accurate records of its meetings, financial transactions and other works.
- B. From time to time, the Putnam County Veterans Memorial Park Advisory Board shall submit such other reports and recommendations as are necessary to fulfill the purposes of this article, or are as requested by the County Executive or County Legislature.

Section 6.

§ 25-31. Compensation; expenses.

- A. The members of the Putnam County Veterans Memorial Park Advisory Board shall receive no compensation for their services.
- B. The County Legislature may appropriate funds for the expenses incurred by the Putnam County Veterans Memorial Park Advisory Board, including, but not limited to, expense for clerical assistance and printing and distribution of publications and educational and community awareness programs. The Putnam County Veterans Memorial Park Advisory Board should prepare and submit an annual budget in the manner prescribed by the County Executive.

Section 7.

§ 25-32. through § 25-34. (Reserved)

Section 8.

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

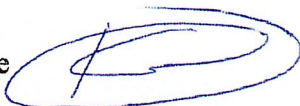
cc All



PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE

MEMORANDUM

TO: Diane Trabulsy, Clerk
Putnam County Legislature

FROM: Kevin M. Byrne
County Executive 

CC: The Putnam County Legislature

DATE: March 25, 2026

RE: Approval of Local Law #41 of 2026 with suggested amendments

2026 MAR 25 PM 3:11
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

This memo documents my approval of Local Law #41, amending Chapter 25, Article IV, entitled “Veteran Memorial Park Advisory Board”, which was initially introduced, in part, as part of my 2026 Budget Presentation. This memo also presents a series of modest subsequent edits for the Legislature to consider.

During the public hearing, certain members of Veteran Memorial Park Advisory Board were present. Public comments supported the intent of this legislation but also requested consideration for the subsequent revisions to simplify the language to ensure that the role of the Advisory Board remains advisory in nature rather than administrative, consistent with its intended purpose.

The requested revisions marked in red are reflected in the version attached for the legislature’s consideration.

I support these updates and respectfully request the Legislature consider advancing them accordingly.

PUTNAM COUNTY LEGISLATURE

Resolution #41

Introduced by Legislator: William Gouldman on behalf of the Physical Services Committee at a Regular Meeting held on March 3, 2026.

page 1

A LOCAL LAW TO AMEND CHAPTER 25 ENTITLED "ARTICLE IV. VETERANS MEMORIAL PARK ADVISORY BOARD"

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- B. The Putnam County Legislature believes that the Row of Honor flag installation on the shore of Lake Gleneida also provides meaningful recognition and remembrance of the active military and veterans of our country for their sacrifice to our nation.
- C. The Putnam County Legislature recognizes the need for an advisory board to work in conjunction with the Legislature and various other departments of the Putnam County government in an effort to protect and preserve this valuable park and recreation area, as well as the Row of Honor flag installation.
- D. The Legislature is also desirous of creating the Putnam County Veterans Memorial Park Advisory Board by amending Chapter 25 of the Putnam County Code to include Article IV,

§§ 25-26, 25-27, 25-28, 25-29, 25-30 and 25-31.

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There is hereby created the Putnam County Veterans Memorial Park Advisory Board which shall direct its efforts towards the following:

- A. Providing the Putnam County Legislature and County Executive with advice and counsel as to the use, maintenance, and daily operation of the Putnam County Veterans Memorial Park and the Putnam County Row of Honor; and
- B. Giving guidance to the Putnam County Legislature and County Executive with

State of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on March 3, 2026.

Dated: March 5, 2026

Signed: _____

Diane Trubusy
Clerk of the Legislature of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #41

Introduced by Legislator: William Gouldman on behalf of the Physical Services Committee at a Regular Meeting held on March 3, 2026.

page 2

- C. **respect to the approval of uses of the Putnam County Veterans Memorial Park; and Making recommendations to the Putnam County Legislature and County Executive as to the types of functions to take place at the Putnam County Veterans Memorial Park; and**
- D. **Giving guidance to the Putnam County Legislature and County Executive as to the manner in which the permanent structures and buildings which are currently located at the Putnam County Veterans Memorial Park are to be utilized; and**
- E. **Making recommendations to the Putnam County Legislature and County Executive with respect to the types of groups to be granted access to the Putnam County Veterans Memorial Park, as well as the types of activities to be engaged in by said group; and**
- F. **Making recommendations to the Putnam County Legislature and County Executive as to the types of permanent structures; and**
- G. **Making recommendations and providing advice to the Putnam County Legislature and County Executive with respect to the lease, sale or any other type of conveyance affecting any and all portions of the Putnam County Veterans Memorial Park; and**
- H. **Reviewing issues and problems surrounding applications for group use of the Putnam County Veterans Memorial Park and providing the Putnam County Legislature and County Executive with advice and recommendations as to the manner in which said applications should be approved or denied;**
- I. **Providing assistance and suggestions to the Putnam County Parks Superintendent with respect to the amendment and updating of the Putnam County Veterans Memorial Parks rules and regulations; and**
- J. **Coordinating with the office of the Putnam County Parks Superintendent and providing advice and guidance to him or her with respect to the issuance of special permits in connection with applications for group use of the Putnam County Veterans Memorial Park; and**
- K. **Providing assistance to the Putnam County Parks Superintendent as to the scheduling of events at the Putnam County Veterans Memorial Park; and**
- L. **Providing assistance to both Putnam County Parks Superintendent and Director of Veterans Services in reviewing applications for flag sponsorships in the Row of Honor; and**
- M. **Maintaining an active database of names and addresses of Row of Honor sponsors; and**
- N. **Making recommendations to the Putnam County Parks Superintendent for the**

State of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on March 3, 2026.

Dated: March 5, 2026

Signed: _____

Diane Trabulsy
Clerk of the Legislature of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #41

Introduced by Legislator: William Gouldman on behalf of the Physical Services Committee at a Regular Meeting held on March 3, 2026.

page 3

- repair and replacement of flags in the Row of Honor; and
- O. Working with the Putnam County Parks Superintendent to ensure that recommendations about the Row of Honor comply with the County's agreement with the Department of Environmental Protection for the shore of Lake Gleneida.

Section 3.

§ 25-28. Membership; terms. [Amended 7-3-2012 by L.L. No. 8-2012]

- A. The Putnam County Veterans Memorial Park Advisory Board shall consist of nine members who reside in the County of Putnam, of whom three members shall be people of experience and knowledge in the area of parks and open space maintenance and operation and/or recreational planning and operation, three members shall be veterans of the Armed Services of the United States of America two of which must be an active member of the Joint Veterans Council, one member shall be the Putnam County Parks Superintendent, one member shall be the Director of Veterans Services and one member shall not need be a veteran nor need have experience and knowledge in the area of parks and open space.
- B. Members shall be appointed by the Putnam County Executive, subject to confirmation by a simple majority of the Legislature.
- C. Members of the Putnam County Veterans Memorial Park Advisory Board shall be appointed for a three-year term. Members holding office on the effective date of this section shall continue to serve until the end of their existing term.
- D. A Putnam County Veterans Memorial Park Advisory Board member shall serve until his or her successor has been appointed.

Section 4.

§ 25-29. Chairperson.

The Putnam County Veterans Memorial Park Advisory Board shall elect a Chairperson from its members.

Section 5.

§ 25-30. Reports.

- A. The Putnam County Veterans Memorial Park Advisory Board shall review its actions and efforts on an annual basis and shall prepare and submit an annual report of its findings to the County Executive and the County Legislature, no later than February 1 of each year, covering the preceding calendar year. This report shall include an account of the Putnam County Veterans Memorial Park Advisory

State of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on March 3, 2026.

Dated: March 5, 2026

Signed: _____

Diane Trubusy
Clerk of the Legislature of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #41

Introduced by Legislator: William Gouldman on behalf of the Physical Services Committee at a Regular Meeting held on March 3, 2026.

page 4

Board's activities and accomplishments, which shall be based upon accurate records of its meetings, financial transactions and other works.

- B. From time to time, the Putnam County Veterans Memorial Park Advisory Board shall submit such other reports and recommendations as are necessary to fulfill the purposes of this article, or are as requested by the County Executive or County Legislature.

Section 6.

§ 25-31. Compensation; expenses.

- A. The members of the Putnam County Veterans Memorial Park Advisory Board shall receive no compensation for their services.
- B. The County Legislature may appropriate funds for the expenses incurred by the Putnam County Veterans Memorial Park Advisory Board, including, but not limited to, expense for clerical assistance and printing and distribution of publications and educational and community awareness programs. The Putnam County Veterans Memorial Park Advisory Board should prepare and submit an annual budget in the manner prescribed by the County Executive.

Section 7.

§ 25-32. through § 25-34. (Reserved)

Section 8.

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

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

APPROVED

[Handwritten Signature] 3/25/26
 COUNTY EXECUTIVE DATE

State of New York
 ss:
 County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on March 3, 2026.

Dated: March 5, 2026
 Signed: *[Handwritten Signature]*
 Diane Trabulsy
 Clerk of the Legislature of Putnam County

APPROVAL – PUTNAM COUNTY VETERANS MEMORIAL PARK – AMEND FEE SCHEDULE BY REPEALING PERMIT AND DAY PASS FEES

WHEREAS, by Resolution #143 of 2017, the Putnam County Legislature approved an amendment to Resolution #27 of 2009; the fee schedule for usage of the Putnam County Veterans Memorial Park; and

WHEREAS, by Resolution #363 of 2024, the Putnam County Legislature approved a revised fee schedule; and

WHEREAS, Veterans Memorial Park is the only waterfront that has not remained unavailable to green algae infestation; and

WHEREAS, there has been a decline in public use and enjoyment of these parklands since the imposition of the revised fee schedule; and

WHEREAS, Putnam County’s natural resources should be freely accessible for use and enjoyment by all Putnam County residents irrespective of socioeconomic status; and

WHEREAS, the amendment of the Veterans Memorial Park’s Fee Schedule by waiving the fees for all annual permits and non-group day passes will further this important public interest; and

WHEREAS, an increase in access to natural open spaces is a public good in furtherance of the health and well-being of Putnam County residents; and

WHEREAS, the Physical Services Committee has reviewed, discussed, and has determined that amending the Veterans Memorial Park’s Fee Schedule as attached is in the best interests of Putnam County and its residents; now therefore be it

RESOLVED, that the Putnam County Legislature amends the Veterans Memorial Park’s Fee Schedule by removing fees for all annual permits and non-group day passes; and

RESOLVED, that this resolution shall take effect immediately.

Park Fee Schedule Recommendations for 2025

Park Permits			
Annual Permit			\$40.00
2nd Annual Permit			\$20.00
Senior/ First Responder/ Putnam County Employee Annual Permit			\$20.00
2nd Senior/ First Responder/ Putnam County Employee Annual Permit			\$15.00
Non-Resident Permit			\$85.00
Veterans Day Pass w/ Veterans I.D. or F.A.V.O.R. card			Free
Day Pass			\$10.00
*Annual Permit add on Dog Park Access			\$25.00
Group Use Permit*	per day		
		up to 250 people	over 250 people
Family, Non for Profit, or Club		\$150.00	\$250.00
Commercial or for Profit		\$250.00	\$350.00
*security deposit required		\$150.00	\$300.00
Commercial Events Charging parking fee	per car		\$2.00
Commercial Events charging Admission 15% fee on Ticket Sales			
Whipple-Feeley Chapel Rental*	per day	(capacity 99 people)	\$250.00
<i>*security deposit required</i>			
Pavilion Rental (Lower Park)	per day		
		without Annual Permit	with Annual Permit
Large Pavilion		\$125.00	\$100.00
Small Pavilion		\$75.00	\$50.00
Day Campers			\$5.00
Vendor Permits	per day		\$50.00
Add-ons for Rentals			
10'x20' Pop-up Tent	per event		\$50.00
Light Tower	per event		\$50.00
Stage Trailer	per event		\$100.00
Maintenance Fee*	per hr		\$35.00
<i>* includes monitoring bathrooms, trash disposal, & ground litter pick up</i>			
Wedding Bundle	per day	\$	350.00
<i>*includes Whipple-Feeley Chapel and group use of upper park</i>			
Overnight Camping	(for events only)	\$	20.00
Community Garden at Tilly Foster			
Garden Plot		\$	40.00
2nd Garden Plot		\$	35.00
Partial Plot		\$	20.00
2nd Partial Plot		\$	15.00
Small Partial Plot		\$	10.00
Miscellaneous			

Bench Donation

\$ 180.00

Film/Commercial Shoot

\$ 500.00

APPROVAL/RESOLUTION IN SUPPORT OF PUTNAM COUNTY'S USE OF WQIP FUNDS FOR YEARS ELEVEN THROUGH FIFTEEN OF STORMWATER RETROFIT PROGRAM FOR EAST OF HUDSON WATERSHED CORPORATION

WHEREAS, the County of Putnam (hereinafter the "County") and the City of New York (hereinafter the "City"), as well as other various parties, executed the 1997 Watershed Memorandum of Agreement (hereinafter the "MOA") to, among other things, protect the water supply of the City for use by the City's residents and non-residents; and

WHEREAS, Section 140(a) of the MOA provides that WQIP Funds shall be used to support a program of water quality investments in East of Hudson (defined by the MOA as "the drainage basins of the specific reservoirs and controlled lakes of the New York City Watershed located east of the Hudson River in the New York Counties of Dutchess, Putnam and Westchester"); and

WHEREAS, County and the East of Hudson Watershed Corporation (hereinafter the "EOHWC") entered into an agreement dated June 12, 2012, as amended by an amendment dated as of May 10, 2016 (the "County IMA"), pursuant to which the County transferred to EOHWC the sum of Eight Million Two Hundred Thousand Dollars (\$8,200,000.00) to facilitate the administration, design, construction management, construction, and operation and maintenance of certain eligible projects included in the Regional Stormwater Retrofit Plans; and

WHEREAS, the Regional Stormwater Retrofit Plans were designed to achieve compliance with the phosphorus reduction targets established by the New York State Department of Environmental Conservation ("NYSDEC"); and

WHEREAS, the EOHWC is nearing the completion of implementation of the second five-year Regional Stormwater Retrofit Plan and plans to use the projected balance of WQIP Funds toward the administration, design, construction and implementation, operation and maintenance of stormwater retrofit projects within the third five-year stormwater retrofit plan approved by NYSDEC, as amended from time to time with NYSDEC approval ("Stormwater Retrofit Plan") in order to achieve compliance with the applicable NYSDEC General Permit for Municipal Separate Storm Sewer Systems ("MS4 Permit"); and

WHEREAS, the County and Legislature agree it is in the best interest of the County to continue, by and through the EOHWC, the coordinated approach to implementing the Stormwater Retrofit Plan in order to achieve phosphorous removal targets and/or requirements as a whole for an additional five-year period; and

WHEREAS, the County has made a preliminary decision to contribute toward the design, construction, implementation operation and maintenance of stormwater retrofit projects, including administrative expenses associated therewith, identified within the third five year Regional Plan to achieve compliance by County municipalities in the New York City Watershed with the MS4 Permit and with the phosphorus reduction targets established by NYSDEC by entering into an amendment to the County IMA to provide for the use of the balance of WQIP Funds provided to EOHWC and providing an additional amount of \$1,500,000 of WQIP Funds to EOHWC for such purpose; now therefore be it

RESOLVED, the Putnam County Legislature hereby approves the use of the balance of WQIP Funds provided to EOHWC and providing an additional amount of \$1,500,000 of WQIP Funds to EOHWC for such purpose; and be it further

RESOLVED, that the County Executive with the assistance of the County Attorney is authorized to draft/execute the required agreement and/or addenda in connection with the County's continued desire to commit the unused and remaining balance of the 8.2 Million EOH WQIP funds, by and through the EOHWC, for a third five-year Storm Retrofit Plan; and be it further

RESOLVED, that the Putnam County Legislature shall transmit the "Right of Objection" letter required under the terms of the MOA; and be it further

RESOLVED, that upon conclusion of the objection process, the Commissioner of Finance is authorized to transfer and disburse the approved funds from the earnings on the WQIP Funds accordingly.

CC: A11



PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE

MEMORANDUM

TO: Hon. Daniel G. Birmingham, Chair
Putnam County Legislature

CC: Diane Trabulsy
Clerk of the Legislature

Thomas Feighery
Commissioner, Dept. of Public Works

C. Compton Spain,
County Attorney

Anna M. Diaz
Senior Deputy County Attorney

FROM: Kevin M. Byrne
County Executive

DATE: April 17, 2026

RE: Resolution in support of Putnam County's use of WQIP Funds for years 11 through 15 of Stormwater Retrofit Program for East of Hudson Watershed Corporation

2026 APR 17 AM 11:10
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Please accept this Letter of Necessity for the Legislature to place the enclosed resolution on the upcoming Physical Committee meeting scheduled for April 23, 2026, for review and approval.

The proposed resolution is recommended inasmuch as continued collaboration and joint efforts with the East of Hudson Watershed Corporation to implement the Stormwater Retrofit Plan in order to achieve phosphorous removal targets and/or requirements wholly, the foregoing conducive to reducing costs and efficiently managing and maximizing resources for an additional five-year term.

It is respectfully submitted that extending the County's commitment to continue funding the Program for an additional five-year period will further the County's environmental obligations and responsibilities to the Putnam County community and have a favorable impact across the municipalities that lie in the EOH Watershed area.

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue

Carmel, New York 10512

Phone (845) 808-1020 • Fax (845) 808-1933

putcoleg@putnamcountyny.gov

Daniel G. Birmingham *Chairman*
William Gouldman *Deputy Chair*
Diane Trabulsky *Clerk*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Jake D'Angelo	Dist. 5
Thomas Regan Jr.	Dist. 6
Daniel G. Birmingham	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

MEMORANDUM

DATE: April 17, 2026

TO: William Gouldman
Chairman Physical Services

FROM: Daniel G. Birmingham *DGB/det*
Chairman, Putnam County Legislature

RE: 4-17-2026 Letter of Necessity- WQIP Funds for Years 11 through 15 of Stormwater Retrofit Program for EOH Watershed Corporation

Pursuant to Section IV. Rules of Order and Procedure Rule 14(A.) of the Legislative Manual, I am referring this item to the April 23, 2026, Physical Services Committee for consideration.

Thank you for your attention to this matter.