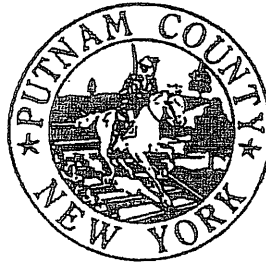


THE PUTNAM COUNTY LEGISLATURE

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

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



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

AGENDA

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

(Chairman Ellner, Legislators Castellano & Crowley)

Tuesday

March 12, 2024

(Will Immediately Follow the 6:30p.m. Personnel Mtg)

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Acceptance/ Physical Services Meeting Minutes/ February 12, 2024**
- 4. Approval/ Budgetary Amendment – 24T032/ Prorated Cost of the Project between Putnam County and Terravest International Property Located at 322 Clock Tower Commons in Brewster – to Cover Approximately 5% of the Pump and Installation Fees/ Commissioner of DPW Thomas Feighery**
- 5. Approval/ Capital Projects 24CP02 – Facility Beautification Program/ Commissioner DPW Thomas Feighery**
- 6. Approval/ Adoption of Resolution to Increase Federal Aid Agreement’s Maximum Amount Payable for the County Unified Planning Work Program (UPWP)/ Commissioner Department of Planning, Development and Public Transportation Barbara Barosa**
- 7. Approval/ Budgetary Amendment – 24A023/ Use of Coronavirus Response and Relief Supplemental Appropriations Act Funds- Cover Excess Cost of Four (4) Transit Vans and Bus/ Commissioner Department of Planning, Development and Public Transportation Barbara Barosa**
- 8. Approval/ Ratification of FY 2025 Congressionally Directed Spending Applications in Putnam County for Capital Infrastructure Projects/ Commissioner Department of Planning, Development and Public Transportation Barbara Barosa**
- 9. Other Business**
- 10. Adjournment**

MARCH Prep Mtg
3/12/24
#3

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

Committee Members: Chairman Ellner, Legislators Castellano & Crowley

Monday **February 12, 2023**
(Economic Development Immediately Followed)

The meeting was called to order at 6:30p.m. by Chairman Ellner and he requested Legislator Crowley lead in the Pledge of Allegiance. Upon roll call, Legislators Castellano, Crowley, and Chairman Ellner were present.

Item #3 - Acceptance/ Physical Services Meeting Minutes/ December 18, 2023

Chairman Ellner stated the minutes were accepted as submitted.

Item #4 - Approval/ Capital Project - 24CP01/ To Establish a Program to Undertake Preventative & Emergency Care of the Heating, Ventilation & Air Conditioning (HVAC) Repairs and Improvements Throughout the County Facilities/ Commissioner DPW Thomas Feighery

Deputy Commissioner DPW Joseph Bellucci stated the County maintains approximately 600 HVACs throughout its facilities. He stated despite their efforts to keep all of the systems up and running, incidents occur. He explained recently there was a need to replace RTUs at the County's golf facility and the Department of Public Works building. He stated this request is to secure Capital Funds to address HVAC repairs and improvements at various County facilities and keep these systems in a state of good repair.

Chairman Ellner stated the requesting memo, backup to this agenda item, clearly states the amount is not to exceed \$200,000.

Chairman Ellner made a motion to Approve Capital Project 24CP01; Seconded by Legislator Crowley. All in favor.

Item #5 - Approval/ Authorizing the Implementation, and Funding in the First Instance 100% of the Federal-Aid and State "Marchiselli" Program-Aid Eligible Costs Of A Transportation Federal-Aid Project/ Fair Street Construction Project/ Commissioner DPW Thomas Feighery

Deputy Commissioner DPW Joseph Bellucci stated the hope is that the Fair Street Construction Project will begin this Spring.

Chairman Ellner questioned if there is a projected date as to when the County will publish the RFP (Request for Proposal).

Deputy Commissioner DPW Joseph Bellucci stated he believes a safe estimate is within the next few weeks.

Legislator Crowley stated she is glad to see this, and that this project is going to begin. She stated the residents will be very happy.

Chairman Ellner made a motion to Approve / Authorizing the Implementation, and Funding in the First Instance 100% of the Federal-Aid and State "Marchiselli" Program-Aid Eligible Costs Of A Transportation Federal-Aid Project/ Fair Street Construction Project; Seconded by Legislator Castellano. All in favor.

Item #6 - Discussion/ Use of Water Quality Investment Program (WQIP) Funding to Acquire Municipal Separate Storm Sewer System (MS4) Maintenance Equipment: Two (2) Vacall Street Sweepers and One (1) Multi-Use Vector Truck/ Commissioner DPW Thomas Feighery

Deputy Commissioner DPW Joseph Bellucci stated the County's current Sweeper and Vector Truck (Vehicles), are both severely outdated. He explained they both have a condition rating of four (4); the best being one (1) and the worst being five (5). He stated the Administration believes the utilization of WQIP funding for these purchases would serve the County and its residents very well.

Chairman Ellner stated he believes the County's current Vehicles were used at the time they were purchased.

Commissioner DPW Thomas Feighery stated that is correct. He stated these Vehicles are critical in the County's required compliance to the MS4 Program.

Legislator Castellano questioned if any of the Towns have similar equipment.

Commissioner DPW Thomas Feighery stated they do not have Vehicles that are capable of doing what the requested Vehicles will be able to do. He spoke to the additional functions of the Vehicles briefly. He stated the County plans to assist the other municipalities, approximately two (2) times a year. He stated the Town of Carmel has a Vacall Truck, which is also aging out.

Legislator Crowley stated she supports the proposal to purchase new Vehicles. She stated with the FEMA mitigation updates that have been done, the County needs to do all it can to maintain them. She stated Putnam County also needs to protect the New York City Watershed, which these vehicles will help with that.

Legislator Nacerino stated Commissioner Feighery answered her question. She stated she wanted to mention for the record she always encourages and likes the idea of sharing equipment. She stated often the question does come up with which municipality will operate the equipment, and she recognized Commissioner Feighery for addressing that.

Legislator Montgomery stated that she is also in favor of this. She stated her Legislative District is suffering greatly because of the recent storms. She stated the Town of Philipstown needs to rent these Vehicles. She stated they recently learned they will be responsible for maintaining the culverts along the State roads, which were previously managed by the State. She stated this will be a big help. She stated and of course the environmental impact is to be considered. She stated a lot of community groups organize and participate in “roadside cleanups”. She stated she finds it to be terrifying on some of the roadways. She stated these Vehicles will be very helpful.

Chairman Ellner questioned if there is outside funding to cover the cost of these requested Vehicles.

Commissioner DPW Thomas Feighery stated that was correct. He stated the cost will be covered by the WQIP Funds.

Chairman Ellner stated he looks forward to Commissioner Feighery bringing this matter back for consideration and approval once it is ready.

Commissioner DPW Thomas Feighery stated for informational purposes, the County purchased with the 2023 CHIPS (Consolidated Local Street and Highway Improvement Programs) funds another Vacall Truck that will have a side arm that will allow the County to do some roadside cleanup at a faster and safer rate. He stated the Vacall Truck will arrive this year.

Item #7 – Other Business

Chairman Ellner made a motion to Waive the Rules and Accept All the Other Business; Seconded Legislator Crowley. All in favor.

a) Approval/ Budgetary Amendment 24A016/ Funds to Replace 4 Rooftop HVAC Units on the Putnam County Supreme Courthouse at 20 County Center / Commissioner of Finance Michael Lewis

Commissioner DPW Thomas Feighery stated the County was hoping the State would cover the Cost of the four (4) HVAC replacement units for the Putnam County Supreme Courthouse at 20 County Center, or at least cover some of it. He stated unfortunately that was not the case. He stated the units are in need of replacement and the cost must be covered by the County. He stated the State did give some funds toward the maintenance of the new units for the next few years.

Chairman Ellner stated that is what warranted the letter of necessity from the Commissioner of Finance Lewis to have this item considered this evening. He stated the funding amount and fiscal impact for 2024 is \$435,000.

Chairman Ellner made a motion to Approve Budgetary Amendment 24A016/ Funds to Replace 4 Rooftop HVAC Units on the Putnam County Supreme Courthouse at 20 County Center; Seconded by Legislator Castellano. All in favor.

b) Discussion/ Progress on the installation of the AV Equipment in Conference Room #318/ Chairman of Physical Services Greg Ellner

Chairman Ellner stated he wanted to point out that the cameras have been installed in the Legislature's Conference Room #318, which is where they were. He stated we are progressing in the process of having the Committee Meetings streamed.

Legislator Montgomery questioned if we know the overall cost. She questioned or if this is something the Chairman of the Legislature does at his discretion.

Chairman Ellner stated he does not have the total cost, but he will get it.

Legislator Montgomery stated she did submit a proposal for the same, as you are all aware, she provided a copy to all of the Legislators over a year ago. She stated she supplied it twice. She stated it would be interesting to compare them.

Legislator Nacerino stated funding to cover the costs was included and passed in the budget.

Chairman Jonke confirmed that is correct and he believes the amount approved was approximately \$60,000.

Legislator Montgomery requested a breakdown of the cost of the equipment being purchased.

Chairman Ellner confirmed he will get the information.

Item #8 - Adjournment

There being no further business at 6:45 P.M. Chairman Ellner made a motion to adjourn; Seconded by Legislator Castellano. All in favor.

Respectfully submitted by Deputy Clerk Diane Trabulsy.

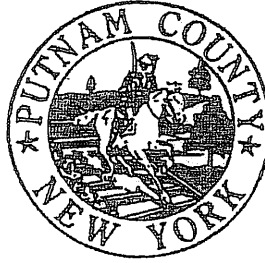
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Paul E. Jonke Dist. 6
Joseph Castellano Dist. 7
Amy E. Sayegh Dist. 8
Erin L. Crowley Dist. 9

-REVISED-

AGENDA

PHYSICAL SERVICES COMMITTEE

TO BE HELD IN ROOM 318

PUTNAM COUNTY OFFICE BUILDING

CARMEL, NEW YORK 10512

(Chairman Ellner, Legislators Castellano & Crowley)

Monday

6:30p.m.

February 12, 2024

(The Economic Development Meeting will Immediately Follow)

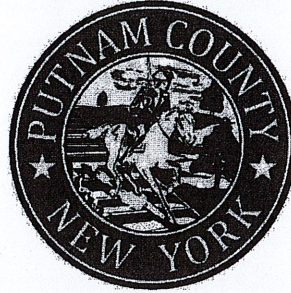
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- 2. Roll Call**
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- 5. Approval/ Authorizing the Implementation, and Funding in the First Instance 100% of the Federal-Aid and State "Marchiselli" Program-Aid Eligible Costs Of A Transportation Federal-Aid Project/ Fair Street Construction Project/ Commissioner DPW Thomas Feighery**
- 6. Discussion/ Use of Water Quality Investment Program (WQIP) Funding to Acquire Municipal Separate Storm Sewer System (MS4) Maintenance Equipment: Two (2) Vacall Street Sweepers and One (1) Multi-Use Vector Truck/ Commissioner DPW Thomas Feighery**
- 7. Other Business**

a) Approval/ Budgetary Amendment 24A016/ Funds to Replace 4 Rooftop HVAC Units on the Putnam County Supreme Courthouse at 20 County Center / Commissioner of Finance Michael Lewis

b.) Discussion/ Progress on the installation of the AV Equipment in Conference Room #318/ Chairman of Physical Services Greg Ellner

8. Adjournment

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

cc:all
Phys: 3/12
A+A

Reso
#4

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: Budgetary Amendment – 24T032
DATE: February 15, 2024

2024 FEB 20 AM 10:32
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

General Fund:			
Increase Appropriations:			
10511100 54647	Sub Contractors		\$ 20,720.00
Decrease Appropriations:			
10199000 54980	General Contingencies		\$ 20,720.00
	Fiscal Impact 2024 - \$20,720		
	Fiscal Impact 2025 - \$0-		

Please refer to the attached correspondence. This is the prorated cost of the project between Putnam County and Terravest International Property located at 322 Clock Tower Commons in Brewster for the Pump and Installation Fees. Approximately 5% of the cost was Putnam County's share. NYSEG, Ace Endico, Caremount Medical and West Tractor absorbed the rest of the cost of the project.

Covington Development, LLC

322 Clock Tower Commons
Brewster, NY 10509
845-279-9565

January 2, 2024

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

RE: Terravest International Property Owners
2024 Budget and New Pump

Dear Ms. Kishbaugh:

As you know, pump #1 (new pump) went down this year and we had to rely on pump #2 (old pump) for the fire protection. W&M Sprinkler has deemed that pump #2 is no longer sufficient to provide the proper protection and the time has come to replace pump #2. W&M Sprinkler has put together an estimate for the new pump and installation, that has been reviewed by me, Harold Lepler and Michael Endico. We realize and agree that this is the only option, and have signed off with W&M Sprinkler. The new pump will be ordered before the end of the year. A copy of the proposal from W&M Sprinkler for the pump and installation is attached for your review and documentation.

W&M Sprinkler has provided all pump related line items on the 2024 budget. All other line items are based on the actual cost in 2023.

I have attached a request for funds for the 2024 budget, along with the request for funds for the new pump and installation.

If you are in agreement with the attached figures, kindly forward the funds to our office. As always, if you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



Lori Macomber
Office Manager

lm
enclosures

Covington Development, LLC

322 Clock Tower Commons
Brewster, NY 10509
845-279-9565

January 2, 2024

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

RE: Terravest International Property Owners
New Pump and Installation

INVOICE

Pump	\$330,000.00
Installation	\$ 62,300.00
Taxes	\$ <u>32,286.30</u>
Total	\$424,586.30
\$424,586.30 X 4.88%	\$ 20,719.81
Amount requested	\$ 20,719.81

Please make check payable to

**Terravest International Property Owners, Ltd.
C/o Covington Development, LLC
322 Clock Tower Commons
Brewster, New York 10509**

Thank You!

To Be Funded as Follows:	NYSEG	NYSEG	NYSEG	ACE	CAREMOUNT	PUTNAM	WEST.	TOTAL
	Lot 6	Lot 8	TOTAL	ENDICO	MEDICAL	COUNTY	TRACTOR	
	5.62%	19.69%	25.31%	56.92%	6.07%	4.88%	6.82%	100%
Funds Required for New Pump	\$ 23,861.75	\$ 83,601.04	\$ 107,462.79	\$ 241,674.52	\$ 25,772.39	\$ 20,719.81	\$ 28,956.79	\$ 424,586.30
Total required from members:	\$ 23,861.75	\$ 83,601.04	\$ 107,462.79	\$ 241,674.52	\$ 25,772.39	\$ 20,719.81	\$ 28,956.79	\$ 424,586.30



50 Broadway
Hawthorne, NY 10532
Phone: 914-741-2222

1433 Bassett Ave.
Bronx, NY 10461
Phone: 718-409-5616

630-1 Broadway Ave.
Holbrook, NY 11741
Phone: 631-472-4500

12/17/23

Terravest
322 Clock Tower Commons
Brewster, NY 10509

23-S1203 R1 Terravest - Pump #2 Package Replacement

W&M Fire Protection is pleased to provide you with our proposal for the following scope of work:

Base Price: \$330,000.00

Proposal Scope:

1. W&M will isolate the water feed as needed to remove the existing fire pump & driver from service.
 - From this point until completion, Pump #2 should be considered completely offline.

2. W&M will demo & remove the existing fire pump, diesel driver, main pump controller, jockey pump controller, jockey pump, sensing lines, battery tray, & fuel cell.
 - The method of removal is to be determined & W&M has carried provisions in this budget for Option #1. W&M has identified multiple options, but more information is required to be determined by owners.
 - Option #1 INCLUDED (Least Impact) The least impact on keeping Pump #1 in service for the duration would be to have access cut through the roof & remove/install the pumps through the hole. W&M has carried a budget figure to provide a rigging contractor & crane to facilitate this portion. A separate proposal #23-S1946 has been provided to include the necessary modifications & general contracting.
 - Option #2 NOT INCLUDED (Higher Impact) W&M will temporarily remove all piping & components of Pump #1 necessary to rig the old fire pump out & the replacement in. Pump #1 would be offline for approx. 3-5 days.

3. W&M will install a new fire pump, diesel driver, jockey pump, & controllers including the following:
 - 2500 GPM @170psi Main Fire Pump
 - Clark Tier 3 Diesel Driver, 412HP @ 2100RPM
 - 6" Muffler
 - 10 GPM Jockey Pump
 - 572 Gallon Double Wall Fuel Tank w/ Leak Sensor
 - Casing Relief Valve
 - Suction & Discharge Gauges
 - Automatic Air Relief Valve
 - 6" Main Relief Valve w/ 6"x10" Waste Cone
 - 10" Test Header
 - New UL/FM NEMA2 Main Fire Pump Controller
 - New UL/FM NEMA2 Jockey Pump Controller

4. W&M will upsize the suction & discharge piping as needed to accommodate the new fire pump.



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Phone: 631-472-4500

5. W&M will perform all wiring for power & controls for the new jockey pump & main fire pump controllers.
6. W&M will provide a factory tech for full start up & testing of the new pump package.
7. W&M will integrate the new fire pump controller to the fire alarm system.

Bid Qualifications:

1. W&M excludes performance of an engineering analysis of the campus/site demand. The pump to be installed matches the spec of Pump #1 which was previously installed.
2. Any/all permitting. W&M considers this a like-in-kind replacement. In the event permit becomes a requirement, cost to be added.
3. W&M excludes premium time in this price unless otherwise noted above.
4. Temporary removal of Pump #1 components to facilitate the project. In the event Option #2 is selected above, W&M will provide a change order as determined & agreed upon with ownership.
5. W&M excludes painting or prepping of piping for paint.
6. Replacement of the fire pump pad. Condition to be evaluated upon removal of the existing pump. In the event the pump pad is to be replaced, alternate pricing has been provided under proposal #23-S1946.
7. W&M excludes temporary coverage or fire watch.
8. W&M excludes shut down fees.
9. W&M excludes any bond or liquidated damages.
10. Price valid until 12/30/23. Material pricing has been confirmed to be valid until the start of 2024.
11. W&M Fire Protection is not a Disadvantaged Business Enterprise. Furthermore, no DBE, MWBE or other minority program participation goals or requirements are included or inferred. Should this project involve DBE, MWBE or other minority program participation goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact W&M Fire Protection.
12. W&M's price is based on mutually agreeable contract terms and conditions.
13. *W&M does not include any tax in the above quoted price. The appropriate amount will be added if a tax-exempt certificate is not issued before the project is started.*
14. *W&M excludes any/all permitting cost, design, or hydraulic calculation costs unless otherwise noted above.*
15. *Payment terms to be NET30 unless otherwise agreed upon in writing.*



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Hawthorne, NY 10532
Phone: 914-741-2222

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Bronx, NY 10461
Phone: 718-409-5616

630-1 Broadway Ave.
Holbrook, NY 11741
Phone: 631-472-4500

We hope this proposal meets with your satisfaction and look forward to working with you on this project.

Sincerely,

W&M Fire Protection

Timothy Paul
Project Manager

If our quotation is acceptable, please sign below & return to my attention at Tim.Paul@WMFPS.US

Signature

Date

Purchase Order #: _____

Terms and Conditions

Performance of the work listed above constitutes acceptance of the following terms and conditions:

<https://www.wmfireprotection.com/terms>



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Hawthorne, NY 10532
Phone: 914-741-2222

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Bronx, NY 10461
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Phone: 631-472-4500

12/15/23

Terravest
322 Clock Tower Commons
Brewster, NY 10509

Terravest Pump House
Zimmer Road
Brewster, NY 10509

23-S1946 Terravest Pump House - Pump Replacement Alternates

W&M Fire Protection is pleased to provide you with our proposal for the following scope of work:

Base Price: **\$62,300.00**

Proposal Scope:

1. W&M will provide all necessary appurtenances, dumpster, porta-john, materials, supervision & general labor necessary to perform the following services.
2. W&M will demo & remove the existing roofing as needed to access the metal decking. Metal decking will be cut & removed to access the existing beams. All demo materials to be discarded.
3. W&M will frame a temporary curb to facilitate temporary weather covering of the exposed roof.
4. W&M will provide a crane service to remove the existing fire pump components and install the new components.
5. W&M will install new, ancillary supports as needed to the existing beams to facilitate the appropriate roof patching as needed.
6. W&M will supply & install new insulation over the 1.5" metal roof decking.
7. W&M will install new 1.5" metal roof decking over the previously opened area and splice into the roof as needed.
8. W&M will patch the existing EPMD roof over the opening and splice into the existing roof as needed.
9. W&M will disconnect the interior lighting & conduit as needed to facilitate the above modifications. All electrical modifications to be restored upon completion.

Add Alternates:

10. In the event the existing pump pad needs to be replaced or repaired -- **ADD - \$15,200.00**
 - Condition to be evaluated upon removal of the existing pump.
 - Re-working of the pump pad will require additional cost for additional days needed with the crane (included).
11. In the event the entire EPMD roofing membrane is to be replaced with new aluminum drip edge -- **ADD \$37,000.00**
12. It is W&M's belief that the roof deck does not contain a concrete layer over the roof deck, but further exploratory demo will be needed to determine. In the event there is a concrete layer, a change order will be required. *Pricing to be determined.*

Bid Qualifications:

13. W&M excludes installation of seismic or sway bracing unless otherwise noted above.
14. W&M excludes premium time in this price unless otherwise noted above.
15. W&M excludes painting or prepping of piping for paint.
16. W&M excludes temporary coverage or fire watch.
17. W&M excludes shut down fees.
18. W&M excludes any bond or liquidated damages.
19. W&M Fire Protection is not a Disadvantaged Business Enterprise. Furthermore, no DBE, MWBE or other minority program participation goals or requirements are included or inferred. Should this project involve DBE, MWBE or other minority program participation goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact W&M Fire Protection.
20. W&M's price is based on mutually agreeable contract terms and conditions.
21. This proposal is valid for a period of 30 days from the date hereof.
22. *W&M does not include any tax in the above quoted price. The appropriate amount will be added if a tax-exempt certificate is not issued before the project is started.*
23. *W&M excludes any/all permitting cost, design, or hydraulic calculation costs unless otherwise noted above.*
24. *Payment terms to be 25% deposit at proposal acceptance & balance NET30 upon completion.*

We hope this proposal meets with your satisfaction and look forward to working with you on this project.

Sincerely,

W&M Fire Protection



Timothy Paul
Project Manager

If our quotation is acceptable, please sign below & return to my attention at Tim.Paul@WMFPS.US

Signature

Date

Purchase Order #: _____

Terms and Conditions

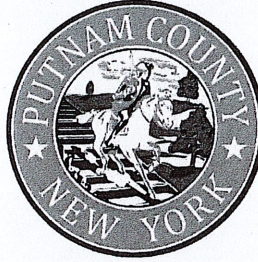
Performance of the work listed above constitutes acceptance of the following terms and conditions:

<https://www.wmfireprotection.com/terms>

cc: all
Phys 3.12.24
approval

#5

Joseph Bellucci
Deputy Commissioner



Thomas Feighery
Commissioner

DEPARTMENT OF
PUBLIC WORKS

842 Fair Street
Carmel, New York 10512
Phone: 845-878-6331 Fax: 845-808-1908

2024 MAR - 1 AM 10:36
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

MEMORANDUM

TO: Diane Schonfeld, Clerk, County Legislature
FROM: Alexis M. Hawley, Assistant Supervisor of Planning & Design
CC: Thomas Feighery, Commissioner
Joseph Bellucci, Deputy Commissioner
Michael Lewis, Commissioner of Finance
DATE: March 1, 2024
RE: Physical Services – 24CP02 – Facility Beautification Program

Please approve the necessary resolution to authorize 24CP02 in an amount not to exceed \$50,000.

We are requesting the funding for a program to improve and upgrade the exterior aesthetics and amenities at various County facilities. The initial funding will be used to address the County Office Building, the Donald B Smith Campus and the Board of Elections Building. Efforts will include but are not limited to landscaping improvements, privacy fencing around visible mechanicals and dumpsters, planters, picnic tables and pedestrian pathways. The remaining funds will be used to programmatically address similar needs at other County facilities.

We respectfully request your authorization of the funds necessary to establish this beautification program.

Thank you for the consideration.



cc: all
Phys. Reso
3-12-24

#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

2024 MAR -4 AM 11:42
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

TO: Greg Ellner
Chair, Physical Services Committee

CC: Paul Jonke
Chair, Putnam County Legislature

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

DATE: March 4, 2024

RE: Adoption of Resolution to Increase Federal Aid Agreement's Maximum Amount Payable

Attached please find for your consideration a resolution to increase the maximum amount payable for our Unified Planning Work Program (UPWP) program. Putnam County, as a MPO Member Agency, has a Federal-Aid Project Agreement between NYSDOT and Putnam County that enables NYMTC to "pass-through" federal planning funds, authorized through NYMTC's UPWP, to Putnam County. Such agreements have a maximum amount payable (MAP) established in the Agreement's Schedule A.

The Agreement established for Putnam County for the period of performance between April 1, 2012, and March 31, 2022, has a MAP that is less than the amount of federal aid received by Putnam County through the UPWP over that same period. Therefore, NYSDOT/NYMTC must request that Putnam County adopt a resolution whereby the County will agree to "pay in the first instance" an increase in the contract's MAP. Once adopted, NYSDOT/NYMTC will work through OSC to increase the Agreement's Schedule A amount prior to fully reimbursing the County for eligible work undertaken within the Agreement's period of performance and increase the Schedule A amount by \$666,292.

It is respectfully requested that this matter be placed on the Physical Services Committee Meeting agenda scheduled on March 12, 2024. Thank you.

cc: Kevin M. Byrne, County Executive
Compton Spain, County Attorney
Michael Lewis, Commissioner of Finance

**APPROVAL/ UPDATED METROPOLITAN PLANNING ORGNIZATION (MPO) FEDERAL AID
PROJECT AGREEMENT/ PLANNING**

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, federal funds are provided to New York State for the purpose of carrying our Federal-Aid Highway and public transit projects pursuant to various Transportation Acts as administered by Federal Highway Administration ("FHWA") and Federal Transit Administration ("FTA"); and

WHEREAS, certain transportation planning activities (the "Project") are eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such programs to be borne at the ratio of 80% Federal Funds and 20% non-federal funds; and

WHEREAS, Resolution No. 76 of 2012 adopted by the County of Putnam on March 14, 2012 approved the County's participation in the project; and

WHEREAS, it was subsequently found necessary to undertake additional Project work not contemplated in the original agreement authorized by the previous Resolution; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for additional Project work; and

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

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

RESOLVED, that the Putnam County Legislature hereby authorizes the County of Putnam to pay in the first instance 100% of the federal and non-federal share of the cost of the additional Project work or portions thereof; and it is further

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

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

RESOLVED, this Resolution shall take effect immediately.



MEMORANDUM
DEPARTMENT OF TRANSPORTATION

TO: D Kimmel Prog. Mgmt. Division, 6th Fl
FROM: *MT* M. Tamarkin, Contract Management Bureau, 50 Wolf Rd, Suite 1CM *5x*
SUBJECT: MISCELLANEOUS AGREEMENT: C033470 PIN: PTPN.12
Putnam County Sub Regional Program
Putnam County
DATE: Tuesday, August 07, 2012

Enclosed are approved copies of the above identified agreements which have been
been approved on 8/2/2012

Enclosures

MPO MEMBER AGENCY FEDERAL-AID PROJECT AGREEMENT
COMPTROLLER'S CONTRACT NO. C033470

This Agreement, effective this first day of April 2012, is by and between the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232 on behalf of New York State ("State"),

and

Putnam County ("Member Agency"), acting by and through *Mary Ellen Odell, County Executive*, its duly authorized representative, whose office is located at *County Office Building, 40 Gleneida Avenue, Carmel, New York 10512*, on behalf of itself and as a duly-designated member of the below-mentioned Metropolitan Planning Organization.

This agreement provides for the funding of transportation planning activities described in an approved Unified Planning Work more fully described by Schedules A and B annexed to this agreement or one or more duly executed and approved Supplemental Schedules to this agreement (as more specifically described in such Schedules A and B or supplemental Schedules A and B, the "Project").

WITNESSETH:

WHEREAS, the Governor, with the concurrence of the units of local governments composing and representing the entirety of the *the New York State portion of the New York-Newark, NY-NJ-CT urbanized area*, has designated the *New York Metropolitan Transportation Council (NYMTC)* as the metropolitan planning organization for the *New York State portion of the New York-Newark, NY-NJ-CT urbanized area* (hereinafter, "the MPO"); and

WHEREAS, the United States has provided Federal funds to the State for the purpose of carrying out Federal-Aid Highway and public transit projects pursuant to various Transportation Acts as administered by the Federal Highway Administration ("FHWA") and the Federal Transit Administration ("FTA") including, but not limited to those listed below; and

WHEREAS, the New York State Highway Law authorizes the Commissioner to use federal aid available under the Federal-aid highway acts; and

WHEREAS, 23 USC §134 requires and provides for designated metropolitan planning organizations to develop transportation plans and programs for urbanized areas, including long range plans, transportation improvement programs, and congestion management systems for those areas which constitute transportation management areas under §134; provides for coordination between metropolitan planning organizations, sets forth factors to be considered in planning, sets requirements for federal certification of the metropolitan planning process, provides for MPO consultation in Transportation Plan and TIP coordination and also provides for the selection of projects from TIPs, authorizes abbreviated plans and programs for smaller urbanized areas, and imposes additional requirements for certain non-attainment areas, under §134; and

WHEREAS, 23 USC §142, authorizes, and provides that Federal funds apportioned under 23 USC §104 shall be available to finance high occupancy vehicle (HOV) lane, "park and ride" facility, and other projects on federal-aid highways, in order to encourage the use of buses to increase the traffic capacity of Federal-aid systems; carry out any capital transit project eligible for assistance under chapter 5303 of Title 49, provide access and coordination between intercity and rural bus service, and provide connections between highway transportation and other modes of transportation; and

WHEREAS, 23 USC §142 also makes Federal Highway Trust Fund moneys and Federal funds apportioned

MPO Member Agency Federal-Aid Project Agreement

under 23 USC §104 and administered by the FTA, available for capital improvements to carry out any capital transit project eligible for assistance under chapter 5303 of Title 49, provide access and coordination between intercity and rural bus service, and to provide connections between highway transportation and other modes of transportation; and

WHEREAS, 23 USC §142 also provide for the accommodation of passenger, commuter, or high speed rail, magnetic levitation system, and other types of highway and non-highway public mass transit facilities within the existing rights-of-way of federal-aid highways, if such accommodation will not adversely affect automotive safety; and authorize federal approval of the use of sums apportioned under 23 USC §142; and

WHEREAS, 23 USC §142(d) and 49 USC app §1607 provide that the designated projects carried out in an urbanized area shall be subject to the metropolitan planning requirements of 23 USC §134; and

WHEREAS, 23 USC §104 provides for the apportionment of certain FHWA and FTA Federal-aid funds to the State for the purpose of carrying out the provisions of 23 USC §134 as described above; and

WHEREAS, 23 USC §104 further provides that the State shall, in turn, make these funds available to the metropolitan planning organizations designated by the Governor and by units of local government representing no less than 75% of the affected population, as being responsible for carrying out the provisions of 23 USC §134 for each urbanized area; and

WHEREAS, the MPO determines the distribution and appropriate use of FHWA and FTA funds for the metropolitan area as provided by 23 USC §105 and §134, and applicable Federal and State regulations, as described in the annual Unified Planning Work Program; and

WHEREAS, the MPO is a consortium of governmental agencies and transportation providers that acts through Member Agencies for purposes of necessary financial and contractual arrangements; and

WHEREAS, the MPO and its constituent Member Agencies, has designated the Member Agency to undertake certain transportation planning activities as described in the annual Unified Planning Work Program and thereafter seek reimbursement by NYSDOT for Project work performed by or through the Member Agency in accordance with this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. **Documents forming this Agreement:** The Agreement consists of the following —
 - Agreement Form:* this document titled "MPO Member Agency Federal Aid Project Agreement;"
 - Schedule "A":* Description of Project Funding;
 - Schedule "B":* Description of Scope of Work, Tasks, Products and Duration;
 - EXHIBIT A:* Member Agency Record Keeping Guidelines;
 - Appendix "A":* New York State Required Contract Provisions; and
 - APPENDIX A-1:* Supplemental Title VI Provisions (Civil Rights Act)
 - APPENDIX B:* Requirements for Federally Aided Transportation Projects

MPO Member Agency Federal-Aid Project Agreement

2. Funding: For Project work performed by or through the Member Agency in accordance with this Agreement, NYSDOT will reimburse eligible Project costs in accordance with NYSDOT policy and procedures and this agreement.

2.1.1 Federal Aid: NYSDOT will administer federal-aid funds and will fund federal participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on **Schedule A**.

2.1.2 In no event shall this Agreement create any obligation to the Member Agency for funding or reimbursement of any amount in excess of the lesser of the amount stated in Schedules A (or duly executed Supplemental Schedules A), or actual eligible Project costs.

3. General Description of Work: The Member Agency shall perform or cause the performance of the Scope of Work described in Schedule B by or one or more supplemental Schedules B as may hereafter be executed by the parties hereto and approved as required for a State contract.

3.1 FHWA and FTA Approval: The Unified Planning Work Program shall be subject to review and approval by FHWA and FTA.

4. Funding of Project Costs: Project costs as set forth in Schedule A will be funded or reimbursed as follows:

4.1 Federal Aid: NYSDOT will reimburse Member agencies 100% of the Federally reimbursable costs incurred in connection with the work covered by this agreement, subject to limitations set forth in Schedule A and in accordance with NYSDOT policy and procedures, net of Member Agency in-kind-service costs committed to as the local match in the UPWP.

4.1.1 Participating Items: NYSDOT shall apply Federal funds only for that work and those items that are approved activities described in the annual UPWP and performed in accordance with the approved UPWP budget. Included among the participating items are the actual cost of employee personal services, leave and fringe benefit additives are eligible for Federal participation. Other participating costs include materials and supplies, equipment use charges or other Federal allowable participating costs directly identifiable with the eligible project as provided in OMB circular A-87.

4.1.2 Periodic Reimbursement: If the Member Agency finds it desirable to have reimbursement made periodically, upon the request and certification therefore by the Member Agency, NYSDOT may make Federal-aid progress payments based on billings prepared by the Member Agency in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project, with adjustments to be made after audit by NYSDOT, FHWA or FTA. These payments shall be made as moneys become available therefore.

4.2 Local Match: The Member Agency shall document local matching funds and local matching in-kind services in the amount(s) identified in Schedule A, and as further described in Schedule B. In-kind-service cost requirements as stated in OMB Circular A-87 include necessary and reasonable costs for proper and efficient administration of the program, must be attributable to, and properly allocable to the project or program, be applied in a consistent manner under generally accepted accounting principles appropriate to the circumstances, be permissible under federal and state laws and regulations, and cannot be claimed against more than one grant.

4.3 All items included by the Member Agency in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT(See **EXHIBIT A**), the FHWA and the FTA. Such items shall be subject to audit by the State, the FHWA and the FTA.

4.4 If Project work, including oversight thereof, is performed by NYSDOT, NYSDOT will provide in-kind service in accordance with the UPWP.

4.5 If the non-federal match share of Project work is funded by NYSDOT, NYSDOT will reimburse the Member

MPO Member Agency Federal-Aid Project Agreement

Agency subject to limitations set forth in Schedule A and in accordance with the UPWP and with NYSDOT policy and procedures.

5. Supplemental Agreement or Supplemental Schedule A: Supplemental Agreements or supplemental Schedules A may be entered by the parties, and must be approved in the manner required for a State contract.

6. State Recovery of Ineligible Reimbursements: NYSDOT shall be entitled to recover from the Member Agency any moneys paid to the Member Agency pursuant to this Agreement which are subsequently determined to be ineligible for Federal Aid hereunder.

7. Loss of Federal Participation: If the Member Agency takes other action that results in the loss of federal participation for the costs incurred pursuant to this agreement, the Member Agency shall refund to the State all funding received from the State, and shall reimburse the State for 100% of all costs funded or reimbursed hereunder. The State may offset any other State or federal aid due to the Member Agency by such amount and apply such offset to such repayment obligation of the Member Agency.

8. Member Agency Liability:

8.1 The Member Agency shall be responsible for any and all obligations attendant with performance of the ministerial duties and any and all obligations as an employer. If the Member Agency performs transportation planning work under this agreement with its own forces, the Member Agency specifically agrees that its agents or employees shall possess the experience and knowledge necessary to qualify them individually for the particular duties they perform; and therefore, the Member Agency shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Member Agency, its agents or employees arising from the duties performed.

8.2 The Member Agency shall require its Contractors engaged to perform MPO-related work via a written contract executed by and through the Member Agency for transportation planning services to protect, indemnify and save harmless the Member Agency and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against the Member Agency or the State of New York resulting from, arising out of or relating to the performance of this Agreement.

9. Intellectual Property: In any contract, activity or project funded hereunder that involves the use or development of intellectual property hereunder the Member Agency shall provide for intellectual property rights as follows:

9.1 Identification of Intellectual Property of Contractors: Contractors are responsible for identifying and segregating in advance intellectual property which was or will be developed by such Contractor(s) or its/their subcontractors solely with non-federal funding.

9.2 Copyright: In accordance with Federal Government policy, the copyright of work produced under this Agreement, the copyrights to which are not otherwise acknowledged or provided for in this Agreement, shall remain with the authors. However, NYSDOT and the Member Agency reserve a royalty-free, perpetual, transferrable, nonexclusive and irrevocable license to reproduce, publish, modify or otherwise use for government purposes, in any media which exists currently or in the future, and to authorize others to use for government purposes any such copyrightable work produced under this Agreement with government funds.

9.3 Patents: For a contract for the performance of experimental, developmental or research work funded in whole or part by Federal funds, and the contractor is a small business firm or nonprofit organization, rights to inventions made under this Agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. §401.14, as modified below, is hereby incorporated by reference.

(i) The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g) (1) of the clause;

MPO Member Agency Federal-Aid Project Agreement

(ii) paragraphs (g) (2) and (g) (3) of the clause shall be deleted; and

(iii) paragraph (l) of the clause, entitled "Communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the FHWA Division Office."

9.4 Trade Secrets: The parties shall not publicly disclose information they obtain as a result of this Agreement which is marked and identified as proprietary or confidential, and which consists of information such as trade secrets or commercial or financial information that is privileged or confidential within the meaning of §552(b)(4) of Title 5, U.S.C.

10. Independent Contractor: For the purposes of this Agreement, the officers and employees of the Member Agency, in accordance with the status of the Member Agency as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. Contract Executory; Required Federal Authorization: It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. Assignment or Other Disposition of Agreement: The Member Agency agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. Term of Agreement: As to the Project and phase(s) described in Schedule(s) A executed herewith, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect as to the Project and phase(s) established in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall remain in effect so long as federal aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefor are eventually enacted.

14. NYSDOT Obligations: NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Member Agency assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this agreement.

15. Required Clauses: Attached hereto and made a part of this agreement as if set forth fully herein are Appendix A, standard clauses for all New York State contracts, Appendix A-1, Supplemental Title VI Provisions, and Appendix B, Requirements for Federally Aided Transportation Projects.

16. Reporting Requirements: The Member Agency agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement, the Procedures for Locally

MPO Member Agency Federal-Aid Project Agreement

Administered Federal Aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. Notice Requirements:

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: D. Michele Bager

Title: Principal Capital Program Analyst

Address: NYSDOT, Statewide Planning Bureau, 6th Floor, 50 Wolf Road, Albany, NY 12232

Telephone Number: 518-457-4056

Facsimile Number: 518-457-7659

E-Mail Address: mbager@dot.state.ny.us

Putnam County (Member Agency)

Name: John M. Pilner

Title: Transportation Planner

Address: Putnam County Planning Department, 841 Fair Street, Carmel, New York 10512

Telephone Number: 845-878-3480, Ext. 48108

Facsimile Number: 845-878-6721

E-Mail Address: john.pilner@putnamcountyny.gov

NYMTC (MPO)

Name: Ismet Apdiroglu

Title: Audit Manager and Contract Liaison

Address: NYMTC, 199 Water Street, 22nd Floor, New York, NY 10038-3534

Telephone Number: 212-383-2414

Facsimile Number: 212-383-2418

E-Mail Address: iapdiroglu@dot.state.ny.us

2. Any such notice shall be deemed to have 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 or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. Electronic Contract Payments: The Member Agency shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Member

MPO Member Agency Federal-Aid Project Agreement

Agency shall be rendered electronically, unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Local sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available at the State Comptroller's website at Office of the State Comptroller by email at epunit@osc.state.ny.us or by telephone at 518-402-4067. When applicable to State Marchiselli and other State reimbursement by the NYS Thruway, registration forms and instructions can be found at the NYSDOT Local Programs website at <https://www.nysdot.gov/divisions/operating/opdm/local-programs-bureau>. The Member Agency herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the applicable State Comptroller and / or NYS Thruway Authority's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

MPO Member Agency Federal-Aid Project Agreement

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials as of the date first above written, Contract No. C033470.

Member Agency:

NYS DOT

BY: Mary Ellen Odell

By: Peter J. Smyth

Mary Ellen Odell

For Commissioner of Transportation

Print Name

Agency Certification: In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract.

Title: County Executive

Date: 3-6-12

Date: JUL 03 2012

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

JUL 12 2012

Lorraine I. Remo
LORRAINE I. REMO
PRINCIPAL ATTORNEY

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:
DATE: _____

By: _____
For the New York State Comptroller Pursuant to State Finance Law §112.

APPROVED
DEPT. OF AUDIT & CONTROL

AUG 01 2012

Patricia M. O'Donnell
FOR THE STATE COMPTROLLER

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this 6 day of March, 2012 before me personally came Mary Ellen Odell to me known, who, being by me duly sworn did depose and say that he/she resides at Cornell NY; that he/she is the County Executive of Putnam County described in and which executed the above instrument; and that he/she executed the above instrument pursuant to authority vested in him/her.

[Signature]
Notary Public

MAUREEN BERNARD
Notary Public, State of New York
No. 01BE6109598
Qualified in Putnam County
Commission Expires May 10, 2012

SCHEDULE A

FEDERAL AID/LOCAL AGREEMENT - SCHEDULE A
C033470

Beginning Eligibility Date for Project Expenditure Reimbursement: 4/1/2012
 Project Completion Date: 3/31/2022

AGREEMENT PURPOSE: MAIN (Master) Agreement SUPPLEMENTAL Schedule No. _____ Administrative Correction

PROJECT DESCRIPTION: Develop and implement UPWP (Further detail in Schedule B)					
SOURCES OF PROJECT FUNDING¹					
Project Period	FHWA Funds	FTA Funds	Projected Local Non-Federal Match	Total	
Carryover Savings pursuant to formula in accordance with Title 23 United States Code ²	\$100,908	\$20,460	\$30,342	\$151,710	
SFY 2012-13 pursuant to formula in accordance with Title 23 United States Code PIN# PTPN12D10/D0A	\$121,688	\$47,189	\$42,219	\$211,097	
SFY 2013-14 pursuant to formula in accordance with Title 23 United States Code PIN# PTPN13D10/D0A	\$127,773	\$49,548	\$44,330	\$221,651	
SFY 2014-15 pursuant to formula in accordance with Title 23 United States Code PIN# PTPN14D10/D0A	\$134,161	\$52,026	\$46,547	\$232,734	
SFY 2015-16 pursuant to formula in accordance with Title 23 United States Code PIN# PTPN15D10/D0A	\$140,869	\$54,627	\$48,874	\$244,371	
SFY 2016-17 pursuant to formula in accordance with Title 23 United States Code PIN# PTPN16D10/D0A	\$147,913	\$57,358	\$51,318	\$256,589	

¹ Amounts subject to Federal and State appropriations for the applicable periods. This contract is executory to the extent of amounts so authorized and available and no obligation by the State is created hereunder in excess thereof. NYSDOT will file with the State Comptroller annual confirmations of this Schedule A as appropriations are enacted and the funding distribution formula is applied for the then current State Fiscal Year.

² Amount includes a carryover of funds from savings from prior program years that are eligible for current and future program costs.

MPO Member Agency Federal-Aid Project Agreement

SFY 2017-18 pursuant to formula in accordance with Title 23 United States Code PIN# PTPN17D10/D0A	\$155,308	\$60,226	\$53,884	\$269,419
SFY 2018-19 pursuant to formula in accordance with Title 23 United States Code PIN# PTPN18D10/D0A	\$163,074	\$63,238	\$56,578	\$282,890
SFY 2019-20 pursuant to formula in accordance with Title 23 United States Code PIN# PTPN19D10/D0A	\$171,228	\$66,400	\$59,407	\$297,034
SFY 2020-21 pursuant to formula in accordance with Title 23 United States Code PIN# PTPN20D10/D0A	\$179,789	\$69,720	\$62,377	\$311,886
SFY 2021-22 pursuant to formula in accordance with Title 23 United States Code PIN# PTPN21D10/D0A	\$188,778	\$73,206	\$65,496	\$327,480
TOTAL:	\$1,631,490	\$613,998	\$561,372	\$2,805,860

SCHEDULE B

SCHEDULE B: Project Scope of Work

General Requirements

The Member Agency:

- Shall perform specific tasks under the Project Tasks listed below to be performed by the Member Agency and the MPO Central Staff for projects as are established in the UPWP.
- May contract for with third parties for the accomplishment of the Project in accordance with laws governing the Member Agency, applicable State and Federal law and requirements, including those of this contract;
- Shall submit vouchers for payment under this contract in accordance with requirements of the State Comptroller therefore.

DESCRIPTION OF PROJECT TASKS	DELIVERABLES	ELIGIBLE COSTS
<ul style="list-style-type: none"> • Provide staffing, necessary and appropriate office space, equipment, and other resources for the performance of the Project. 	<p>As per project(s) scope(s) as stated in approved NYMTC Unified Planning Work Programs. Proposal for indirect costs to be submitted.</p>	<p>Eligible costs must follow the requirements in: OMB Circular A-87 OMB, OMB Circular A-133, & State requirements;</p>
<ul style="list-style-type: none"> • Provide progress reporting of the activities undertaken. These activities include participation in the development and implementation of the UPWP, and the development of the core products and related necessary studies and activities - metropolitan transportation plan and the transportation improvement program in a timely manner. 	<p>Reporting on a periodic basis consistent with MPO procedures and the requirements of 23 USC and 49 CFR.</p>	<p>49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local governments (US DOT's regulations implementing Circular A-102); and 23 CFR Parts 450 and 500, and 49 CFR Part 613 (FHWA and FTA's regulations for Statewide and Metropolitan Transportation Planning). FHWA reserves the right to determine which activities are eligible for funding.</p>
<ul style="list-style-type: none"> • Provide for financial reporting of the activities undertaken. 	<p>Billing on a periodic basis commensurate with reporting (minimum once per year) consistent with MPO procedures and the requirements of 23 USC and 49 CFR.</p>	<p>Eligible costs include reasonable, allowable direct costs such as compensation of employees for time devoted specifically to the performance of those awards, cost of materials expended specifically for the purpose of those awards, equipment, travel expenses incurred specifically to carry out the award and indirect costs as approved and certified in a cost allocation plan in the Operating Plan.</p>

EXHIBIT A

EXHIBIT A
Member Agency Record Keeping Guidelines

The following are the record keeping requirements for State reimbursement of participating direct costs on Federal-Aid/State Aid projects:

1. Progress Billings — After approval of the Agreement, the Member Agency may submit progress billings to NYSDOT for the Federal share, and the applicable State share of approved costs shall be supported as follows:

a) Contracts/Consultant Agreements - Billings for payments made on contracts or consultant agreements will be made on NYSDOT's Form FIN 421, as it may be amended, and supported by a copy of the applicable payment estimate(s) for contracts or consultant agreements.

b) Work by Municipal Employees - Billings for Municipal employees will be on NYSDOT's Form FIN 421, supported by Member Agency records for the period(s) covered by the billings. Only those Project costs as defined in applicable Federal regulations and incurred subsequent to the date of Federal Highway Administration authorization can be included in billings.

2. Non-Personal Service Costs — Copies of invoices or documentation showing amounts and notations as may be required to clearly identify the purpose of each item. Copies of employee reimbursement vouchers for travel or similar costs are not required with progress billings but must be retained by the Member Agency for subsequent audit.

a) NYSDOT will reimburse Municipal personal service, fringe benefits, non-personal service, and related costs which are clearly identifiable to a specific project. Local claims for reimbursement of such expenditures utilizes the same Form "FIN 421" processing procedure as is routinely used for reporting Consultant Payment Requests.

December 2011

APPENDIX A
STANDARD CLAUSES FOR NEW
YORK STATE CONTRACTS

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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 (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), 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 \$10,000, 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 is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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 because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities

and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 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 section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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 Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, 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 Section 5-a, if the contractor fails to make the certification required by Tax Law Section 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.

APPENDIX A-1

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

APPENDIX B: REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, NYSDOT is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration undertakes to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT has, in cooperation with FHWA, assembled the body of Federal-aid requirements, together with information, NYSDOT procedures and practices in its "Procedures for Locally Administered Federal-Aid Projects" (available through NYSDOT's web site at: www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration that enters Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and Department of Transportation regulations (49CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsor's contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49CFR Part 26.

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency² the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

² The designated cognizant agency for audit shall be the Federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of federal award payments.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA), is an on-line database of all Federally-aided programs available to State, and local governments (including the District of Columbia); federally -recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals. The database is accessible at <http://www.cfda.gov/>.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal-aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215, Highway Training and Education**
- 20.219, Recreational Trails Program**
- 20.XXX, Highway Planning and Construction - Highways for LIFE;**
- 20.XXX, Surface Transportation Research and Development;**
- 20.500, Federal Transit-Capital Investment Grants**
- 20.505, Federal Transit-Metropolitan Planning Grants**
- 20.507, Federal Transit-Formula Grants**
- 20.509, Formula Grants for Other Than Urbanized Areas**
- 20.600, State and Community Highway Safety**
- 23.003, Appalachian Development Highway System**
- 23.008, Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may

include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

PUTNAM COUNTY LEGISLATURE

Resolution #76

Introduced by Legislator: Sam Oliverio, Jr. at a Special Meeting held on March 13, 2012.

Seconded by Legislator: Richard T. Othmer, Jr.

page 1

**APPROVAL/UPDATED METROPOLITAN PLANNING ORGANIZATION (MPO)
FEDERAL AID PROJECT AGREEMENT/PLANNING**

Authorizing the implementation and funding in the first instance 100% of the federal aid-eligible costs of a transportation federal-aid project to fully fund the local share of federal-aid eligible and ineligible projects costs and appropriating funds therefore.

WHEREAS, a project for the Unified Planning Work Program (UPWP), (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that call for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

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

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

RESOLVED, that the Putnam County Legislature hereby authorizes the County Executive of Putnam County to pay in the first instance 100% of the federal and non-federal share of the cost of the Project or portions thereof; and it is further

RESOLVED, that the estimates sum of \$2,806,860 matched is hereby appropriated pursuant to annual County budgets and made available to cover the cost of participation in the above phase of the Project; and it is further

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

Vote:
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 13, 2012.

Dated: March 14, 2012

Signed: _____

Diane Schonfeld
Deputy Clerk Of The Legislature Of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #76

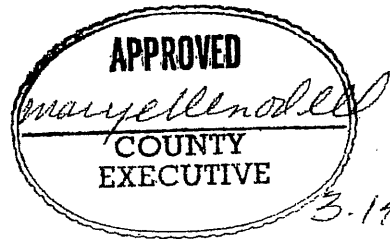
Introduced by Legislator: Sam Oliverio, Jr. at a Special Meeting held on March 13, 2012.

Seconded by Legislator: Richard T. Othmer, Jr.

page 2

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

BY POLL VOTE: ALL AYES. LEGISLATORS GROSS & LOBUE WERE ABSENT.



Vote:
State Of New York

ss:

County of Putnam

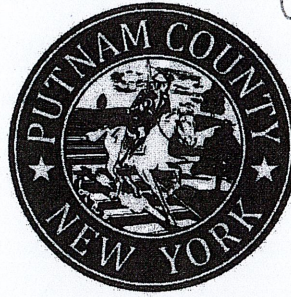
I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on March 13, 2012.

Dated: March 14, 2012

Signed: *Diane Schonfeld*

Diane Schonfeld
Deputy Clerk Of The Legislature Of Putnam County

MICHAEL J. LEWIS
Commissioner Of Finance



cc: all
Phy 5
AVA
3.12.24

Reso

#7

SHEILA BARRETT
Deputy Commissioner Of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: Budgetary Amendment – 24A023
DATE: March 1, 2024

2024 MAR -5 AM 10:37
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

Capital Fund:

Increase Appropriations:

55997000 53000 51711 Capital Expenditures - Transit Buses \$ 47,458

Decrease Appropriations:

55997000 53000 52103 Capital Expenditures - NY/CT CRRSAA \$ 47,458

Increase Estimated Revenues:

55997000 445894 51711 Federal Aid - NY/CT CRRSAA \$ 47,458

Decrease Estimated Revenues:

55997000 445894 52103 Federal Aid - NY/CT CRRSAA \$ 47,458

Fiscal Impact - 2024 - \$ 0

Fiscal Impact - 2025 - \$ 0

The above budgetary amendment represents using part of the distribution of NY & CT CRRSAA (Coronavirus Response and Relief Supplemental Appropriations Act) funds to cover the excess in cost of the initial purchase of 4 Transit Vans and Bus using Section 5307 monies from last year. This was a result of inflation in vehicle pricing. Please see attached for further detail.

Please forward it to the appropriate committee.



Putnam County
Department of Planning, Development,
and Public Transportation

www.putnamcountyny.com

841 Fair Street
Carmel, NY 10512

Phone: (845) 878-3480

Fax: 845) 808-1948

TO: Greg Ellner, Chair, Physical Services Committee

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

DATE: February 28, 2024

RE: Transfer of ARPA funding to purchase 4 Transit Vans and Bus

I kindly request the Legislature review and consider a budgetary amendment to transfer \$47,458 of CRSSAA COVID-relief funding (Account 55997000 53000 52103) to the Transit Buses line (Account 55997000 53000 51711). Last year, the County was awarded 5307 funding to purchase several replacement vehicles for PART including 4 Transit vans and a replacement bus. Due to substantial inflation of vehicle pricing, we underestimated the price increases for these. I have attached a budget summary of the award amount with the current purchase prices for your information. The proposed transfer would allow us to utilize awarded COVID-relief funding to complete these vehicle purchases.

Therefore, I kindly request that this item be added to the next Physical Services Subcommittee agenda for consideration. Thank you in advance for your consideration.

CC: County Executive Kevin M. Byrne
Commissioner of Finance Michael Lewis
Michele Alfano-Sharkey, County Auditor

PURCHASE

DESCRIPTION

32023 Total 5307 Award

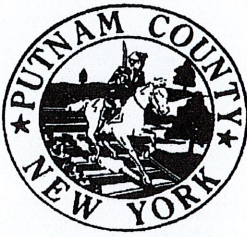
Actual Cost (2024)

Balance

Trolley 2	\$251,671.00	\$240,753.00	\$10,918
2 Vans	\$150,000.00	\$163,606.00	(\$13,606)
1 Bus 5339 partial	\$43,231.00		
1 Bus 5339 partial	\$24,276.00		
1 Bus 5339 partial	\$34,124.00	\$132,795.00	-\$31,164.00
2 Vans	\$150,000.00	\$163,606.00	(\$13,606)
Trolley 1 Suppl 5307	\$98788 + \$137909 MEP	\$236,697.00	\$0
			\$13,606.00
			\$31,164.00
			<u>\$13,606.00</u>
			\$58,376.00
			<u>-\$10,918.00</u>

Vehicle Purchase

Cost Overruns \$47,458.00



cc: all
Phys.
3-12-24
Approval
#8

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 Greg Ellner
Chair, Physical Services Committee

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

DATE: March 4, 2024

RE: Availability of Funding through Congressionally Directed Spending Appropriations

Attached for your consideration is a request for approval to submit applications for funding available through Senator Gillibrand's and Senator Schumer's offices for various County capital projects. The requests for funding are due by March 13, 2024.

It is respectfully requested that this matter be placed on the Physical Services Committee Meeting agenda scheduled on March 12, 2024. Thank you in advance for your consideration.

cc: Kevin M. Byrne, County Executive
Compton Spain, County Attorney
Thomas Feighery, Commissioner of Public Works
Michael Lewis, Commissioner of Finance

2024 MAR -4 PM 4: 25
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

APPROVAL/RATIFICATION OF FY 2025 CONGRESSIONALLY DIRECTED SPENDING APPLICATIONS IN PUTNAM COUNTY FOR CAPITAL INFRASTRUCTURE PROJECTS

WHEREAS, competitive funding opportunities are being offered through the United States Senate, as set forth in the recently published Congressionally Directed Spending Guidance, for which submission of applications are due to the Senator Gillibrand's and Senator Schumer's offices on or before March 13, 2024; 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, by and through the Putnam County Department of Planning, Development and Public Transportation (the "Department"), is desirous to competitively seek grant funds described herein and, in furtherance therefor, submit grant applications by the March 13, 2024 deadline; 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 includes Technology & Equipment purchases for Traffic Safety; and

WHEREAS, funding is available through Homeland Security for improvements to the Emergency Operations Center and for pre-disaster mitigation of which the Lake MacGregor Dam is in need of repairs; and

WHEREAS, funding is also available through the Department of Transportation for highway and transit-related capital infrastructure projects, and Putnam County has upcoming related capital projects that could benefit from funding including Roadway Safety Improvements & ADA Sidewalks to provide safe access to the Brewster Central Schools; and

WHEREAS, funding is also available through the National Park Service for preservation of historic sites, of which the Putnam County Historic Courthouse could benefit from funding for needed repairs to the building columns and facade; and

WHEREAS, the County Executive and the Putnam County Legislature supports the submittal of competitive funding applications in connection with projects as aforesaid mentioned for grant funding, more specifically, Brewster School Roadway Safety Improvements, Traffic Signalization Technology Safety Improvements, Emergency Operations Center technology and campus safety upgrades, Lake MacGregor Dam Repairs, and Historic Courthouse repairs; 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, by and through the Putnam County Department of Planning, Development and Public Transportation, will continue efforts to seek and make application 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 the March 13, 2024 deadline for FY25 federal Community Project grant competitive funding; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.