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

Ginny Nacerino *Chairwoman*
Joseph Castellano *Deputy Chairman*
Diane Schonfeld *Clerk*
Clement Van Ross *Counsel*

Barbara Scuccimarra	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Ginny Nacerino	Dist. 4
Carl L. Albano	Dist. 5
Roger S. Gross	Dist. 6
Joseph Castellano	Dist. 7
Dini LoBue	Dist. 8
Kevin Wright	Dist. 9

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

Tuesday December 6, 2016 7:00 P.M.

1. **Pledge of Allegiance**

2. **Legislative Prayer**

3. **Roll Call**

PROCLAMATION

HONORING CULLEN MALZO

4. **Approval of Minutes – Regular Meeting – September 6, 2016**
   Special Mtg. Adopt the Budget – October 27, 2016
   Regular Meeting – November 1, 2016

5. **Correspondence**
   a) **County Auditor**
   b) **Enter County Executive's Veto of Resolution #224 of 2016 into Journal**

6. **Pre-filed resolutions:**

HEALTH, SOCIAL, EDUCATIONAL & ENVIRONMENTAL COMMITTEE
(Chairwoman Scuccimarra, Legislators Addonizio & LoBue)

6a. Approval/Budgetary Amendment (16A074)/Department of Social Services/Child Advocacy Center (CAC)

6b. Approval/Budgetary Amendment (16A078)/Health Department/Early Intervention and Pre-K Mandated Costs

6c. Approval/Authorizing the Filing of an Application for a State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Master Grant Contract, Under the Appropriate Laws of New York State was next.

RULES, ENACTMENTS & INTERGOVERNMENTAL RELATIONS COMMITTEE
(Chairwoman LoBue, Legislators Albano, Castellano & Scuccimarra)

6d. Approval/Litigation Settlement/Halebian v. County of Putnam

6e. Approval/Local Law Amending the Putnam County Code by Adding a New Chapter 115 Entitled "Animal Protection"

PHYSICAL SERVICES COMMITTEE
(Chairman Albano, Legislators Castellano & Scuccimarra)

6f. Approval/Budgetary Transfer (16T337)/Planning Department/Vehicle Purchase

6g. Approval/Fund Transfer (16T341)/Highways & Facilities/Overtime

6h. Approval/Amendment to Lease Agreement/Butterfield Realty LLC/ Cold Spring Senior Center

6i. Approval/ Adoption SEQRA Negative Declaration/ Approval Lease Agreement/ Approval Land Use Zoning Exemption For The Facility / Cell Tower / Kern Building Location – 29 Milan Road, Brewster, NY

6j. Approval/ Adoption SEQRA Negative Declaration/ Approval Lease Agreement/ Approval Land Use Zoning Exemption For The Facility / Cell Tower / Bureau of Emergency Services Location – 112 Old Route 6, Carmel, NY

6k. Approval/ 2016 Congestion Mitigation and Air Quality (CMAQ) Program Proposals for Project Funding

6L. Approval/ Local Law To Amend Section 31-8(B)(2)(E) of the Putnam County Code Entitled "Private Sale"

PROTECTIVE SERVICES COMMITTEE
(Chairman Gouldman, Legislators Gross & Wright)

6m. Approval/Budgetary Amendment (16A077)/Sheriff's Department/Donation Used to Purchase a Replacement K-9 Vehicle

6n. Approval/Budgetary Amendment (16A080)/Sheriff's Department/Road Patrol Vehicle Purchase

6o. Approval/Budgetary Amendment (16A081)/Sheriff's Department/ Purchase Vehicle

6p. Approval/Fund Transfer (16T335)/Sheriff's Department/ Purchase Motor Vehicle

6q. Approval/Fund Transfer (16T342)/Sheriff's Department/Furniture/Maintenance & Repairs

6r. Approval/Fund Transfer (16T312)/Coroners/ Purchase Motor Vehicle to Replace Red-lined Vehicle

6s. Approval/Fund Transfer (16T356)/Bureau of Emergency Services/Upgrade Computer Towers in 911

6t. Approval/Fund Transfer (16T361)/Sheriff's Department/Replacement of Vehicle

PERSONNEL COMMITTEE
(Chairwoman Nacerino, Legislators Castellano & Wright)

6u. Approval/Fund Transfer (16T306)/Office for Senior Resources/ Accountant/ Temporary Assignment

6v. Approval/Fund Transfer (16T358)/Board of Elections/Overtime

AUDIT & ADMINISTRATION COMMITTEE
(Chairman Castellano, Legislators Albano & Gouldman)

6w. Approval/Semi-Annual Mortgage Tax Report/April 1, 2016 through September 30, 2016

7. Other Business

8. Recognition of Public

9. Recognition of Legislators

10. Adjournment

Proclamation

Honoring Cullen Malzo

WHEREAS, Cullen Malzo, a 19-year-old resident of Mahopac, has been deemed a Hero after rescuing two 17-year-old girls whose vehicle had overturned and landed in Lake Mahopac; and

WHEREAS, Cullen was standing in his driveway on November 10, 2016 in the evening when he witnessed along North Lake Boulevard a vehicle lose control, and flip into Lake Mahopac. He immediately jumped into action, calling 911 and then ran into the lake to do whatever he could; and

WHEREAS, The result of his quick instincts to respond and help in this dire situation was a successful rescue. Cullen extracted both of the young ladies from the vehicle and got them to safety; and

WHEREAS, This real life bravery and kindheartedness demonstrated by this young man on November 10, 2016 resonates throughout this community; now therefore be it

RESOLVED, that the Putnam County Executive and the Putnam County Legislature do hereby recognize and publicly thank and honor Cullen Malzo for his heroic response to this dire situation. Two young ladies are alive today because Cullen Malzo did not hesitate and went into action!

MaryEllen Odell

MaryEllen Odell, Putnam County Executive

Ginny Nacerino

Ginny Nacerino, Chair, Putnam County Legislature

#4 (1)

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

Tuesday September 6, 2016 7:00 P.M.

The meeting was called to order at 7:05 P.M. by Chairwoman Nacerino who requested that Legislator Gross lead in the Pledge of Allegiance. Chairwoman Nacerino requested that Legislator Scuccimarra lead in the Legislative Prayer. Upon roll call, Legislators Scuccimarra, Gouldman, Addonizio, Albano, Gross, Castellano, LoBue, Wright and Chairwoman Nacerino were present. Also present was Legislative Counsel Van Ross.

PROCLAMATIONS

Chairwoman Nacerino recognized Legislator Gross who presented the "9/11 Day of Service & Remembrance" proclamation to Doreen Lockwood - Project Coordinator for Partnership for Success (National Council on Alcoholism & Other Drug Dependencies (NCADD)). Ms. Lockwood accepted the proclamation on behalf of Commissioner of Social Services Michael Piazza, Deputy Commissioner of Social Services Joseph DeMarzo, The Communities that Care Coalition and the Veterans Task Force.

9/11 DAY OF SERVICE & REMEMBRANCE

WHEREAS, On September 11, 2001, the peace and security of our nation was shattered by terrorist attacks that killed many innocent people at the World Trade Center towers in New York City, at the United States Pentagon, and in the pristine fields of Shanksville, Pennsylvania. Although the terrorists' goal was to strike a powerful blow to the hearts of all Americans and tear at the fabric our nation, arising from the very ashes of that tragedy came a remarkable spirit of unity, compassion, and determination that will never be forgotten, just as we will never forget those who were lost and injured on that day, and those who came to service during the rescue and recovery effort and in defense of our Nation both at home and abroad; and

WHEREAS, people of all ages and walks of life, across America, and around the world, collectively witnessed an event of immense tragedy on September 11, 2001; and

WHEREAS, an unprecedented, historic bonding of Americans ascended from the collective shock, unifying the Country in an outpouring of national spirit, pride, selflessness, generosity, courage, and service; and

WHEREAS, many brave people heroically, tirelessly, and courageously participated in an extraordinarily difficult and dangerous rescue and recovery effort, in some cases voluntarily putting their own well-being at risk

WHEREAS, on September 11, 2009, the President of the United States issued the Patriot Day Proclamation officially and permanently designating September 11th as a National Day of Service & Remembrance, and calling upon all interested Americans to participate in this observance through moments of silence, the flying of the flag of the United States at half-staff, as well as community service and charitable activities in tribute and remembrance; now therefore be it

RESOLVED, that the Putnam County Executive and the Putnam County Legislature recognize the VetCorps Project c/o Putnam County Communities that Care

Coalition and the Putnam County Office of Veterans' Services for coordinating a community event that will invite and welcome residents to write "Thank You" letters to First Responders, Veterans both abroad and at home, Police Officers, and Firefighters and express their sincere observance and appreciation for the outpouring of dedicated service. September 11th will never, and should never be just another day in the hearts and minds of all Americans and people around the world.

Chairwoman Nacerino recognized Legislator Scuccimarra who presented the "National Recovery Month" proclamation to Doreen Lockwood - Project Coordinator for Partnership for Success (National Council on Alcoholism & Other Drug Dependencies (NCADD)). Ms. Lockwood accepted the proclamation on behalf of Commissioner of Social Services Michael Piazza, Deputy Commissioner of Social Services Joseph DeMarzo, The Communities that Care Coalition.

NATIONAL RECOVERY MONTH – SEPTEMBER 2016

WHEREAS, behavioral health is an essential part of health and one's overall wellness; and

WHEREAS, prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

WHEREAS, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, in 2013, 2.5 million people aged 12 or older received substance use treatment at a specialty facility and 34.6 million adults aged 18 or older received mental health services, according to the *2013 National Survey on Drug Use and Health*. Given the serious nature of this public health problem, we must continue to reach the millions more who need help; and

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and the National Council on Alcoholism & Other Drug Dependencies/Putnam invite all residents of Putnam County to participate in *National Recovery Month* (*Recovery Month*); now therefore be it

RESOLVED, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim September 2016 as *National Recovery Month* and together with the Putnam County Communities that Care Coalition encourage all Putnam County residents to observe this month with appropriate programs, activities, and ceremonies to support this year's *Recovery Month*.

Item #4 - Approval of Minutes – Regular Meeting – August 2, 2016

The minutes were approved as submitted.

Item #5 - Correspondence

a) County Auditor

There was no activity during this reporting period.

Item #6 - Pre-filed resolutions:

Legislator Wright requested that Item #8 – Recognition of the Public be taken out of order to allow the public the opportunity for those persons wishing to discuss the Butterfield Bond, Lease Agreement and SEQRA Determination. He believed that this item was not dealt with in an appropriate manner at the Physical Services Committee. Discussion was cut off based upon the incorrect assertion that the Lease Agreement had been signed and therefore, a request was made that any discussion would be limited to four (4) items that were under consideration. He believed that fundamental fairness and due process would suggest that if favorable determination by the Chair would permit interested members of the public to comment at this juncture.

Chairwoman Nacerino stated that she disagreed with Legislator Wright's opinion and believed that comments could be said at the end of the meeting and would still have the same merit. Chairwoman Nacerino called for a Roll Call Vote.

Legislator Wright asked Legislative Counsel Van Ross for a ruling on the determination of the Chair.

Legislative Counsel Van Ross stated that the Chair's ruling stands unless there is a motion made to sustain the ruling of the Chair.

Legislator Wright made a motion to consider sustaining the ruling of the Chair; seconded by Legislator LoBue.

Chairwoman Nacerino stated that she called for a Roll Call Vote and she questioned what we were suspending.

Legislative Counsel Van Ross stated that the motion is to sustain the Chair's ruling to prohibit the public from speaking at this point.

Chairwoman Nacerino clarified that she disagreed, but with respect she called for a Roll Call Vote.

Legislative Counsel Van Ross stated that a Roll Call Vote is not in order. The rules provide that the Chair makes the ruling and the motion was made to sustain the ruling of the Chair which has been seconded. He stated that during that vote the Chair does not vote. He stated that if you want to sustain the ruling of the Chair and not allow public comment at this time, you would need to vote, "yes." To allow the public to comment would be a "no" vote.

BY ROLL CALL VOTE: FIVE AYES – LEGISLATORS ADDONIZIO, ALBANO, CASTELLANO, GOULDMAN & SCUCCIMARRA. THREE NAYS – LEGISLATORS GROSS, LOBUE & WRIGHT. MOTION SUSTAINED TO NOT ALLOW PUBLIC COMMENT.

Item #6a - PROPOSED SENIOR CENTER PROJECT @ THE LAHEY PAVILION, COLD SPRING, NY (BUTTERFIELD)

Item #6a(1) – (Physical Services Committee) - Approval/Revised-Lease Agreement/ Senior Center /Butterfield Realty LLC / 6,000 Square Feet of Space @ The Lahey Pavilion/ Amend Resolution #107 of 2016 was next. Chairwoman Nacerino recognized Legislator Albano, Chairman of the Physical Services Committee. On behalf of the members of the Committee, Legislators Castellano and Scuccimarra, Legislator Albano brought forward the Lease Agreement.

Legislator Albano made a motion to accept the ADDITIONAL Revised Amendment to the Lease Agreement provided to the meeting this evening; seconded by Legislator Scuccimarra.

By Roll Call Vote: Six Ayes. Three Nays – Legislators Gross, LoBue and Wright. Motion Fails.

Legislator Albano made a motion to move the Revised Lease Agreement which came out of the Physical Services Committee. He requested the following proposed change:

Lease Agreement page 1, #7 – Legislator Albano proposed striking the last sentence which read: "The parties expect the Commencement Date to be on or about July 1, 2016." Seconded by Chairwoman Nacerino.

By Poll Vote: Eight Ayes. One Nay – Legislator Wright. Motion Carries.

Legislator Albano stated that the lease will actually start once it is signed by everyone. He believed that the date in the agreement was outdated and therefore suggested that it be removed.

Legislator LoBue stated that at the Physical Services Committee meeting she questioned why the lease had a commencement date of July 1, 2016. She stated that she was glad that it was being amended.

Chairwoman Nacerino stated that she wanted to make a few comments of her own in the hopes of lending clarification to the facts. She explained that there have been inaccuracies and a video in the attempt to indoctrinate the public into believing that this project has been shrouded with secrecy and backroom deals; which is not the case. She takes issue with the integrity of this Legislature being challenged; especially that of Legislator Scuccimarra. She explained that the project has been on the table for four (4) years. The public has been afforded the opportunity to attend many Physical Services Committee meetings over the last few years; one (1) meeting was even held in the heart of Cold Spring. She explained the Legislature's recognition of the lack of services on the western side of the County for the increasing senior citizen population. She stated that owning versus leasing was explored and it was concluded that the proposal before us was the most cost effective; along with the advantage that the property would remain on the tax rolls. She stated that a Cold Spring Senior Center did not provide any advantage to her constituents in Patterson; nor to seven (7) of her colleagues. She stated that the fact is that all the taxpayers in Putnam County will "pony up" for this senior center. She with that be said, she has not received one (1) phone call or email from any of her constituents voicing opposition. She explained that the Legislature needs to make County wide decisions; not isolated decisions based on their own districts. She stated that we strongly value all our seniors in Putnam County. She explained the reasons for confidentiality with County contracts. She also elaborated on the situation that occurred

with Roger Ailes and the reservations she had. The $500,000 loss will ultimately be absorbed by the taxpayers. She stated for the recorded that they have no affiliation with the landlord, other than the one (1) time the majority of them met to tour the Lahey Building. She stated that she will be supporting this project.

Legislator Albano believed that the Cold Spring area was underserved with regard to our senior population. He explained that he was always open to address the situation of looking for a better site. He stated that he was open to purchasing or leasing; however no option to purchase came before the Legislature. He explained that there was only one (1) site identified that had the potential to accommodate the senior center which the Legislature felt was appropriate. The Butterfield site was a prime location with sewer and water and had sufficient square footage. He stated that we pursued this option, including possible funding from state representatives and we were also offered a substantial donation contribution from a private party. He stated that the potential funding helped in the decision to move this plan forward. There have been many Committee meetings open to the public discussing this possible lease. He explained that the Common Area Maintenance (CAM) charges are $8.45 per square foot. He stated that $5.00 of that is going towards taxes; paid to the County, the Town of Philipstown, the Village of Cold Spring and the Haldane School District. He explained that there were many revisions to the lease. It was treated no different than any other legal document which is not open to the public until fully executed by all parties or at least approved by the Legislature. He believed that the opposition to this lease is fueled by misinformation. He stated that this center will be similar in cost to our other senior centers, minus the cost of the building. He stated that he is in favor of this project.

Legislator Gross stated that he supports a senior center and supported all the efforts of Legislator Scuccimarra. However, he believed that the dynamics have changed. He stated that there is the loss of $500,000 and the uproar of individuals from that side of the County that do not want it. He stated that some of his constituents from the Town of Southeast oppose the senior center because of the cost. He stated that costs will go up and as mentioned by an individual at the last meeting we will have nothing after the 15 years. He believed that we need to look for another venue. He stated that the American Legion is not very popular and it needs work, however he believed it could be modified for a lesser cost and we would own the facility. He explained that it did not make sense to vote on a lease that was going to be changed.

Chairwoman Nacerino stated that the amended lease was at the request of the Village attorney. She stated that there is no change in the context of the lease, it just provides more clarity on the 52% of the Lahey building being the rent and the transportation is clearer. She stated that there was a debate on whether we were paying the taxes on 52% on the Lahey building or 52% of the project. She stated that the lease is now more specific in stating that it is the Lahey building.

Legislator Wright believes that it does not because the amended lease was not approved.

Legislator LoBue requested clarification from Legislative Counsel Van Ross on the approval process of the Lease Agreement. She believed it was coming from the Administration because of the letter received by the Legislature, saying that there was misinformation and one (1) rogue Legislator has been spreading lies to the public. She requested clarification on the process of what is considered public information and what is confidential.

Chairwoman Nacerino stated that no one sited that any one (1) Legislator was rogue.

Legislative Counsel Van Ross stated that his opinion was that any resolution that has been passed by the Legislature becomes a public record. He stated that any attachment to that resolution is also a public record.

Legislator LoBue stated that the lease agreement was passed by the Legislature in May of this year. She questioned if that version of the lease is now public.

Legislative Counsel Van Ross stated that in his opinion it is public.

Legislator LoBue stated that she was in contact with Robert Freeman on a similar matter and it is his opinion that it is public. She continued and stated that one of the big issues in the lease is the difference in the pro rata share. She did not believe this made any sense. She is in agreement with Legislator Gross with pursuing something more cost effective and looking at alternative options. She stated that unfortunately this has been discussed for four (4) years, however, there was never any discussion on alternative options. She believed that we should look at the American Legion or any other buildings that are available. She believed that it could be renovated and owned, which she believed was more cost efficient. She explained that by owning the building it could be utilized in other ways. She believed it was better to own than to rent. She stated that there was nothing in this lease to protect our investment. She stated that there is the option to purchase the building at the end of the 15 years; however, it would be at fair market value with no credit on our investment. She stated that the construction of the Putnam Valley Senior Center was to also serve the western side of the County. She stated that it was the intention of the former County Executive to bus the residents from that side of the County to the facility. She stated that there is an industrial kitchen at the Putnam Valley Senior Center which this Administration has shut down; as meals are now transported from the Carmel site. She believed that it did not make sense to now construct another commercial kitchen on the western side of the County. She stated that in order to make the budget whole last year the Administration took $8 million from the General Fund. She believed that we were going down that same road again. She believed we needed to scale back on the spending. Unfortunately this County is in the top 5 of having the highest foreclosure rates in New York State.

Legislator Albano stated that he understands the lease and has looked at it very carefully. He stated that it was not true that there were other options and the American Legion was not offered to us and could not accommodate 6,000 square feet. He stated that he did not see another option to purchase or lease. This location has sewer and water and looked like an ideal site; so we explored the option. He stated that new foreclosures have been down every year since 2013. He stated that our most recent outside Auditor Report was outstanding and we are in solid financial shape. He stated that we are paying down our pension debt earlier than we have to; saving money on interest. He stated that the bonding rate is low; at 2 % or 3%. He believed that buying a building would add a few more million dollars to the equation. He stated that there are expenses to owning a building, such as: needing a roof replacement or resurfacing a parking lot. He believed there were some advantages of leasing. He stated that there have been minor changes addressed in the lease. One item now clearly defines that we will pay 52% of the building we will occupy and not on the entire site. He believed that the CAM charges were clearly specified in the lease.

Legislator Addonizio stated that representatives from our outside Auditors; O'Connor & Davies, LLP., came to speak at the Audit & Administration Committee meeting last week. They stated that the County is in very good standing and has a strong bond rating. She questioned them about how they felt if the County bonded more and they stated that they were fine with it. She stated that according to the Census Bureau, Putnam County has slightly fewer than 100,000 people with 36,000 parcels which are currently on the tax rolls. She stated that all Putnam County homeowners are currently paying for all of our Senior Centers; Putnam Valley Senior Center at a cost of approximately $28.00 per homeowner, the Koehler Center at approximately $36.75 per homeowner and Carmel Senior Center at approximately $28.53 per homeowner. She stated that these amounts are per year costs. She stated that the yearly cost on your tax bill according to the 2017 rate on the lease would be $22.90 which equates to $1.90 per month.

Chairwoman Nacerino stated that it is not as cost prohibitive as people would like to believe it to be. She questioned if we could place a value on our senior population. She believed that the seniors deserved to have the center.

Legislator Castellano stated that he wanted to speak to some of the numbers on the lease. He stated that he wanted to address the first issue that people believe this is an unfair deal for us. He stated that he believed this wasn't correct at approximately $13.00 per square foot. He stated that it goes up by 2% each year for 15 years for an approximate total of $17.00 per square foot. He stated that the developer is renting the rest of the property at close to $25.00 - $28.00 per square foot. He stated that we are receiving a significant discount over the next 15 years; $900,000 if we paid what market value was to lease this property. He stated the CAM charges are $8.45 per square foot with $5.00 going to taxes. He stated that portion of the tax bill is approximately $30,000 and the County would receive approximately $3,590 of that $30,000. He stated that the town would approximately receive $1,284; the Village $5,848, the School District $18,900. He explained that there was never the opportunity to purchase the property, however if there was, it was previously stated that it could be taken off the tax rolls. He believed this was a great deal and it was the only deal we have in front of us. He stated that it is a senior center for that side of the County and believed that it would not be fair for the seniors if we walked away from it now.

Legislator Gouldman stated that many of us disagree on issues with the Senior Center and today we tend to talk at each other and not with each other. He believed that it makes it difficult to solve any real problems. He stated that in listening to both sides of the issue, we are all in this together. He has looked at the facts and had several conversations with his constituents on this issue. He believed that many people have been making decisions on what they have heard and not inquiring about facts. He stated that as a community, we are obligated to support the individuals who have spent their lives raising their families here. He stated that this is the reason he will be supporting this project.

Legislator Scuccimarra thanked Chairwoman Nacerino, Legislator Albano and the majority of the Legislature who with the County Executive has given us the opportunity to create the Butterfield Senior Center. She stated that it could not be done without a partnership which includes our State representatives; Senator Susan Serino and Assemblywoman Sandra Galef. She stated that without cooperation, partnership and the coordination of resources and private partners like Paul Guillaro, this project would

never be a reality. She stated that we are also very grateful to our senior partners who have guided us through this process. She stated now that we are nearing the end, it brought to mind these words by Abraham Lincoln: "government is coming together of people to do for one another collectively what they could not do as well or at all privately. To simplify, we could not do as much alone as we can together." She explained that this is an opportunity to have a center in the middle of the Village where seniors can conveniently have access to services they need and desire. She stated, as Supervisor Shea recently reminded us, there is no other location for such a facility in our town. She stated not to lose sight of who this facility is for. It is for people who have given years of their lives to support our community; family and friends. She believed that we should offer them a place to gather with dignity and independence. She state that facts show we have a large population of seniors which will continue to grow. She stated that the complex across from the sight, Chestnut Ridge, is not wealthy or affluent as some people suggest. She stated that senior centers today are multifaceted. The nutrition center will provide a daily meal that is important to many and will enable the Office for Senior Resources to monitor and check on our seniors. For many others it is a place to meet friends, take a class and help them stay active. Most importantly, it provides access to important services provided by the County and the Town. She stated that Putnam County has senior centers in Carmel, Mahopac and Putnam Valley at a cost of over $1 million per year for each. She stated that her job as Legislator is to bring services to the people she represents. She stated that we cannot let this opportunity pass us by.

Legislator LoBue stated that the Koehler Senior Center in Mahopac provides approximately 90 lunches or more per day. She referenced a letter from Deputy County Executive Walker dated September 1, 2016 which responded to the $200,000 reduction of the Butterfield site. She quoted a section of that letter, "The original cost estimate for the $1.5 million cost was determined by the County using information from the build-out costs associated with Tilly Foster Educational Institute." She believed there was a $1 million mistake with the Tilly Foster project. She stated that we were told that they used the design build concept. She stated that the only way the design build concept works, is if you invest money in the engineering from the beginning. She stated that the County informed us that they saved us money by not doing the proper engineering from the beginning. She believed that this was a theme of how the County is operating and how taxpayer monies is being misspent.

Legislator Albano believed that you can't make the statement that it was a $1 million mistake. The issues at Tilly Foster Farm were addressed at very competitive bond rates. He stated that we could have spent, similar to the proposed Kent Senior Center project, $700,000 to $800,000 in studies for the Tilly Foster Farm project. Instead, with the help of our unions, we got the job done. He stated that the farm will be operating and it is a beautiful facility.

Legislator Gross stated that the infrastructure in this County needs a lot of work. He stated that there is a culvert on Turk Hill Road that is falling apart, roadways across the County that need repair and the County building has a roof that is leaking. He stated that there is talk about cheap bonding rates. He explained that the seniors have a place in the Cold Spring area. Although they are not happy with that site, he believed it was incorrect to say there is no place for them to meet. He stated that he worked in the Senate office for approximately six (6) years in the past and explained that money promised is not always a guarantee. He stated that he was not aware of anything in writing from

Assemblywoman Galef or Senator Serino that the County will be receiving funds for this project. He stated that we cannot count on receiving those funds because money in State government changes all the time. He stated that he is concerned with the County's infrastructure and bonding can be used for that.

Chairwoman Nacerino believed that $250,000 has been secured from the Dormitory Authority but it hasn't been determined whether it is from Senator Serino or Assemblywoman Galef.

Legislators Gross and LoBue questioned if there was anything in writing.

Chairwoman Nacerino stated that she did not have anything in writing; however that is what Deputy County Executive Walker indicated to her.

Legislator Gross stated that is one of his concerns. He believed that the Legislature is told many things and that is why this is a mess and we should back out and do something different.

Chairwoman Nacerino stated that there is not much different to do as what we have ascertained through years of scoping, discussing and contemplating this project. She believed that we do not know what the face of the community will look like in 15 years, of what their needs would be for a senior center or perhaps a recreation center or a multipurpose room or a bigger facility or a different trend that we cannot predict at this time. She stated that the County does not want to be in the business of being a landlord either. She stated that people complained about Tilly Foster Farm when we tried to maximize this asset. She stated that we own 34 Gleneida Avenue and it sits empty. She stated that 15 years from now the ideal scenario might not be to own a building that we have little use for or not the proper use for.

Legislator Gross stated that 34 Gleneida Avenue could have been occupied five (5) years ago; however, the Administration moved the Industrial Development Agency and SCORE out of that building.

Legislator Wright stated that he originally supported the project, notwithstanding that the original intention of the County years back was to transport western seniors to the Putnam Valley Senior Center, because he believed that the folks there were underserved by the facility they had. He stated that the Legislature was presented with a first class, state of the art building that would have a significant useful life, had the promise of conversion to condominium status and the option to purchase. He believed that after ground breaking ceremonies the "bait and switch" entered the picture and the County was relegated to this older facility. He explained that there is no opportunity for the County to recoup their investment, therefore at the time the buildings were switched, he withdrew his support. He stated that he is a senior; however, he does not believe it is a choice between this or nothing. He believes it is not a beneficial deal for all seniors in Putnam County because of its cost and the return on investment this County will get out of this facility. He stated to say that other locations were not considered, this Legislature did not take any efforts to contact realtors, discuss with property owners, or engage in any serious attention to detail that might legitimize the statement that nothing is available. He too has received complaints from his constituents over the costs. He stated that he also has a procedural problem with the vote on the lease for which there was no proper bonding resolution which he expressed to the Legislators in an email. He

stated that at the time of the vote of the Audit Committee regarding the bond resolution there had not been compliance with our procedures. There was no bond resolution before the Legislature five (5) days before the vote of the Audit Committee. He stated that the Legislators, whether they are on the Committee or not, are entitled to that time of notice, opportunity to be heard and due process. He believed all the public ever asked for was some sort of orderly due process; what is being considered, let us have the opportunity to address it and then go forth and make your determination after input. He believed that we always put the cart before the horse. He stated that he cannot support this lease because he does not believe it is in the best interest of all the seniors in Putnam County due to its costs, lease terms and failure to follow our own internal rules of this Legislature in attempting to adopt important legislation.

Legislator Albano stated that he did not have a problem with the bonding. He believed that the State grants have strong possibilities. He stated that the way this site has looked for many years, he believed that the developer was doing a good job moving this project forward while also addressing a few issues; a Post Office and Senior Center. He believed that it would look beautiful.

Legislator Scuccimarra stated that we have looked for a site for the Senior Center for years. She stated that there is no convenient site available that is easily accessible for these seniors. She stated that the Post Office has been in a trailer for two (2) years because they themselves with less square footage could not find a location.

Legislator Addonizio stated that she is a strong supporter of union workers and we will have the opportunity to employ labor unions on this project.

Chairwoman Nacerino called for a Roll Call Vote on the resolution.

RESOLUTION #171

APPROVAL/REVISED-LEASE AGREEMENT / SENIOR CENTER / BUTTERFIELD REALTY LLC / 6,000 SQUARE FEET OF SPACE @ THE LAHEY PAVILION/ AMEND RESOLUTION #107 OF 2016

WHEREAS, pursuant to Resolution # 240 of 2015, the Putnam County Legislature approved a Lease Agreement, in the form attached thereto, between Butterfield Realty LLC and the County of Putnam for 6,000 square feet of space at The Lahey Pavilion, located at 1756 Route 9D, Cold Spring, New York; and

WHEREAS, the leased premises will be the future location of a new and expanded senior center facility serving the senior population in the Town of Philipstown and the surrounding areas within the County; and

WHEREAS, prior to its execution, the terms and conditions of said Lease Agreement were modified by the parties, and a revised Lease Agreement was approved by the Putnam County Legislature pursuant to Resolution # 107 of 2016; and

WHEREAS, the County and Butterfield Realty LLC have since agreed to further modify the proposed terms of the Lease Agreement which was approved pursuant to Resolution # 107 of 2016, in order to further clarify and amend the duties and responsibilities of the parties based upon preliminary engineering performed by the County; and

WHEREAS, said revised Lease Agreement further acknowledged that the County, by and through its Office for Senior Resources, shall continue to make available and

provide transportation services to the senior constituency who will utilize and attend said senior center facility; and

WHEREAS, Resolution # 107 of 2016 also authorized the County Executive to execute a Charitable Donation Agreement between ACI Senior Development Corp. and the County, which provided, among other things, that ACI Senior Development Corp. would contribute to the County renovations of the leased premises; and

WHEREAS, ACI Senior Development Corp. has since rescinded its offer to provide such funding, thereby rendering the execution of any such Charitable Donation Agreement moot; and

WHEREAS, the Putnam County Legislature has reviewed the revisions to the proposed Lease Agreement between Butterfield Realty LLC and the County of Putnam and agrees with same; now therefore be it

RESOLVED, that the Putnam County Legislature approves the revisions to the Lease Agreement between Butterfield Realty LLC and the County of Putnam for 6,000 square feet of space at The Lahey Pavilion, located 1756 Route 9D, Cold Spring, New York, which are reflected in the instrument attached hereto as Exhibit "A", and be it further

RESOLVED, that pursuant to Local Law No. 5 of 2016 and this resolution, the County Executive is authorized, with the advice and the assistance of the County Attorney, to execute said Lease Agreement, which shall be in the form and content attached hereto as Exhibit "A".

BY ROLL CALL VOTE: SIX AYES. THREE NAYS – LEGISLATORS GROSS, LOBUE & WRIGHT. MOTION CARRIES.

Item #6a(2) – (Audit & Administration Committee) - Approval / SEQRA Determination (Butterfield Senior Center Project at Lahey Pavilion) was next. Chairwoman Nacerino recognized Legislator Castellano, Chairman of the Audit & Administration Committee. On behalf of the members of the Committee, Legislators Albano and Gouldman, Legislator Castellano moved the following:

Legislator Wright stated that he was unaware of the jurisdiction of the Audit Committee to make a SEQRA determination. He believed this item belonged to the Physical Services Committee based on the rules and regulations of the Legislature.

Legislative Counsel Van Ross stated that there was no SEQRA resolution at Physical Services. It was approved out of Audit.

RESOLUTION #172

APPROVAL / SEQRA DETERMINATION (BUTTERFIELD SENIOR CENTER PROJECT AT LAHEY PAVILION)

WHEREAS, the Putnam County Legislature is considering an $800,000 Bond issue for costs associated with proposed Renovations creating a senior center at the existing Lahey Pavilion building located on the Butterfield campus in the Village of Cold Spring, Putnam County (the "Project"); and

WHEREAS, the Project's proposed Renovations include, without limitation, updating the former medical office building, plumbing, sewer, electrical, HVAC, fire prevention, and IT services, repairs and renovations to the interior said structure to

provide administrative offices, a multi-purpose room, a dining room, a commercial kitchen and updated bathrooms, and providing access thereto in compliance with ADA requirements; and

WHEREAS, this action has been determined to be a Type II Action in accordance with 6 NYCRR Part 617.5(c)(2) "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site", now therefore be it

RESOLVED, that the Putnam County Legislature accepts the determination of the Department of Planning, Development, and Public Transportation that the Project is a Type II Action and pursuant to the State Environmental Quality Review Act §617.6(1)(i), there is no further environmental review necessary.

BY ROLL CALL VOTE: SIX AYES. THREE NAYES – LEGISLATORS GROSS, LOBUE & WRIGHT. MOTION CARRIES.

Item #6a(3) - (Audit & Administration Committee) - Approval / Bond Resolution / (Butterfield Senior Center Project at Lahey Pavilion) was next. On behalf of the members of the Audit & Administration Committee, Legislators Albano and Gouldman, Legislator Castellano moved the following:

Legislator Castellano explained that we are bonding $800,000 for the Butterfield Senior Center at the Lahey Pavilion. He stated that Senator Serino and Assemblywoman Galef have mentioned the possibility of securing $250,000 each for this $1.3 million project.

Legislator Wright explained that it appeared that the bond resolution was not laid on the desks of the Legislators in accordance to our rules and regulations. He stated that he did identify some of the information to the Legislators in an email. He stated that five (5) days' notice is required. He stated that the bond resolution was presented on Friday, August 26, 2016 which was not submitted to the Clerk of the Legislature seven (7) days before the Audit Committee meeting or placed in the Legislators mailboxes at least five (5) days before the Audit Committee meeting. He also believed that there may have been further documentation received as late as Monday, August 29th, the day of the Audit Committee meeting. He believed that failure to follow our internal rules and procedures renders the matter not properly before the Legislature tonight.

Chairwoman Nacerino called for a Roll Call Vote.

RESOLUTION #173

EXTRACT OF MINUTES

Meeting of the County Legislature of

the County of Putnam, New York

September 6, 2016

* * *

A regular meeting of the County Legislature of the County of Putnam, New York, was held at the Historic County Courthouse, Gleneida Avenue, Carmel, New York, on September 6, 2016, at 7 o'clock P.M. (Prevailing Time).

The following Legislators were present: Addonizio, Albano, Castellano, Gouldman, Gross, LoBue, Scuccimarra, Wright and Chairwoman Nacerino.

There were absent: None

Also present: Diane Schonfeld, Clerk of the County Legislature
Clement VanRoss, Legislative Counsel

* * *

Legislator Castellano offered the following resolution and moved its adoption:

BOND RESOLUTION OF THE COUNTY OF PUTNAM, NEW YORK, ADOPTED SEPTEMBER 6, 2016, AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO A PORTION OF THE LAHEY PAVILION, LOCATED AT 1756 ROUTE 9D, COLD SPRING, NEW YORK, TO BE USED AS A COUNTY SENIOR CENTER; STATING THE ESTIMATED TOTAL COST THEREOF IS $1,300,000; APPROPRIATING SAID AMOUNT THEREFOR, INCLUDING THE EXPENDITURE OF $500,000 OF STATE GRANT FUNDS EXPECTED TO BE RECEIVED, AND AUTHORIZING THE ISSUANCE OF $800,000 SERIAL BONDS OF SAID COUNTY TO FINANCE THE BALANCE OF SAID APPROPRIATION.

THE COUNTY LEGISLATURE OF THE COUNTY OF PUTNAM, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Legislature) AS FOLLOWS:

Section 1. The County of Putnam, New York (herein called "County"), is hereby authorized to construct improvements to a portion of the Lahey Pavilion, located at 1756 Route 9D, Cold Spring, New York (more particularly as described in Appendix A hereto), including interior reconstruction and space reconfiguration; improvements to the heating, ventilation, air conditioning, plumbing and electrical systems; installation of doors and windows; and masonry and concrete improvements; the foregoing to include the original furnishings, equipment, machinery, apparatus and ancillary or related demolition, site and other work required in connection therewith. The estimated total cost of such object or purpose, including preliminary costs and costs incidental thereto and to the financing thereof, is $1,300,000 and said amount is hereby appropriated therefor, including the expenditure of $500,000 of State grant funds expected to be received. The plan of financing includes the expenditure of said grant funds and the issuance of $800,000 serial bonds of the County to finance the balance of said

appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the County in the principal amount of $800,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance a portion of said appropriation.

Section 3. The period of probable usefulness of the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 12(a)(3) of the Law, is ten (10) years.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the County for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds having substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and Sections 50.00, 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes, or the renewals thereof, and relative to providing for substantially level or declining annual debt service, and prescribing the terms, form and contents, and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, as well as to executing agreements for credit enhancements, are hereby delegated to the Commissioner of Finance, the chief fiscal officer of the County.

Section 7. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

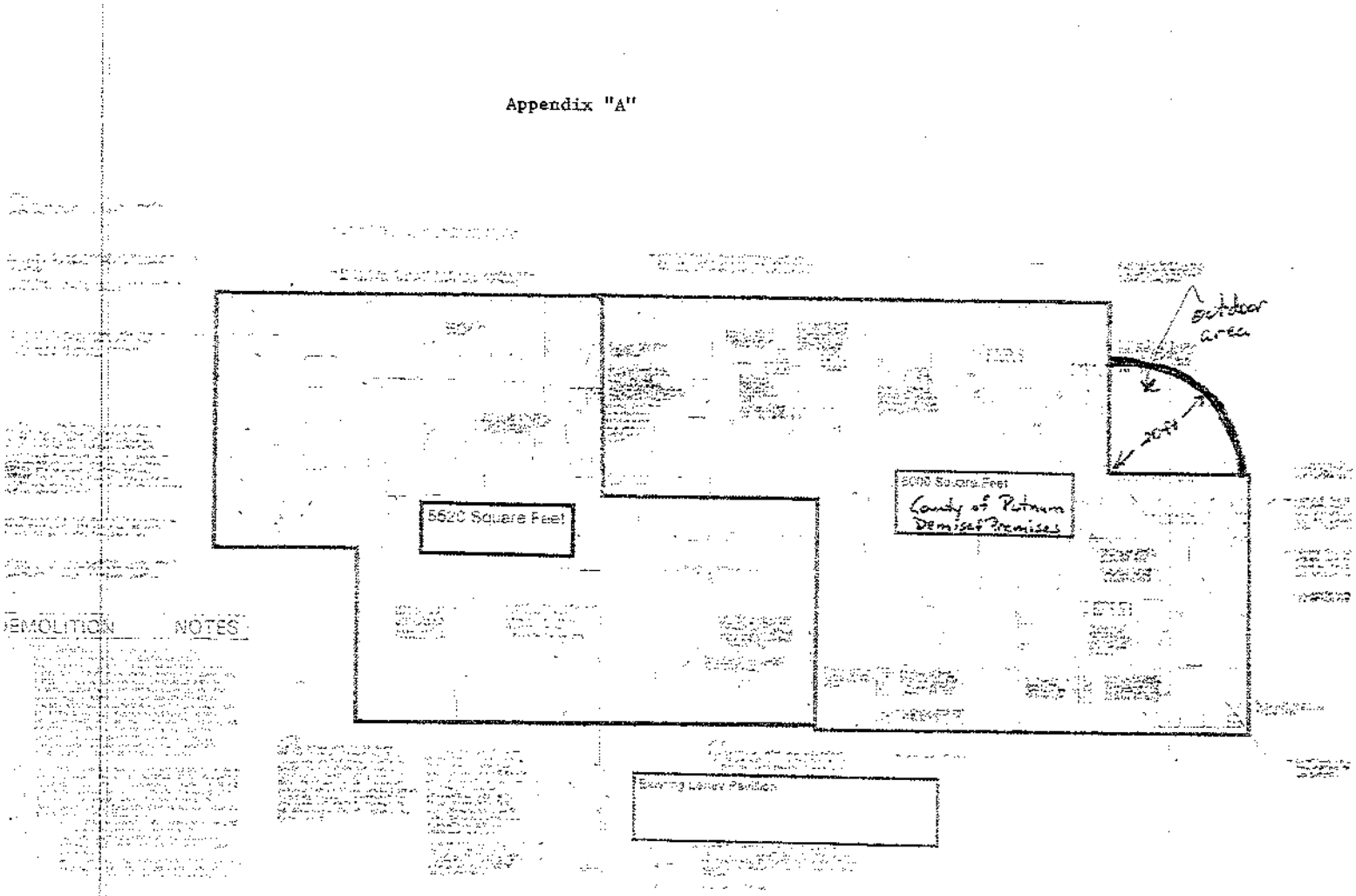
and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 8. This bond resolution shall take effect upon the approval of the Putnam County Executive, and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in "*The Putnam County Courier*," "*The Putnam Press*," and "*The Putnam County News & Recorder*," three newspapers, each having a general circulation in the County and hereby designated as the official newspapers of the County for such publications.

* * *

Appendix "A"


outdoor area
20ft
5520 Square Feet
County of Putnam Demised Premises
EMOLITION NOTES

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

AYES: SIX – Legislators Addonizio, Albano, Castellano, Gouldman, Scuccimarra and Chariwoman Nacerino.

NOES: THREE – Legislators Gross, LoBue & Wright

The resolution was declared adopted.

****

CERTIFICATE

I, Diane Schonfeld, Clerk to the County Legislature of the County of Putnam, State of New York, HEREBY CERTIFY that the Resolution No._____-2016 contained in the foregoing annexed extract from the minutes of a meeting of the County Legislature of said County of Putnam duly called and held on September 6, 2016, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said County Legislature and is a true, complete and correct copy thereof and of the whole of said original Resolution, which was duly adopted by the County Legislature of the County of Putnam on September 6, 2016 and approved by the County Executive on June __, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County of Putnam this ____ day of September, 2016.

(SEAL)

_____
Diane Schonfeld
Clerk to the County Legislature

NOTICE

The resolution, a summary of which is published herewith, has been adopted on September 6, 2016, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the COUNTY OF PUTNAM, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

Diane Schonfeld
Clerk to the County Legislature

BOND RESOLUTION OF THE COUNTY OF PUTNAM, NEW YORK, ADOPTED SEPTEMBER 6, 2016, AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO A PORTION OF THE LAHEY PAVILION, LOCATED AT 1756 ROUTE 9D, COLD SPRING, NEW YORK, TO BE USED AS A COUNTY SENIOR CENTER; STATING THE ESTIMATED TOTAL COST THEREOF IS $1,300,000; APPROPRIATING SAID AMOUNT THEREFOR, INCLUDING THE EXPENDITURE OF $500,000 OF STATE GRANT FUNDS EXPECTED TO BE RECEIVED, AND AUTHORIZING THE ISSUANCE OF $800,000 SERIAL BONDS OF SAID COUNTY TO FINANCE THE BALANCE OF SAID APPROPRIATION.

Object or purpose:	to construct improvements to a portion of the Lahey Pavilion, located at 1756 Route 9D, Cold Spring, New York to be used as a County Senior Center.
Period of probable usefulness:	ten (10) years
Amount of obligations to be issued:	$800,000

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the office of the Clerk to the Legislature, at the County Office Building, 40 Gleneida Avenue, Carmel, New York.

Dated: September 6, 2016
Carmel, New York

Item #6a(4) – (Audit & Administration Committee) - Approval/Budgetary Amendment (16A054)/Commissioner of Finance/ Butterfield Senior Center Project at Lahey Pavilion

was next. On behalf of the members of the Audit & Administration Committee, Legislators Albano and Gouldman, Legislator Castellano moved the following:

RESOLUTION #174

APPROVAL/BUDGETARY AMENDMENT /COMMISSIONER OF FINANCE / BUTTERFIELD SENIOR CENTER PROJECT AT LAHEY PAVILION

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (16A054) to account for Butterfield Senior Center Project at the Lahey Pavilion; and

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

RESOLVED, that the following budgetary amendment be made:

Increase Estimated Appropriations:

56997000 53000 51619	Butterfield Senior Center	1,300,000

Increase Estimated Revenues:

56997000 430971 51619	State Aid – Butterfield Senior Center	500,000
05000 45710G 51619	Serial Bonds – Butterfield Senior Center	800,000
		1,300,000

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – undetermined debt service

BY POLL VOTE: SIX AYES. THREE NAYS – LEGISLATORS GROSS, LOBUE & WRIGHT. MOTION CARRIES.

PERSONNEL COMMITTEE
(Chairwoman Nacerino, Legislators Castellano & Wright)

Item #6b – Approval/Budgetary Transfer (16T180)/Highways & Facilities/ATI Overtime Costs was next. On behalf of the members of the Personnel Committee, Legislators Castellano and Wright, Chairwoman Nacerino moved the following:

Legislator LoBue questioned if the Legislature received a breakdown of the projects which she had requested.

Chairwoman Nacerino said, "no." However, it will be requested again.

Legislator LoBue stated that this item should be tabled. She believed that the information should be provided beforehand.

Chairwoman Nacerino believed that it wasn't necessary to table this item because it is to cover anticipated overtime costs until year end, which hopefully will be performed, although we should have that information for our own clarification.

Legislator Wright seconded the motion to table this item.

Legislator Castellano stated that we are paying employees money that it due to them. He believed that we could receive the breakdown later.

Legislator LoBue stated that this is a matter of principle that no one is honoring our requests as a Legislative body. She believed that the information should have come before the vote at this meeting.

Legislator Wright believed that when legitimate requests are made by Legislators concerning matters and they remain unfulfilled, he believes that the item should go back to Committee.

Chairwoman Nacerino stated that this is a projected cost through year end and we will have ample time to review that information. She stated that the work is still going to occur September through December.

Chairwoman Nacerino called for a Roll Call Vote on the motion to table the resolution.

By Roll Call Vote: Two Ayes – Legislators LoBue and Wright. Seven Nays – Legislators Addonizio, Albano, Castellano, Gouldman, Gross, Scuccimarra and Chairwoman Nacerino. Motion Failed.

Legislator Albano stated that he does not want to look at something twice when he knows what the final vote is going to be. He stated that he welcomes getting the information and we should receive the information, however he stated that he knows where this is going and does not want to spend a lot of time on it in the future; it's not productive.

Legislator Castellano stated that we have this in front of us almost every year. This is to cover the supervision of the ATI workers who are working free for us.

Chairwoman Nacerino called for a vote on the resolution.

RESOLUTION #175

APPROVAL/BUDGETARY TRANSFER /HIGHWAYS & FACILITIES/ATI OVERTIME COSTS

WHEREAS, the Commissioner of Highways & Facilities has requested a budgetary transfer (16T180) to provide funding for anticipated Alternatives to Incarceration (ATI) Overtime costs to be incurred through year end; and

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

RESOLVED, that the following budgetary transfer be made:

Increase Estimated Appropriations:

10098000 51093	Overtime	50,000
10098000 58002	FICA	3,825
		53,825

Decrease Estimated Appropriations:

10511100 51000	Personnel Services	50,000

10098000 58002	FICA	3,825
		53,825

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

BY POLL VOTE: SEVEN AYES. TWO NAYS – LEGISLATORS LOBUE & WRIGHT. MOTION CARRIES.

Item #6c – Approval/Budgetary Transfer (16T195)/Commissioner of Finance/ Mandated Unemployment Insurance was next. On behalf of the members of the Personnel Committee, Legislators Castellano and Wright, Chairwoman Nacerino moved the following:

RESOLUTION #176

APPROVAL/BUDGETARY TRANSFER /COMMISSIONER OF FINANCE/ MANDATED UNEMPLOYMENT INSURANCE

WHEREAS, the Commissioner of Finance has requested a budgetary transfer (16T195) to provide for mandated unemployment insurance funding through year end; and

WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approve said budgetary transfer; now therefore be it

RESOLVED, that the following budgetary transfer be made:

Increase Estimated Appropriations:

10905000 58050	Unemployment Insurance	12,000

Decrease Estimated Appropriations:

10199000 54980	Contingency	12,000

2016 Fiscal Impact $12,000
2017 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6d – Approval/Fund Transfer (16T199)/Sheriff's Department/Temporary/Cover Open Cook Line /June & July was next. On behalf of the members of the Personnel Committee, Legislators Castellano and Wright, Chairwoman Nacerino moved the following:

RESOLUTION #177

APPROVAL/FUND TRANSFER /SHERIFF'S DEPARTMENT/TEMPORARY/COVER OPEN COOK LINE / JUNE & JULY

WHEREAS, the Sheriff's Department has requested a fund transfer (16T199) to cover open Cook line for the months of June & July 2016; and

WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approve said fund transfer; now therefore be it

RESOLVED, that the following fund transfer be made:

Decrease:		
10010000 51000 (13102)	Personnel Line	7,607
Increase:		
10010000 51094	Temporary	7,607

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6e – Approval/Local Law to Amend Article 5-A, Section5-A.01, of the Putnam County Charter Entitled "Department of Planning, Development, and Public Transportation; Commissioner" *(tabled from August 2, 2016 Full Mtg)* was next. On behalf of the members of the Personnel Committee, Legislators Castellano and Wright, Chairwoman Nacerino moved the following:

Chairwoman Nacerino stated that this item was tabled to the Personnel Committee. She stated that Director of Personnel, Paul Eldridge attended the Personnel Meeting and spoke about the change to this position which he wholeheartedly supported. She stated that she supported the position as well. She stated that an attorney will be filling this position and it has been determined that there are many legal documents which need to be scoped. She explained that although the job description required a Planner, she believed that this person fit every other requirement. She explained that having someone with a legal background would be well suited to meet the necessary legal language that is incorporated in some of the documents. She stated that in addition, the person has been doing this job in a probationary manner and has been very successful. She stated that she has also been very aggressive in applying for many grants for the County. She explained that the change in requirements to this position would require a Charter change. She stated that she was confident in moving forward with a Charter change to allow this person to fill the position and explained that this person has been performing the duties associated with the position for almost one (1) year.

Legislator Gross explained that he had served on a Charter Review Committee and the qualifications were designed to have the County Planning Department run by a Planner. He believed the County had plenty of lawyers and have the resources to address questions. He stated that according to the definition in the Charter, this person is not qualified. He stated that this is being tailored to this particular individual. He stated that the Charter Review Committee was established to identify and set up certain criteria; not to tear it apart. He believed this was a mistake.

Legislator Addonizio stated that Dutchess, Westchester, Orange, Rockland and Sullivan counties require varying degrees of a Master's Degree in Planning and eight (8) years of field experience. She stated that she called Schuyler County and they are using a Planning Director. She stated that the person in the position has a degree in landscape

architecture and six (6) years' previous experience with a consulting firm. She stated that she was not in favor of the proposed Charter change.

Legislator LoBue stated that this item came before the Rules Committee, which she is Chair of, then went to the August Full Legislative meeting and was tabled to the Personnel Committee. She stated that Charter changes should go before the Rules Committee. She stated that she does not support this proposed change. She stated that for 32 years the County had a Planner with a Master's Degree in Planning. She stated that now that the Planner is no longer with the County, the Administration has made comments that mistakes were made. She concurred with Legislator Gross with regard to the Charter Review Commission who worked on this job description. She believed that the County needed more help going forward and not less. She stated that the attorney recommended for the position is very good attorney and is very nice; unfortunately she has no land use experience and has only been in the position for six (6) months.

Legislator Albano stated that the Personnel Director, with 40 years' experience, has evaluated this recommendation. He explained that the attorney in the Planning Department is doing a good job and has applied for many grants. He explained that in the years he has been a Legislator he has not seen a true sense of planning where we would be designing new roadways for the County, subdivisions or sewer lines. He stated that if we have addressed similar issues, our Highway & Facilities Department has qualified engineers that would handle it. He believed that more legal paper work has recently come from the Planning Department. He stated that he would support having the attorney in this position.

Legislator Scuccimarra stated that she also supported having the attorney in this position. She also believed that Transportation Manager Vincent Tamagna has done an excellent job with Planning and Transportation in the last two (2) years holding down the fort for this position.

Legislator Wright stated that he too supported this attorney, but not for this position. He believed that the County Law Department is supposed to be the sole legal advisor for the County of Putnam. He believed that Department Heads ought not to be engaging in providing legal services to or on behalf of the County regarding any matters whatsoever. He stated again that he supports this person and her talents, but did not believe we were doing anything other than taking away the substantial, experiential requirements that are embodied in the Charter to make an exception in this one (1) particular case. He stated that there was nothing ever presented to the Legislature regarding attempts at filling the position with a qualified person possessing the Charter requirements. He believed this was a bad move substantively and conflicts the duties of the Department Heads and puts them at odds with our County Law Department if an incorrect decision is made by the Department Head. He believed the Charter has a structure, purpose, meaning and effect. He believed the effect was that if the County Law Department was the legal advisor to the County on all legal matters, then you would not have these issues or problems. He stated that given the lack of planning specific experience and given the conflict he believed was inherent with the Law Department for the County and the disregard for the Charter Revision Committee's deliberations, he would be voting against this proposal.

Chairwoman Nacerino did not believe the person was assuming this role as giving advice as an attorney, but using her attorney expertise to enhance the role and the position. He stated that the County Clerk is also an attorney and there is no perceived conflict there.

She believed that this person has the skillset to decipher the grants and legal documents warranted for this position. She stated that this is what is being determined.

Legislator Wright stated that the County Clerk is an elected official whose credentials were well presented and ratified by all of the citizens of Putnam County by vote. He believed that the County Clerk would defer all legal determinations to the Department of Law.

Chairwoman Nacerino concurred. She stated the Planning Department attorneys' role would not be to give legal advice. Her role would be using her legal background and expertise in the position she is going to assume.

Legislator Gross stated that he worked with former Commissioner of Planning, John Lynch many number of times on projects he has done in the County and he was a Planner. He stated that the idea of the County Commissioner of Planning not being a Planner did not make sense. He believed this was just being tailored for the individual.

Chairwoman Nacerino stated that the Town of Patterson has one (1) of the finest Planners in all of Putnam County and did not have a degree in planning. She stated that the attorney that would fill this position has done the work for six (6) months, holding the helm and running the department. She stated that she has also worked with Transportation Manager Tamagna for the last several years, implementing the transportation's bus system and working very closely with that which is part of the Commissioner's job as well. She stated that this is not set in stone. She stated that if this person proves not to have the qualifications that we deem necessary, there could also be a shift in the future.

Legislator Gross stated that the responsibilities of this position have minimal to do with law; it's planning. He explained that the proposed person does not have the qualifications of a Planner.

Legislator Albano stated that he had the opportunity to work with Commissioner Lynch and he did an excellent job. However, some of the issues involved legal matters regarding grants being finalized. He stated that this position has gotten to the point where the legal paperwork that must be filed and the things that need to be done are tremendous. He believed that maybe the job needed to be refined.

Legislator LoBue stated that because of the vacancy in the Commissioner of Planning position, the retired Full Time Planner John Pilner was brought back on a Part Time basis to help with the final stage of the bikepath. She believed that said it all and believed there was no one in the leadership position.

Chairwoman Nacerino called for a Roll Call on the resolution.

By Roll Call Vote: Five Ayes – Legislators Albano, Castellano, Gouldman, Scuccimarra and Chairwoman Nacerino. Four Nays – Legislators Addonizio, Gross, LoBue and Wright. Motion Failed.

A LOCAL LAW TO AMEND ARTICLE 5-A, SECTION 5-A.01, OF THE PUTNAM COUNTY CHARTER ENTITLED "DEPARTMENT OF PLANNING, DEVELOPMENT, AND PUBLIC TRANSPORTATION; COMMISSIONER".

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

Section 1.

Article 5-A, Section 5-A.01 of the Putnam County Charter is hereby amended to read as follows:

5-A.01. Department of Planning, Development and Public Transportation; Commissioner.

There shall be a Department of Planning, Development, and Public Transportation under the direction of a Commissioner who shall be appointed by the County Executive subject to confirmation by the County Legislature. The Commissioner shall serve at the pleasure of the County Executive. The Commissioner shall hold the minimum of a Bachelor's Degree and shall be qualified for his or her position by training and experience including administrative management, and supervision of professional personnel ~~planners~~ and of support staff and shall have a minimum of four (4) years of practical experience in government and knowledge of federal, state and local statutes, rules and regulations pertaining to, among others, land use, SEQR, Title VI, NEPA, and General Municipal Law. ~~eight (8) years of practical experience in regional, county or municipal planning~~. He or she shall have the power, within budgetary appropriations, and in accordance with County policy, or as may be otherwise required by law, to appoint and remove such staff as he or she deems to be necessary. The Commissioner shall not hold any other public or political office, whether elected or appointed, as long as he or she remains in his or her current position of County employment. He or she, as well as all full time managerial employees in the department, shall serve on a full time basis and shall not engage in any private practice nor be employed in their field of expertise with the County by any private or other governmental entity~~, except that such employee hired prior to December 31, 2010 may continue in any private practice in their field of expertise until December 31, 2013 as long as they remain in their current position of County employment~~.

Section 2.

This Local Law shall take effect forty-five days after its passage and is subject to a permissive referendum.

PHYSICAL SERVICES COMMITTEE
(Chairman Albano, Legislators Castellano & Scuccimarra)

Item #6f – Approval/Budgetary Amendment (16A049)/Commissioner of Finance/Capital Projects was next. Chairwoman Nacerino recognized Legislator Albano, Chairman of the Physical Services Committee. On behalf of the members of the Committee, Legislators Castellano and Scuccimarra, Legislator Albano moved the following:

RESOLUTION #178

APPROVAL/BUDGETARY AMENDMENT /COMMISSIONER OF FINANCE/CAPITAL PROJECTS

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (16A049) to closeout completed Capital Projects and adjust ongoing Capital Projects to reflect actual costs; and

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

RESOLVED, that the following budgetary amendment be made:

CAPITAL FUND:

Decrease Estimated Appropriations:

55997000 52680 51311	OFA Buses	60,000
51997000 53000 51402	Minor Renovations	200,000
57997000 53000 51403	Park – Utility Storage	30,000
57997000 53000 51404	Park – Gate House	30,000
57997000 53000 51405	Upper Park – Bathroom	100,000
51997000 53000 51406	Lighting Supression	35,000
57997000 53000 51407	PC Golf Course Maint Bldg	250,000
57997000 53000 51408	PC Golf Course Prefab Restroom	35,700
55197000 53000 51409	Highway Equipment Shed	400,000
51997000 53000 51410	County Office Bldg. Façade Reno	100,000
55197000 53000 51411	Facility Parking & Lighting	95,000
57997000 53000 51412	Veterans Park Lake Reno	100,000
58389000 53000 51413	Dam Improvements	200,000
58389000 53000 51414	Vets Home Sewer	150,000
57997000 53000 51415	PC Golf Course Bunker Reno	100,000
57997000 53000 51416	PC Golf Course Drainage	50,000
55197000 53000 51417	UST Project	300,000
55197000 53000 51418	Equipment Wash Bay	100,000
55997000 53000 51422	Radios & Fare boxes	45,000
55132000 52660 51423	CHIPS Eligible Equipment	800,000
57110000 53000 51424	PC Golf Course Equipment	150,000
55997000 52680 51505	OSR Buses	5,425
55997000 53000 51507	Bus Shelter Construction	300,000
55997000 53000 51508	Bus Refurbishment	100,000
55997000 53000 51613	Transit – Sect 5311 FFY 2016	75,600
		3,811,725

Increase Estimated Appropriations:

55997000 53000 51612	Transit – Sect 5307 & 5339 FFY 2016	154,831
55997000 53000 51617	Transit – Sect 5307 & 5339 FFY 2015	1,140,474
		1,295,305

Decrease Estimated Revenues:

05000 45710D 51311	Serial Bonds – OFA Buses	60,000
05000 45710E 51402	Serial Bonds – Minor Renovations	200,000
05000 45710E 51403	Serial Bonds – Park – Utility Storage	30,000
05000 45710E 51404	Serial Bonds – Park Gate House	30,000
05000 45710E 51405	Serial Bonds – Upper Park Bathroom	100,000
05000 45710E 51406	Serial Bonds – Lighting Supression	35,000

05000 45710E 51407	Serial Bonds – PC Golf Maint Bldg.	250,000
05000 45710E 51408	Serial Bonds – PCGC Prefab Restroom	35,700
05000 45710E 51409	Serial Bonds – Highway Equip Shed	400,000
05000 45710E 51410	Serial Bonds – COB Façade	100,000
05000 45710E 51411	Serial Bonds – Facility Parking & Lighting	95,000
05000 45710E 51412	Serial Bonds – Vet Park Lake Reno	100,000
05000 45710E 51413	Serial Bonds – Dam Improvements	200,000
05000 45710E 51414	Serial Bonds – Vets Home Sewer	150,000
05000 45710E 51415	Serial Bonds – PC Golf Bunker Reno	100,000
05000 45710E 51416	Serial Bonds – PC Golf Drainage	50,000
05000 45710E 51417	Serial Bonds – UST Project	300,000
05000 45710E 51418	Serial Bonds – Equip Wash Bay	100,000
05000 45710E 51422	Serial Bonds – Fare boxes & Radios	45,000
05000 45710E 51423	Serial Bonds – CHIPS Eligible Equip	800,000
05000 45710E 51424	Serial Bonds – PC Golf Equip	150,000
05000 45710F 51505	Serial Bonds – OSR Buses	5,425
55997000 428601 51507	Transfer from General Fund	30,000
55997000 435970 51507	State Aid – Section 5307	30,000
55997000 445970 51507	Federal Aid – Section 5307	240,000
55997000 428601 51508	Transfer from General Fund	10,000
55997000 435970 51508	State Aid – Section 5307	10,000
55997000 445970 51508	Federal Aid – Section 5307	80,000
55997000 428601 51613	Transfer from General Fund	12,600
55997000 445977 51613	Federal Aid – Section 5311	63,000
		3,811,725

Increase Estimated Revenues

55997000 428601 51612	Transfer from General Fund	15,483
55997000 435970 51612	State Aid – Section 5307 FFY16	15,483
55997000 445970 51612	Federal Aid – Section 5307 FFY16	123,865
55997000 428601 51617	Transfer from General Fund	114,047
55997000 435970 51617	State Aid – Section 5307 FFY15	114,047
55997000 445970 51617	Federal Aid – Section 5307 FFY15	912,380
		1,295,305

GENERAL FUND

Increase Estimated Revenues:

10990100 59020	Transfer to Capital Fund	76,930

Decrease Estimated Appropriations:

10199000 54980	Contingency	76,930

2016 Fiscal Impact $76,930
2017 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6g – Approval/Budgetary Amendment (16A050)/Highways & Facilities/Sheriff's Department/Bureau of Emergency Services Storage Garage Capital Project was next. On

behalf of the members of the Physical Services Committee, Legislators Castellano and Scuccimarra, Legislator Albano moved the following:

RESOLUTION #179

APPROVAL/BUDGETARY AMENDMENT /HIGHWAYS & FACILITIES/SHERIFF'S DEPARTMENT/BUREAU OF EMERGENCY SERVICES STORAGE GARAGE CAPITAL PROJECT

WHEREAS, by Resolution #112 of 2016, the Putnam County Legislature approved the Sheriff's Department / Bureau of Emergency Services Garage Capital Project; and

WHEREAS, the Commissioner of Highways & Facilities has requested a budgetary amendment (16A050) for additional funding that is needed to cover higher than anticipated foundation costs associated with this Capital Project; and

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

RESOLVED, that the following budgetary amendment be made:

Decrease Estimated Appropriations:

55197000 53000 51509	Capital Project Reserve	40,000

Decrease Estimated Revenues:

55197000 427112 51509	Use of Capital Project Reserve	40,000

Increase Estimated Appropriations:

53997000 53000 51431	Bureau of Emergency Services Bldg	40,000

Increase Estimated Revenues:

53997000 427112 51431	Use of Capital Project Reserve	40,000

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

BY POLL VOTE: EIGHT AYES. ONE NAY – LEGISLATOR LOBUE. MOTION CARRIES.

Item #6h – Approval/Budgetary Amendment (16A051)/Planning Department/Grant Award/Bikeway Signage was next. On behalf of the members of the Physical Services Committee, Legislators Castellano and Scuccimarra, Legislator Albano moved the following:

RESOLUTION #180

APPROVAL/BUDGETARY AMENDMENT/PLANNING DEPARTMENT/GRANT AWARD/ BIKEWAY SIGNAGE

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (16A051) to account for the New York State Accelerated Grant Award received for purchase and installation of bikeway road intersection signage approved by the Putnam County Legislature pursuant to Resolution #117 of 2016; and

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

RESOLVED, that the following budgetary amendment be made:

CAPITAL FUND:

Increase Estimated Appropriations:

55997000 53000 51618	Bikeway Signage	78,595

Increase Estimated Revenues:

55997000 428601 51618	Transfer from General Fund	2,863
55997000 435976 51618	State Aid – NYS DOT	2,863
55997000 445978 51618	Federal Aid – FTA	22,908
55997000 435977 51618	State Aid – ATC Grant	46,042
55997000 435978 51618	Stated Aid – STC Grant	3,919
		78,595

GENERAL FUND:

Increase Estimated Revenues:

10990100 59020	Transfer to Capital Fund	2,863

Decrease Estimated Appropriations:

10199000 54980	Contingency	2,863

2016 Fiscal Impact $2,863
2017 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6i – Approval/Grant Application/Highways & Facilities / Bridge and Culvert Program Administered by New York State Department of Transportation was next. On behalf of the members of the Physical Services Committee, Legislators Castellano and Scuccimarra, Legislator Albano moved the following:

RESOLUTION #181

APPROVAL/GRANT APPLICATION/HIGHWAYS & FACILITIES / BRIDGE AND CULVERT PROGRAM ADMINISTERED BY NEW YORK STATE DEPARTMENT OF TRANSPORTATION

WHEREAS, New York State is making $200 million available to local governments for enhanced assistance over the next two (2) years for rehabilitating and replacing bridges and culverts statewide; and

WHEREAS, this investment in local transportation infrastructure will support the needs of the traveling public, movement of goods and regional economic competitiveness; and

WHEREAS, this program is open to all municipal owners of bridges and culverts, and is competitive in nature; and

WHEREAS, the Putnam County Department of Highways & Facilities desires to apply for funds under this program in an undetermined amount; and

WHEREAS, the deadline for application for a grant under this program is September 9, 2016; and

WHEREAS, this grant is not a matching grant but in the event the County is successful in obtaining grant monies additional County funds most likely will be needed for any project financed; now therefore be it

RESOLVED, that the Putnam County Department of Highways & Facilities is authorized to apply for grant funds under this bridge and culvert program administered by the New York State Department of Transportation.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

AUDIT & ADMINISTRATION COMMITTEE
(Chairman Castellano, Legislators Albano & Gouldman)

Item #6j – Approval/Budgetary Amendment (16A041)/Legal Aid Society/NYS Indigent Legal Services Distribution was next. Chairwoman Nacerino recognized Legislator Castellano, Chairman of the Audit & Administration Committee. On behalf of the members of the Committee, Legislators Albano and Gouldman, Legislator Castellano moved the following:

RESOLUTION #182

APPROVAL/BUDGETARY AMENDMENT /LEGAL AID SOCIETY/NYS INDIGENT LEGAL SERVICES DISTRIBUTION

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (16A041) to account for New York State Indigent Legal Services Distribution #6, and Distribution #4 which ends 12/31/16; and

WHEREAS, the County acts as a pass through for these funds; and

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

RESOLVED, that the following budgetary amendment be made:

Increase Estimated Appropriations:

25117000 54950	Legal Aid Society	66,983

Increase Estimated Revenues:

25117000 430251	State Aid – Indigent Legal Services	66,983

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6k – Approval/Budgetary Amendment (16A043)/Health Department/Feral Cat – Trap, Neuter and Release (TNR) Program was next. On behalf of the members of the Audit & Administration Committee, Legislators Albano and Gouldman, Legislator Castellano moved the following:

RESOLUTION #183

APPROVAL/BUDGETARY AMENDMENT /HEALTH DEPARTMENT/FERAL CAT – TRAP, NEUTER AND RELEASE (TNR) PROGRAM

WHEREAS, the Health Department has requested a budgetary amendment (16A043) to reduce anticipated donations from Paws for Love for the Feral Cat – Trap, Neuter and Release (TNR) Program; and

WHEREAS, the TNR Program is now being administered by Putnam Advocats Inc. instead of the Putnam County Health Department; and

WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approve said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

Decrease Revenues:		
10405000 427050 10113	Feral Cats – Gifts & Donations	1,500
Decrease Expenses:		
10405000 54330 10113	Feral Cats – Medical Supplies	1,500

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6L – Approval/Budgetary Amendment (16A046)/Sheriff's Department/Grant Award/ Purchase Trauma Plates for Body Armor was next. On behalf of the members of the Audit & Administration Committee, Legislators Albano and Gouldman, Legislator Castellano moved the following:

RESOLUTION #184

APPROVAL/BUDGETARY AMENDMENT/SHERIFF'S DEPARTMENT/GRANT AWARD/ PURCHASE TRAUMA PLATES FOR BODY ARMOR

WHEREAS, New York State Senator Susan Serino has secured $20,000 from public protection funding available in the 2016-17 New York State budget to support anti-crime initiatives in Putnam County; and

WHEREAS, these funds would be used to purchase trauma plates to insert into the body armor worn by Deputy Sheriffs; and

WHEREAS, this grant award requires no matching funds on behalf of the County; and

WHEREAS, the Audit & Administration Committee has reviewed and approves of this grant award; now therefore be it

RESOLVED, that the following budgetary amendment (16A046) be made:

Increase Revenues:		
17311000 430891	Sheriff Patrol – State Aid	20,000

Increase Appropriations:

17311000 52180 Sheriff Patrol – Other Equipment 20,000

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #6m – Approval/Budgetary Transfer (16T220)/Commissioner of Finance / Putnam County Industrial Development Agency (IDA) / Subcontingency / New York State Requirements was next. On behalf of the members of the Audit & Administration Committee, Legislators Albano and Gouldman, Legislator Castellano moved the following:

Legislator Gross stated that this will get the Industrial Development Agency (IDA) rolling.

Legislator LoBue stated that it looked like they were trying to make this a County Department. She believed that Legislator Scuccimarra recommended a consultant that just wanted gas money. She stated that we have now gone from gas money to $10,000 to assist the IDA. She stated that she cannot move forward in good faith because she believes that we weren't told the full picture. She stated that during the Committee meeting she questioned the dollar amount; she believed it was too small. She stated that we were also told that they no longer needed legal counsel. She stated that the PARIS (Public Authorities Reporting Information System) report has not been filed. She stated that she would like to table this item so that we can get a full understanding. She stated that if in fact this will be transitioned into the County to be part of the Planning Department and not be regulated by the State, it needed to be thoroughly vetted.

Legislator LoBue made a motion to TABLE this item; seconded by Legislator Wright.

Legislator Gross believed that the consultant wanted gasoline money because she was traveling from the Western side of the County; not a salary. He believed this transfer was to be used by the IDA for their operation.

Legislator Castellano stated that last year the IDA came before the Legislature and said that they needed $75,000 which was put into subcontingency waiting for them to come forward. He stated that they had decided that it wasn't enough money at that time. He stated that we now have a new IDA in front of us and it is for a lesser amount than the $75,000. He believed that they were doing the right thing and the PARIS report is coming up soon and this is the need for the $32,000. He believed that we needed to fund them.

Legislator Albano stated that there is a new idea and we are trying to give them the tools to do the job right. He stated that in the past we were late on submitting the PARIS report and we need to give it the attention it needs. He believed the IDA provided the explanation on what they need the funding for. He stated that the money has been budgeted and he believed that by putting this off it would delay the reporting dates.

Legislator LoBue stated that the deadline has already been missed.

Legislator Scuccimarra stated that we all know how vital the IDA is to our County. She stated that this is a new volunteer board; except for the consultant. She stated that last

month they gave us a plan of what they needed this money for. She explained that the consultant is an expert and her role has gone from advising to telling the board what to do. She believed that she deserved this salary which wasn't a lot of money. She stated that once the IDA gets on track the consultant will bow out. She stated that the last IDA board was late in submitting every report which resulted in questions from the Attorney General. She believed that we needed to move forward.

Legislator LoBue stated that Legislator Scuccimarra was demanding a business plan from the former IDA. She stated that all we have now are three (3) figures: $12,000 for Audit Report; $10,000 for Consultant (per hour basis) and $10,000 Clerical/Administrative. She questioned where the plan was that Legislator Scuccimarra referenced. She believed there was no specificity to the amount requested.

Chairwoman Nacerino stated that we are grateful that we have these volunteers who are all qualified individuals within the business community. She explained that the argument that we heard over and over from the previous IDA is that they need funding to get started and fuel the IDA in order to make progress. She stated that we did encumber the $75,000 unfortunately they all walked away before they utilized the funds and the County was left without an IDA board. She stated that individuals gradually came forth to fill these positions. She stated that the argument still remains the same that we need to give them the funding necessary to be successful as they move forward.

Legislator Albano explained that there is a lot of work that needs to be done. He believed that $12,000 for the Audit Report, $10,000 for the Consultant and $10,000 for Clerical seemed reasonable. He stated that they are starting from square one and he believed that to hold this up would only create more damage.

Legislator Gross stated that he certainly supported the IDA moving forward and having the funding, however he was not comfortable with the salary involved. He stated that the Clerical person from the last IDA board worked diligently and the money would be certainly well spent. He stated that, in spite of the Consultant salary which he was not happy about, he believed that we needed to approve this.

Legislator Wright questioned if there was a confirmed proposal from O'Connor Davies, LLP. for the audit. He questioned if there was an hourly rate of compensation for the $10,000.

Chairwoman Nacerino stated that she was not aware of anything submitted to us by the IDA. She believed that the $10,000 was for the year.

Legislator Castellano stated that the IDA is a separate board outside of Putnam County. He stated that the consultant comes with a lot of knowledge since she used to work with the Westchester County IDA.

Legislator LoBue stated that as Legislator Castellano pointed out this is an outside agency. She stated that O'Connor Davies, LLP. are the County's accountants. She believed that there was a connection and the Commissioner of Finance is also on this board. She stated that the structure of this is changing and she believed that it will be made some sort of Department within the County and probably placed within the Planning Department.

Legislator Castellano stated that O'Connor Davies is an independent auditor and this is an outside agency. He stated that this was spoken about at the Audit Committee meeting last week and we were told that it was not a conflict of interest.

Legislator LoBue explained how the former IDA requested funding for almost a year and the money in subcontingency was not released because they were told that they needed to come forward with a business plan. She did not understand the rationale of why we do not have a breakdown, as Legislator Wright pointed out of the per hour rate of the $10,000 or the Clerical position.

Chairwoman Nacerino stated that it was a stipend.

Legislator Albano believed that the request was a reasonable amount. He stated that he was not going to micromanage them; they are giving us an idea of what the funds are going to be used for. He stated that regarding the Commissioner of Finance, he stated that he has faith in him and to keep in mind that he is not a voting member of the IDA board.

Chairwoman Nacerino called for a vote on the motion to TABLE this item.

By Roll Call Vote: Two Ayes – Legislators LoBue and Wright. Seven Nays – Legislators Addonizio, Albano, Castellano, Gouldman, Gross, Scuccimarra and Chairwoman Nacerino. Motion Fails.

Chairwoman Nacerino called for a vote on the resolution.

RESOLUTION #185

APPROVAL/BUDGETARY TRANSFER /COMMISSIONER OF FINANCE / PUTNAM COUNTY INDUSTRIAL DEVELOPMENT AGENCY (IDA) / SUBCONTINGENCY / NEW YORK STATE REQUIREMENTS

WHEREAS, the Putnam County Industrial Development Agency (IDA) has requested the release of funding from the current budget for expenses necessary for them to maintain compliance status with New York State requirements; and

WHEREAS, there is a compliance deadline of October 2, 2016; and

WHEREAS, the Commissioner of Finance has requested a budgetary transfer (16T220) to transfer funds earmarked in subcontingency for the IDA; and

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

RESOLVED, that the following budgetary transfer be made:

Increase Estimated Appropriations:

25646000 54646	Contracts	32,000

Decrease Estimated Appropriations:

10199000 54981	Sub Contingency	32,000

2016 Fiscal Impact $32,000
2017 Fiscal Impact – 0 –

BY ROLL CALL VOTE: SEVEN AYES. TWO NAYS – LEGISLATORS LOBUE & WRIGHT. MOTION CARRIES.

Item #6n – Authorization/Legislators to Attend September New York State Association of Counties Conference was next. On behalf of the members of the Audit & Administration Committee, Legislators Albano and Gouldman, Legislator Castellano moved the following:

RESOLUTION #186

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

WHEREAS, four (4) Legislators and Legislative Counsel have requested permission to attend the New York State Association of Counties Conference to be held in Niagara Falls, New York in September 2016 for a registration and lodging total expenditure of approximately $776 per person; and

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

RESOLVED, that four (4) Legislators and Legislative Counsel are authorized to attend the New York State Association of Counties Conference to be held in Niagara Falls, New York in September, 2016.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #7 – Other Business

There was no other business submitted to the meeting.

Item #8 – Recognition of Public

Town of Putnam Valley Supervisor Sam Oliverio stated that he has previously worked with all of the Legislators except Legislators Addonizio and Gouldman who came onto the Legislature after he left. He stated that he knows the Legislators have big hearts because he's worked with most of them for many years. He stated that he knows the Legislators' focus is great and that their motivations are always to benefit the community. He stated that he understands the need for a Senior Center in Philipstown. He cited that in 2006, Legislator Vincent Tamanga brought Paul Guillaro in front of the Physical Services Committee to have initial discussions on building a senior center. He stated that the Legislature investigated and requested more information on other buildings. He stated that he believed it was better to buy a building, rather than lease one. He stated that the Legislature was not given a fair opportunity to investigate other areas. He referenced previous discussions with Legislator Tamagna about expanding the building the seniors were meeting in and he also referenced the Butler building in Putnam Valley which was built in 2002. He stated he wished the County could go back five (5) years and find a permanent site to own. He stated that he is not happy with the lease deal and would have like to see a building owned by the County, however he would not halt the decision made by the majority of the Legislature. He also explained that he was happy that the vote didn't go through with changing the Charter regarding the

position of Commissioner of Planning. He believed it was important for the Commissioner to be a Planner.

Ms. Lynda Ann Ewen, Secretary of the Philipstown Senior Club, stated that the club has over 100 members and an average monthly attendance of 60-70. She explained that seniors need education, recreation, activity and stimulation. She stated that their organization is independent and they meet in the community room at Chestnut Ridge. She stated that where the seniors currently meet is not adequate due to lack of space. She added that her organization unanimously voted and was in favor of the new Senior Center.

Town of Philipstown Deputy Supervisor Nancy Montgomery stated it was important to her town that we do have a certified planner. She stated that they have spent a lot of time redeveloping their zoning code and every piece of paper that is passed through the Planning Board; every local law and zoning issue, is presented to the County Planner for their stamp of approval as well. She hoped that the person in charge of the Planning Department would at least be a land use planner; but preferably a certified planner. She believed that the Office of Senior Resources' (OSR) budget decreased in 2016 from 2015. She stated she would like to see an improvement in the programs, but wonders how it will happen with the OSR's declining budget. She explained that better senior programming has been promised for more than three (3) years and the town has picked up the slack of what the County has failed to provide. She explained the many items she hoped would be provided for the seniors in the new Senior Center. She addressed concerns of how meals are being cooked half way at the Mahopac Koehler Senior Center and their nutritional value after being delivered to another Senior Center. She explained that she used to stop by the Senior Center quite a bit but has since been told, by the OSR, to call ahead before visiting. She explained the many resources and programs that she has advocated for over the years for her town. She stated that budget season is upon us and she hoped that the County would consider improving some of these services.

Chairwoman Nacerino stated that she will look to support and enhance the programs at the new Senior Center. However, she stated that the Town of Patterson does not receive any funding for their senior programs. She stated that the Town of Patterson funds their own recreational programs for their seniors.

Deputy Supervisor Montgomery addressed the statement that the Legislature "explored every option." She believed that options were not explored with the people in control of the structures in Philipstown such as: the Commander of the American Legion or to the Town with regard to their 30,000 square foot recreation center. She believed programs could be consolidated. She questioned if Putnam County employees and contractors would receive favoritism in this contract. She stated that she heard work was being promised to these union workers, which she would love. However, she did not believe the County would then be able to receive public funds if this is promised. She cautioned the Legislature and questioned if the Dormitory Authority grant monies would be received if this is done.

Legislator Addonizio stated that we are going to support them. She stated that she was told that if it is a County project and it is over $1 million, we must use PLA (Project Labor Agreement) every opportunity that we have. She stated that it was her understanding

that it had nothing to do with the other monies that we receive from the Dormitory Authority.

Legislator Wright stated that he is shocked to hear that there were restrictions placed on any local official that wants to visit a senior center in this County. He believed that such a rule shouldn't abide.

Director of the Office for Senior Resources Pat Sheehy explained that there is no rule requiring clearance before attending the Senior Center, although prior notice is appreciated. She stated that we do not allow people to campaign at the Senior Center during their election year. The seniors themselves have requested this. She also explained that the food process has improved greatly. She stated that just this last year a graduate from the Culinary Institute has been hired as our head chef to oversee the food process. She stated the food is prepared and then transported to the various sites to be cooked at the sites. The food is no longer heated three (3) times. She also explained how they have reduced costs with transportation and consolidation in kitchen staff.

Lynn Miller, Cold Spring resident, Business Owner and Village Trustee, stated that no one objected to the seniors having a Senior Center. She explained that she has been in the food service business for approximately 40 years. She stated that she was alarmed to hear about how some of the food is being transported. She stated that she is fully in favor of having a Senior Center that prepares fresh wholesome food for them. She expressed concern about the amount of money being spent on a facility that is only being utilized for a few hours per day to service a very limited number of people within the community. She explained the needs of seniors, along with the needs of the middle and lower income residents as well. She stated that senior centers with the best programs are not programs that segregate the seniors from the rest of the community. The programs with the best outcomes and the best services are those that are integrated into the community; not segregated from them. She asked the Legislature to take a broader view and tailor the center to address the needs of all the residents.

Alexandra Ballantine, Town of Southeast resident, offered an idea for creating more support for the Senior Center. She stated that she previously requested breakdown of the anticipated costs per user as compared to other Senior Centers around the Country. She stated that if there is a difference, she suggested a modest sliding scale monthly membership or usage fee. She believed that a modest fee for access to public facilities was a way to manage costs. She also voiced her concerns on what we think we would be spending on the Center. She stated that the County would be spending approximately $13.00 per square foot for the Senior Center while BOCES would be paying approximately $2.00 per square foot in rent for space at Tilly Foster Farm. She believed it looked very different to her when the County is the landlord versus the tenant. She believed this would inspire discussions on how to rein in the costs or how to keep them in control. She believed that lower taxes and economic activity make a community stronger.

A senior from the Town of Carmel believed that there wasn't anyone in this room who doesn't appreciate seniors or doesn't want them to have a Senior Center. She believed that the main issue was with pushing this lease when there are many people that have a problem with it. She thanked Legislators LoBue, Wright and Gross for their statements.

She believed it was unfair to take the rationality of their statements and turning it to that they don't care about senior centers; which she did not believe was correct.

Deputy Supervisor Montgomery read an email she received on August 1, 2012 from the Office from Senior Resources asking that she contact Director Sheehy with the date and time of when she would like to visit the Senior Center.

Dan Greenberg questioned at what point the Senior Center went from 3,000 square feet to 6,000 square feet. He stated that he read that in November of 2015 it was approved for 3,000 square feet. He questioned if we really needed 6,000 square feet.

Legislator Albano believed that all along it was 6,000 or 7,000 square feet.

Chairwoman Nacerino stated that it also encompasses the kitchen, office space and bathrooms.

Mr. Greenberg stated that it was his understanding that the teaching kitchen is no longer part of the project and would save $200,000. He questioned what the square footage was for the teaching kitchen.

Chairwoman Nacerino stated that it was a state of the art kitchen which has been scaled down.

Legislator Scuccimarra believed it was 700 square feet.

Legislator LoBue stated that it was never presented to the Legislature that it would be a teaching kitchen. She explained that the fifteen year lease would cost over $4 million for something that the County does not own. She believed that we should look for a scaled down alternative.

Kathleen Foley of Cold Spring stated that she attended the County's Physical meeting which was held in Cold Spring pertaining to the Senior Center. She stated that there were statements made about public services that would be received such as; a Sheriff's substation, women's services and a tourism office. She stated that now it will just be a Senior Center and the costs have escalated. Ms. Foley mentioned some of the estimated costs from the Preliminary Engineering – Capital Expense Summary such as: $75,000 for Professional Services; $300,000 for Wood Stairs, Sheetrock, Insulation & Outside Loft Stairs; $200,000 for Kitchen Equipment; $100,000 for Bathroom Fixtures; $85,000 for Drop Ceiling, Painting, Furniture, Cabinetry & Window Treatment; $150,000 for Labor (Carpenters) and $68,000 for Framing; $45,000 for Light Fixtures & Fans; $40,000 for Flooring; $25,000 for Tables, Chairs & Bar Equipment; $25,000 for Gas Fireplace & Glass Front for Lounge Area. She questioned if any of the other Senior Centers had teaching kitchens, fireplaces or lounge areas.

Lynn Miller explained that while in the food service business for over 35 years she has been involved in the planning, implementation and building of no less than eight (8) professional commercial kitchens. She stated that at no time did they spend $200,000 to build a commercial kitchen, even when they were serving three (3) meals per day to 270 seats in banquet facilities for 1,000. She explained the large rate of depreciation of commercial appliances.

Director Sheehy explained that the kitchen that is being designed is not a $200,000 kitchen. Originally the teaching kitchen was an idea that Ms. Ailes was interested in. She wanted to model it after the Hudson Valley Hospital where they taught people who were recovering from cancer and other chronic diseases to prepare proper meals for themselves. The original vision was to possibly have a closed off kitchen, separate from our kitchen, where experts could be brought in to teach and that there might be a hibachi hood which would require special venting. However, this never happened and it is not going to happen. She also stated that the meals are not being reheated many times. She explained that all of the kitchen operations are overseen by the Health Department and the Office for Senior Resources is required to operate under the regulations of the New York State Office for Aging.

Lynne Eckardt, Town of Southeast Councilwoman, representing herself this evening, thanked the Legislators that voted against changing the Charter for the Commissioner of Planning position requirements. She believed it was always bad to back anyone into a position. She believed the position should be advertised and if at any point you couldn't find a qualified Planner, then that would be the time to change the Charter. She also spoke about the seniors in the Town of Southeast. She stated that it is the second largest town in the County which generates the largest amount of sales tax revenue. She stated that they do not have a senior center, nor do they receive money from the County for their seniors. She explained that a senior center to them would mean higher taxes for everyone. She believed that the Legislature needed to look long and hard at consolidation of services. She also stated that she did not like hearing that there has never been a better time to bond. She explained that it did not make sense from a fiscal sense if you are bonding items that you don't really need just because it is a good time to bond. She stated that regarding not allowing comment tonight, she stated that the public is told to go to Committee meetings to have their concerns addressed, however she explained that personally she has attended Committee meetings and has had many of her questions left unanswered.

Michael Robinson, Cold Spring resident explained that many residents believed this was a bad deal and that the County should be looking to own the Senior Center. He stated that it was said that some people just don't support the Senior Center. He expressed his frustration with that statement and explained how it was not true.

Mayor of Cold Spring David Merandy explained that he took offense to the insinuation that people who have disagreed with the proposal or have voiced their opinion are against the seniors. He believed there should have been a scaled down version of the project. He stated that at one time County Executive Odell stated that it was 2,500 square feet for the Senior Center and the other portion of the 6,000 square feet would be utilized for tourism; etc. He stated that now the proposed Senior Center is 6,000 square feet. He stated that this is triple the amount of space from what is currently being utilized for the seniors at the American Legion. He expressed his frustration and view of the situation when Roger Ailes was involved in the project. He detailed what he believed would be traffic and parking issues regarding this current proposal. He did not believe this was a good location for the Senior Center. He believed that an addition could have been added to the American Legion for approximately $600,000. He mentioned other locations that could possibly be considered.

Matthew Francisco, Cold Spring resident and Chair of the Planning Board explained the scenario that precipitated the requested language change in the Butterfield lease

pertaining to bussing in order to satisfy the condition that the Board placed on the site plan. He clarified that the Village Attorney did not suggest the amendment to the lease. He stated that it was quite the opposite, the Village Attorney stated that he was not telling you what to do and that you need to go to the Planning Board. He stated that if the applicant comes before the Planning Board on Thursday night, the Planning Board would have the language change. He stated that he assumed the lease would go back to the Physical Services Committee.

Lourdes Laifer, Cold Spring resident stated that she was very disappointed that they were unable to speak before the Butterfield lease was approved. She stated that she does support the seniors and supports them getting a senior center. She stated that she takes offense for anyone to suggest that just because they are against the lease deal, they are against the seniors. She stated that is dead wrong. She explained that she is against the lease because we are spending $4.7 million for a rental; which equates to $26,000 per month for fifteen years, with nothing to show for it in the end. She believed that in her opinion this was a bad deal.

Stephanie Hawkins, Cold Spring resident, explained that it was interesting that there were a number of seniors that attended this evening's meeting and she saw them arrive on the Office for Aging bus. She mentioned that in the flyer/calendar for the Nutrition Program in Carmel, there was a letter signed by Director Sheehy encouraging the seniors to come tonight to this meeting to show support of the lease. She read the letter that was included on the calendar. She believed this was a conflict and had an issue with money designated for the Office for Aging being spent to bus seniors to this meeting. She thanked Legislators Gross, LoBue and Wright for their rationale thoughts. She was glad that the proposed Charter change for the Commissioner of Planning was not approved. She stated that Legislator Castellano mentioned that the CAM charges included the taxes. She stated that the prior lease did not separate the two (2) and the County agreed to pay approximately $30,000 for County property taxes which were separate and apart from the CAM. She believed there was misrepresentation on the lease. She stated that when all of the other facilities are being scaled down and there is no cooking being done at the Putnam Valley facility, she questioned why there was an investment in a commercial kitchen at this location. She mentioned the square footage and the original plans to include a tourism office and a Motor Vehicle Department.

Lithgow Osbourne, Garrison resident believed this was an issue of people not doing their jobs as effectively as they should. He stated that this was his opinion about the job some of the Legislators were doing.

Legislator Wright made a motion to waive the rules and extend the time of the meeting beyond 11:00 P.M.; seconded by Legislator LoBue. All in favor.

Mr. Osbourne stated that the Putnam County Office for Senior Resources bus license plate is AC3743 for the record.

Mayor of Cold Spring David Merandy questioned if public funds could be invested in a private interest. He did not believe that NYS Law allowed this. He believed that Assemblywoman Galef mentioned that she wasn't sure if Dormitory funds could be used for this. He believed this should be looked into.

Item #9 – Recognition of Legislators

Chairwoman Nacerino stated that if she alluded to the fact that she thought any of them did not support the seniors; she apologized. She stated that she did not say that. She stated whether or not the comment was directed to her or another Legislator, she questioned why they would be opposed to the project in their own town.

Legislator Gross stated that he was concerned that County buses are being used in the evening to bring seniors over for a particular angle. He did not believe this was legal and we needed to straighten this out.

Legislator Albano stated that the busing didn't bother him. He stated that we want to hear from all the people in the County and we offer services to the seniors. He stated that Supervisor Oliverio mentioned the option to purchase. He stated that there was no real option to purchase on the table or brought before the Legislature. He stated that there was discussion to extend the lease and it was then brought to fifteen years with a ten year option. He explained that people say that the ideal situation if you have an option to buy would be to put some of the rental money towards that. He stated that would work if you were paying top dollar for the lease. He stated that other properties in this location are paying almost double the amount in rent. He believed that everyone supported the seniors; however, he did not believe everyone supported what it takes to get this project done.

Legislator Wright stated that he was not as sanguine as Legislator Albano is about the use of the buses. He requested that the matter be referred to the Rules Committee to get an opinion from the Attorney General on its propriety. He did not believe it sounded correct to him; however if it is correct, then show me where you sign up to get a bus for all the Hill Street residents to come over and talk about the cell towers. He requested that the other matter, although probably unintended to be inappropriate, also be reviewed by the Rules Committee. He believed that it was not appropriate for a Department Head to lobby a constituency to take action to influence the outcome of Legislative deliberations. He stated that a solicitation letter to come and show support, given the weight of the governmental authority behind it, is exactly that. He believed the Department Head was there to carry out the directives and resolutions of this Legislature, and not to influence the outcome of legislation before this Legislature.

Legislator LoBue concurred with Legislators Gross and Wright. She stated that as Chairwoman of the Rules Committee she would bring forward Legislator Wright's request. She stated that she was shocked to hear that the calendar for the Senior Center contained a letter that was signed off by the Office for Senior Resources' Department Head. She also addressed her concern about scheduling the use of public transportation to further the agenda of the Administration to push forward this lease. She then addressed the comments made by Legislators Albano and Castellano regarding getting a deal at $13.95 per square foot. She stated that the County was getting a dilapidated building that will be gutted. She stated that it did not have front street access and therefore she could see how the commercial building that is going up now is garnering a higher per square footage amount.

Legislator Albano stated that the other half of the same building is twice the rent.

Legislator LoBue questioned where the comparables were to prove that we are getting such a great deal. She explained how the kitchen in the state of the art senior center

facility in Putnam Valley is now being used to heat up food and now a brand new kitchen is being put in another facility. She explained that she does not know if the kitchen has been scaled down because she has only seen the document received from the Deputy County Executive which enumerated some of the changes that was not discussed at the last Physical meeting. She stated that there has been a lot of discussion about what is public information and what is not. She stated that if there is nothing wrong in what we are doing and this project has merit, she questioned why the County wasn't coming forward and discussing all of the details as many times as needed so that the community feels comfortable that this is the right deal for taxpayers as well as the seniors.

Legislator Albano stated that the revisions to the lease were based on public input or when the Ailes donation was removed. He explained that when individuals had concerns about 52% of the taxes the wording in the lease was changed to provide better clarity. He stated the minor changes that were submitted tonight were to accommodate the request by the town. He stated that regarding the statement about meals not being prepared at the Putnam Valley Senior Center, at the time there was an employee who retired and it was determined that we could save $100,000 by cooking the meals at one location. He stated that he has not received one complaint until tonight that there were any issues. He explained that this proposed senior center has been worked on and discussed for years.

There being no further business, at 11:26 P.M., Chairwoman Nacerino made a motion to adjourn; seconded by Legislator Gross. All in favor.

Respectfully submitted by Diane Schonfeld, Clerk.

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

Ginny Nacerino *Chairwoman*
Joseph Castellano *Deputy Chairman*
Diane Schonfeld *Clerk*
Clement Van Ross *Counsel*

Barbara Scuccimarra	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Ginny Nacerino	Dist. 4
Carl L. Albano	Dist. 5
Roger S. Gross	Dist. 6
Joseph Castellano	Dist. 7
Dini LoBue	Dist. 8
Kevin Wright	Dist. 9

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

Tuesday September 6, 2016 7:00 P.M.

1. **Pledge of Allegiance**

2. **Legislative Prayer**

3. **Roll Call**

PROCLAMATIONS

9/11 DAY OF SERVICE & REMEMBRANCE

NATIONAL RECOVERY MONTH – SEPTEMBER 2016

4. **Approval of Minutes – Regular Meeting – August 2, 2016**

5. **Correspondence**
   a) **County Auditor**

6. **Pre-filed resolutions:**

6a. PROPOSED SENIOR CENTER PROJECT @ THE LAHEY PAVILION, COLD SPRING, NY (BUTTERFIELD)

6a(1) (Physical Services Committee) - Approval/Revised-Lease Agreement/ Senior Center /Butterfield Realty LLC / 6,000 Square Feet of Space @ The Lahey Pavilion/ Amend Resolution #107 of 2016

6a(2) (Audit & Administration Committee) - Approval / SEQRA Determination (Butterfield Senior Center Project at Lahey Pavilion)

6a(3) (Audit & Administration Committee) - Approval / Bond Resolution / (Butterfield Senior Center Project at Lahey Pavilion)

6a(4) (Audit & Administration Committee) - Approval/Budgetary Amendment (16A054)/Commissioner of Finance/ Butterfield Senior Center Project at Lahey Pavilion

PERSONNEL COMMITTEE
(Chairwoman Nacerino, Legislators Castellano & Wright)

6b. Approval/Budgetary Transfer (16T180)/Highways & Facilities/ATI Overtime Costs

6c. Approval/Budgetary Transfer (16T195)/Commissioner of Finance/ Mandated Unemployment Insurance

6d. Approval/Fund Transfer (16T199)/Sheriff's Department/Temporary/Cover Open Cook Line /June & July

6e. Approval/Local Law to Amend Article 5-A, Section5-A.01, of the Putnam County Charter Entitled "Department of Planning, Development, and Public Transportation; Commissioner" *(tabled from August 2, 2016 Full Mtg)*

PHYSICAL SERVICES COMMITTEE
(Chairman Albano, Legislators Castellano & Scuccimarra)

6f. Approval/Budgetary Amendment (16A049)/Commissioner of Finance/Capital Projects

6g. Approval/Budgetary Amendment (16A050)/Highways & Facilities/Sheriff's Department/Bureau of Emergency Services Storage Garage Capital Project

6h. Approval/Budgetary Amendment (16A051)/Planning Department/Grant Award/Bikeway Signage

6i. Approval/Grant Application /Highways & Facilities / Bridge and Culvert Program Administered by New York State Department of Transportation

AUDIT & ADMINISTRATION COMMITTEE
(Chairman Castellano, Legislators Albano & Gouldman)

6j. Approval/Budgetary Amendment (16A041)/Legal Aid Society/NYS Indigent Legal Services Distribution

6k. **Approval/Budgetary Amendment (16A043)/Health Department/Feral Cat – Trap, Neuter and Release (TNR) Program**

6L. **Approval/Budgetary Amendment (16A046)/Sheriff's Department/Grant Award/ Purchase Trauma Plates for Body Armor**

6m. **Approval/Budgetary Transfer (16T220)/Commissioner of Finance / Putnam County Industrial Development Agency (IDA) / Subcontingency / New York State Requirements**

6n. **Authorization/Legislators to Attend September New York State Association of Counties Conference**

7. **Other Business**

8. **Recognition of Public**

9. **Recognition of Legislators**

10. **Adjournment**

#4 (a)

SPECIAL MEETING
OF THE
PUTNAM COUNTY LEGISLATURE
CALLED BY THE CLERK AT THE REQUEST OF THE CHAIRWOMAN
FOR THE ADOPTION OF THE 2017 BUDGET
HELD IN THE
HISTORIC COURTHOUSE
CARMEL, NEW YORK 10512

Thursday October 27, 2016 7:00 p.m.

The meeting was called to order at 7:03 P.M. by Chairwoman Nacerino who requested Legislator Castellano lead in the Pledge of Allegiance and Legislator LoBue to lead in the Legislative Prayer. Upon roll call, Legislators Scuccimarra, Gouldman, Addonizio, Albano, Gross, Castellano, LoBue and Chairwoman Nacerino were present. Legislator Wright arrived at 7:06 P.M. Also present was Legislative Counsel Van Ross.

Item #4 - Pre-filed Resolutions

BUDGET & FINANCE COMMITTEE
(All Members)

Item #4a – Coroners – Postage. Chairwoman Nacerino moved the following:

RESOLUTION #212

Coroners

	FROM:	TO:
Postage		
10118500 54314	750	150

A DIFFERENCE OF: (600)

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

Item #4b – Sheriff's Department – Reflect Current Allocation of Deputy Sheriff Positions. Chairwoman Nacerino moved the following:

Chairwoman Nacerino made a motion to accept the additional material submitted to the meeting; seconded by Legislator Castellano. All in favor.

RESOLUTION #213

Sheriff's Department

Reflect Current Allocation of Deputy Sheriff Positions

	FROM:	TO:
Sheriff		
10311000 51000	2,196,564	2,194,854
A DIFFERENCE OF: (1,710)		
Sheriff – Narcotics		
14311000 51000	872,198	873,908
A DIFFERENCE OF: 1,710		
Sheriff – Road Patrol		
17311000 51000	3,389,409	3,345,106
A DIFFERENCE OF: (44,303)		
Sheriff – Security Services DSS		
19005060 51000	91,677	90,377
A DIFFERENCE OF: (1,300)		
Sheriff – Building Security		
19311000 51000	50,079	91,677
A DIFFERENCE OF: 41,598		

Adjust Fringes & Revenue Accordingly.

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

Item #4c – Office for Senior Resources – Reflect Impending Retirement in December.
Chairwoman Nacerino moved the following:

RESOLUTION #214

Office for Senior Resources

	FROM:	TO:
OSR – RSVP		
Reflect Retirement		
10677300 51000		
(677310104)	283,455	270,198

A DIFFERENCE OF: (13,257)

Adjust Fringes & Revenue Accordingly.

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

Item #4d – Legal Aid – County Contribution. Chairwoman Nacerino moved the following:

Legislator LoBue made a motion to amend. She stated that Legal Aid had requested $150,000 in County Contribution in order to make them whole. She stated that the Committee approved putting $75,000 in subcontingency. She would like to increase that amount by $25,000 bringing it to $100,000 being placed in subcontingency; seconded by Legislator Gross.

Legislator Gross stated that due to the changes in the law and the lack of previous grant funds he stated that there will be more people needing Legal Aid services. He stated that if these individuals are not serviced by Legal Aid it would cost $75.00 per hour as opposed to $35.00. He believed we might be asking for additional funds next year.

Legislator LoBue stated that the people that receive these services could be Veterans and young adults. She explained that it is State law that requires the County to provide these services. She stated that when we provide the services now it is at a cost of $35.00 per hour. If we don't and the County is required to pay for counsel for the individuals that qualify, it will be billed at $75.00 per hour. She believed it was in the best interest of this County for us to fund the shortfall which happens to be a grant that has not come through. She stated that this affects the most vulnerable people in our community.

Legislator Albano stated that he supports the $75,000 because he realizes that there will be a need. He stated that unfortunately New York State changed the eligibility requirements for Legal Aid which he believed may not be proper or fair. He believed that by putting the money in subcontingency we are saying to the State, don't worry the County has your back. He believed that if all the counties made a statement that the money is not available; the State will realize that they created a real issue. He stated that in the end if we need to do something, he believed that we would make it work. He stated that he wouldn't support the increase, but he would support the $75,000.

Legislator Addonizio stated that this is an unfunded mandate. She stated that the requirements have changed which means that more individuals will qualify for Legal Aid. She stated that she would vote in favor of this request.

Legislator Scuccimarra stated that again this is another mandate and we have lost the grant which is problematic. She stated that she would support the $75,000 with

reservations. However, she believed this government needed to look into a grant coordinator or a grant writer.

Chairwoman Nacerino stated that she too would support the $75,000 without reservation. She stated that Legal Aid has lost some State funding which has again filtered down to the local level. However, she hoped that they would actively be pursuing grant funding and that these grants would come to fruition in the upcoming year. She stated that in the event that all efforts fail, she stated that we would certainly not leave them high and dry and revisit this in the future.

Legislator Wright stated that Legal Aid did not lose a grant. He stated that they had a three (3) year grant and the State has not yet set up the granting mechanism for reconsideration of that. He explained that the collateral damage of the drug crisis will certainly be when Putnam County citizens without adequate competent legal representation find themselves with felony convictions, are then unemployable and will join the ranks of the publicly supported here in the County. He stated that he needn't remind anyone how our public assistant budget has swelled in the past decades. He stated that Legal Aid has reduced their request to a mere $100,000. He believed that it was not a good situation to place an agency such as that, which has nowhere to go except to this Legislature at this time in the budget process. He requested to put the money in subcontingency otherwise the process would change dramatically next year where it would need to proceed by executive permission first.

Legislator Gouldman stated that he would support the increase. He stated that many people find themselves in situations that are beyond their control. He believed that we needed to keep the safety net that we have on a County level in order to help these individuals.

Legislator Castellano stated that he appreciated what Legal Aid does. He explained that Legal Aid originally requested $150,000 and he believed putting $75,000 in subcontingency was a fair compromise.

Chairwoman Nacerino called for a vote on the amendment to increase the subcontingency amount by $25,000.

By Roll Call Vote: Five Ayes – Legislators Addonizio, Gouldman, Gross, LoBue and Wright. Four Nays – Legislators Albano, Castellano, Scuccimarra and Chairwoman Nacerino. Motion Carries.

Chairwoman Nacerino called for a vote on the amended resolution.

RESOLUTION #215

<u>Legal Aid</u>

	FROM:	TO:
Increase County Contribution		
Subcontingency		
10199000 54982	0	100,000

A DIFFERENCE OF: 100,000

BY ROLL CALL VOTE: FIVE AYES. FOUR NAYS – LEGISLATORS ALBANO, CASTELLANO, SCUCCIMARRA & CHAIRWOMAN NACERINO. MOTION CARRIES.

Item #4e – Cornell Cooperative Extension – Increase County Contribution. Chairwoman Nacerino moved the following:

RESOLUTION #216

Cornell Cooperative Extension

	FROM:	TO:
Increase County Contribution		
25875000 54950	311,965	315,185

A DIFFERENCE OF: 3,220

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #4f – National Association of Counties (NACo) Membership. Chairwoman Nacerino moved the following:

RESOLUTION #217

NACo - Dues

	FROM:	TO:
Books & Supplements		
10192000 54313	15,000	17,000

A DIFFERENCE OF: 2,000

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #4g – Parks & Recreation – Maintenance & Repairs – Subcontingency. Chairwoman Nacerino moved the following:

RESOLUTION #218

Parks & Recreation

	FROM:	TO:
Maintenance & Repairs 10711000 54710	15,000	0
Subcontingency 10199000 54985	0	15,000

A DIFFERENCE OF: 0

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #4h – Office for Senior Resources – Confidential Secretary - Salary Adjustment. Chairwoman Nacerino moved the following:

RESOLUTION #219

Office for Senior Resources

	FROM:	TO:
Confidential Secretary 10677200 51000 (677210103)	42,656	44,320

A DIFFERENCE OF: 1,664

Adjust Fringes & Revenue Accordingly.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #4i – County Executive – Confidential Secretary – Salary Adjustment. Chairwoman Nacerino moved the following:

RESOLUTION #220

County Executive

	FROM:	TO:
Confidential Secretary 10123000 51000 (123010106)	40,055	41,770

A DIFFERENCE OF: 1,715

Adjust Fringes & Revenue Accordingly.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #4j – Highways & Facilities – Title Change – Maintenance Carpenter to Maintenance Plumber. Chairwoman Nacerino moved the following:

RESOLUTION #221

Highways & Facilities

	FROM:	TO:
Maintenance Carpenter 10511100 51000 (511110113)	56,881	0
Maintenance Plumber 10511100 51000 (511110113)	0	59,602
Temporary 10511100 51094	18,000	15,279

A DIFFERENCE OF: 0

Adjust Fringes & Revenue Accordingly.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #4k – Legislature – Legislator's 2% Salary Adjustment. Chairwoman Nacerino moved the following:

RESOLUTION #222

Legislature

	FROM:	TO:
2% Salary Adjustment For Legislators 10101001 51000 (101010101)	35,136	35,839

(101010102)	35,136	35,839
(101010103)	35,136	35,839
(101010104)	35,136	35,839
(101010105)	35,136	35,839
(101010106)	35,136	35,839
(101010107)	35,136	35,839
(101010108)	35,136	35,839
(101010109)	35,136	35,839
Chair Stipend		
(101010190)	8,783	8,959
Stipends for Committee Chairs		
(101010999)	7,000	0

A DIFFERENCE OF: ($497)

Adjust Fringes & Revenue Accordingly.

BY ROLL CALL VOTE: SEVEN AYES. TWO NAYS – LEGISLATORS GOULDMAN & WRIGHT. MOTION CARRIES.

Item #4L – Legislature – Administrative Assistant Positions – Salary Adjustment. Chairwoman Nacerino moved the following:

RESOLUTION #223

<u>Legislature</u>

	FROM:	TO:
Administrative Assistant		
10101001 51000		
(101010113)	37,740	38,000
Administrative Assistant		
10101001 51000		
(101010114)	44,880	45,000

A DIFFERENCE OF: $380

Adjust Fringes & Revenue Accordingly.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #5 – Other Business

LEGISLATOR COMMENTS

Legislator Gross stated that he wanted to speak to some of the comments made at the Public Hearing last evening and those mentioned in the newspapers regarding transparency of this Legislature. He explained the Legislative process where issues are discussed during Committee meetings and it is totally transparent. He stated that if a person is unable to make the meeting, they could certainly contact their Legislative representative to get clarification on those issues. He stated that the Legislature is transparent and he disagreed with some of the comments that were made. He encouraged people to go to the website to view our Calendar and agendas.

Chairwoman Nacerino echoed some of Legislator Gross' comments. She too took issue with individuals saying that the Legislature is not open and transparent. She stated that there are seven (7) Committee meetings during the month. She explained how Legislators are receptive to public comment and make every effort to meet the needs of their constituents.

Legislator Wright believed that we always need to encourage self-improvement. He stated that it was consistent with his critical comments of changing our Legislative procedures which only allow for public comment after the Legislature votes at a regular meeting. He believed it was almost tantamount to the same thing as was suggested last night at the Public Hearing; to hold public comment on a budget 24 hours before the Budget Adoption. He believed that we needed to give the citizens credit for the ability from time to time to enlighten us in a way that is helpful, but may require deliberative thinking and careful analysis. He believed that if public comment is to be meaningful, it should be sufficiently before a Legislative vote to allow the opportunity for Legislative reflection. Otherwise, he believed it would do nothing other than leave the citizens with the impression perhaps that they were just permitted to vent a point of view without any real opportunity to change a Legislators' thinking on important matters.

Legislator Albano stated that our seniors and veterans are a priority. He stated that, under the direction of Director of Office for Senior Resources, Patricia Sheehy, he believed that the Butterfield Senior Center would be something that we will be very proud of.

Legislator Gross explained that the Full Legislative meeting is a time when we recognize citizens and volunteerism. He stated that the meeting also finalizes those items that have been discussed in Committee meetings. He welcomed comments at the end of the agenda. He believed it was important to understand that there are two (2) different situations; the Committee meetings are where discussion takes place and at the Full meeting decisions have already been made from those discussions and the Legislature is ready to move forward.

Chairwoman Nacerino stated that is our policy and procedure. She stated that they always look for ways to evolve and to learn from what people say, however, she believed that there needed to be some respect to our process as well, which has proven to work efficiently for many years. She encourage everyone to review the agendas on our website and to make phone calls to individual Legislators if they are unable to come. She stated that the Legislature has demonstrated over and over again that we are receptive to the needs of people and have on occasion let individuals speak first when there are controversial issues.

Legislator LoBue stated that, as Legislator Wright mentioned, she hoped that we could do better and improve on the process. She stated that people believe they are not being given the truth when things are not transparent. She stated that the budget was posted on line under the Department of Finance, which she believed was difficult for people to find. She believed that next year we should make sure that the budget is posted in an area that is readily available. She believed that Legislative Conference Room #318 is not always suited to accommodate the public. She believed that copies of the budget should be made available during the budget meetings so they can follow along. She believed that we needed to strive to do better and be more transparent. She also believed that the Personnel section of the budget should be posted on line.

Chairwoman Nacerino stated that Legislator LoBue brought forth some very good points that should be looked into for next year.

Item #5a(1) – Historian – Removal of Full Time Proposal.

Legislator Gross praised the Historian for the excellent job that she was doing, however he was concerned about growing government by increasing this position from a Part time position to a Full time position.

Legislator Gross made a motion to keep the Historian as a Part-time position; seconded by Legislator Wright.

Legislator Castellano believed that this was an important position. He stated that we would be saving $10,000 but we will be losing one (1) person in the process. He believed that the Historian position added to the tourism in Putnam County. He stated that the original request was $46,784.00 and was dropped down to $25,529.00 by the Administration. He stated that the hourly rate would remain the same and this individual has worked above and beyond. He supported the Full time position.

Legislator Addonizio stated that she also believed that it was a very important position. She stated that she contacted Orange County, Rockland County and Dutchess County. She stated that Dutchess County has one (1) Full time position with benefits and one (1) Part time with limited benefits. She stated that Rockland County has one (1) Part time

employee and Orange County has one (1) Full time employee with benefits and one (1) Part time employee with no benefits. She explained that she has received phone calls from several constituents who believe it is unnecessary to have a Full time Historian position.

Legislator Scuccimarra concurred with Legislator Castellano. She did not believe this was growing government, but rather making an investment in County history which is important to us and our future generations. She stated that the Historian is also helping the Veterans establish their Veterans' museum.

Legislator Wright concurred with Legislator Addonizio. He stated that, historically speaking, it has been a somewhat ceremonial position and the stipend has grown over the years for the Part time County Historian. He believed that Legislator Addonizio's careful comparative analysis suggests that we ought maintain its present level, which would include the same management increases that other management personnel receives.

Chairwoman Nacerino called for a Roll Call on the motion to keep the Historian position as Part time.

RESOLUTION #224

Historian's Office

	FROM:	TO:
County Historian Removal of Full Time Proposal 10751000 51000 (751110901)	25,529	0

A DIFFERENCE OF: (25,529)

Adjust Fringes & Revenue Accordingly.

BY ROLL CALL VOTE: SIX AYES. THREE NAYS – LEGISLATORS ALBANO, CASTELLANO & SCUCCIMARRA. MOTION CARRIES.

Item #5a - Budget Resolution Regarding Settlement of Union Contracts. Chairwoman Nacerino moved the following:

RESOLUTION #225

BUDGET RESOLUTION REGARDING SETTLEMENT OF UNION CONTRACTS

RESOLVED, in the event that an employment contract settlement(s) is proposed by the County Executive and ratified by the County Legislature after the formal budget adoption date, but before the start of the ensuing fiscal year, the Commissioner of Finance is authorized to adjust the salaries and fringe benefits accordingly using the funds set aside for this purpose. There is no fiscal impact to the County Budget.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #5b – Consumer Affairs – Electrical Inspection Services RFP. Chairwoman Nacerino moved the following:

RESOLUTION #226

Consumer Affairs

	FROM:	TO:
Electrical Inspection Services		
Revenue		
10661000 425450	40,000	0

A DIFFERENCE OF: 40,000

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #5c – Putnam Golf – Highways & Recreation – Move Improvement line to Subcontingency.

Page 186 – Account #10085000 54715 Improvement Line – Putnam Golf - $100,000.

Legislator LoBue made a motion to move the $100,000 Improvement line for Putnam Golf to subcontingency to allow for Legislative control; seconded by Legislator Wright.

By Roll Call Vote: Three Ayes – Legislators Gross, LoBue and Wright. Six Nays – Legislators Addonizio, Albano, Castellano, Gouldman, Scuccimarra and Chairwoman Nacerino. Motion Failed.

Item #5d – Putnam Tourism Promotion Agency - Move $100,000 to Subcontingency.

Page 163 – Account #25641000 54950 County Contribution – Putnam Tourism Promotion Agency - $141,996.

Legislator LoBue made a motion to move the County Contribution amount $141,996 to subcontingency.

Legislator LoBue stated that this is based on discussions at the Budget & Finance meeting regarding the status of the Tourism office and the lack of clarity from the beginning of this year. She stated that the Attorney General's office performed a review of this agency. She stated that at that time she had made a request that the County stop releasing funding until it was straightened out. She stated now, nine (9) months later, there still no resolve from the Attorney General's office. She stated that the Tourism agency has changed their mission statement to Tourism/Economic Development. She stated that she has questions about their finances and oversight such as; who has the previous files and bank statements. She believed that the Legislature needed to do their fiduciary responsibility in overseeing the finances of this outside agency.

Legislator Wright believed that the agency should be initially funded in some proportion to the County's previous commitments. He stated that if the motion does not get a second, he would propose all but $35,500 which would be approximately ¼ worth of funding to be placed in the budget to incentivize an expeditious presentation in the New Year of the outstanding requests for important information. He explained that we were led to believe this information should be forth coming, therefore, he believed that by the end of the first quarter in 2017 there should be no open issues before the Legislature.

Legislator Gross seconded Legislator LoBue's motion to place the funds in subcontingency.

Legislator Gross explained that there has been some trouble with the Tourism Promotion Agency, however, he believed that they are on track with a new Board and he did not want to handcuff them for the late winter and spring activities in which they plan for. He stated that he had mixed emotions about this and preferred what Legislator Wright was proposing, however, he stated that he would second the first motion, let everyone else vent and then vote on it and move on to maybe another motion.

Legislator Scuccimarra stated that she attended several of their Board meetings. She believed it was a good Board. She stated that they have six (6) applicants for the Directors position. She stated that they have indicated that they will address any issues coming up. She stated this was something the Board had inherited and she believed it was not fair to put the money in subcontingency.

Legislator Addonizio stated that she did not believe that putting the funds in subcontingency would be tying their hands; it would still be available. She that she would propose putting $100,000 in subcontingency.

Legislator Castellano concurred with Legislator Wright and believed that we would be handcuffing them by putting the entire amount in subcontingency because they wouldn't be able to draw from those funds until the February or March meeting. He stated that he supported the 75% which Legislator Wright was proposing or the $100,000 proposed by

Legislator Addonizio. He stated that the original motion should be voted down because they wouldn't have enough funds to pay their bills come January.

Chairwoman Nacerino called for a roll call on Legislator LoBue's motion to place the entire amount in subcontingency.

By Roll Call Vote: One Aye – Legislator LoBue. Eight Nays – Legislators Addonizio, Albano, Castellano, Gouldman, Gross, Scuccimarra, Wright and Chairwoman Nacerino. Motion Failed.

Legislator Addonizio made a motion to place $100,000 in subcontingency; seconded by Chairwoman Nacerino.

Chairwoman Nacerino believed that this was not tying their hands. She stated that there have been some issues and problems that need to be resolved. She stated that this gives the Legislature the opportunity to have a little more oversight moving forward.

Legislator Scuccimarra stated that her concern was if these invoices are accurate she believed it would leave them with literally nothing to operate with. She suggested that the amount be lowered in order for them to address any open invoices.

Chairwoman Nacerino explained that they have some funds available until the end of the year. This is for operating costs for the beginning of 2017.

Legislator LoBue stated that they are continuing to receive approximately $12,000 per month. She stated that it was not accurate to say that they will not have any money to operate with. She explained her concern with the Part-Time position of the Acting Director, the salary he is receiving, the checks he is signing without being familiar of the bank balance.

Legislator Albano stated that there is a whole new Board and they are doing what needs to be done. He stated that he could see the logic of putting some funds into subcontingency, however he believed that $100,000 was too much. He stated that he would support a lower amount.

Chairwoman Nacerino called for a roll call vote on the motion to place $100,000 in subcontingency.

RESOLUTION #227

<u>Putnam Tourism Promotion Agency</u>

	FROM:	TO:
County Contribution		
25641000 54950	141,996	41,996

Subcontingency
10199000 54984 0 100,000

A DIFFERENCE OF: 0

BY ROLL CALL VOTE: SEVEN AYES. TWO NAYS – LEGISLATORS ALBANO & SCUCCIMARRA. MOTION CARRIES.

Item #5e – Butterfield Senior Center Expenses.

Page 48 – Account #10199000 54987 - Subcontingency Butterfield Staffing - $72,867.

Page 178 – Account #10677400 54383 – Building Rental - $99,527.

Legislator LoBue stated that she was concerned about all of the other expenses that were not allocated in this budget for the Butterfield Senior Center for next year.

Chairwoman Nacerino deferred to Legislative Counsel Van Ross to provide clarity about the Capital Operating Budget for Butterfield and the monies incorporated into this budget.

Legislative Counsel Van Ross stated that this budget refers to the expenses that are speculative in 2017. He stated that whatever capital improvements will be made were bonded in 2016.

Legislator LoBue stated that there is a portion of the rent budget, however, there are other expenses that we would be required to pay next year once this facility is open. She stated that she is not clear on why allocations were not made to cover the expenses that are coming forward.

Legislator Albano stated that the place where we could have gotten answers to that was at the Committee meeting when Department Heads are available.

Legislator LoBue stated that she brought these questions up during Committee and they were not addressed.

Chairwoman Nacerino explained that these figures are based on estimates and the target startup date of the project could be June, July or August. She stated that the projected numbers may or may not be accurate at this time.

Legislator Wright questioned the departmental request of approximately $60,000 for building rental and the Administration's bump up to $99,527.

Commissioner of Finance Carlin believed that it would be easier to place all the Butterfield rent and CAMS payments in one (1) line: account #106677400 54898 Other Maintenance Service $29,720 was moved up and put in account #10677400 54383 Building Rental.

At 8:08 P.M., Chairwoman Nacerino made a motion to recess; seconded by Legislator Albano. All in favor.

At 8:12 P.M., Chairwoman Nacerino made a motion to reconvene; seconded by Legislator Albano. All in favor.

Item #6 – Offset Changes to Budget

Item #6 – Offset Changes to Budget was next. Chairwoman Nacerino made a motion to move the following; seconded by Legislator Gross.

Legislative Counsel Van Ross read the body of the resolution.

RESOLUTION #228

	FROM:	TO:
Sales and Use Tax Revenue		
10131000 411100	57,356,000	57,461,091

Or such adjusted amount as required to offset changes to the Tentative Budget by the County Legislature, including County Executive's Vetoes not overridden by the County Legislature and including final adjustment for Health Insurance rates, to comply with the Tax Cap requirements of the State of New York. It being the intent of the Legislature to comply with Real Property Tax Law and Levy of $41,435,402.00.

APPROXIMATE DIFFERENCE OF: ($105,091)

BY ROLL CALL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #7 – Approval Budget Adoption

Item #7a – Approval of the Budget Resolutions was next. Chairwoman Nacerino made a motion to move the following; seconded by Legislator Albano.

RESOLUTION #229

APPROVAL OF THE 2017 BUDGET RESOLUTIONS

RESOLVED, that the Putnam County Legislature hereby approves the 2017 budget resolutions as pre-filed by the Budget & Finance Committee and amended by the Legislature on October 27, 2016; and be it further

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

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Legislator Wright stated that he came here three (3) years ago hopeful of good progress. He stated that he has been unable to vote in favor of the past two (2) County budgets and found himself unable to vote in favor of this budget as well. He stated that per an email he sent to the Legislators he continued to have very serious reservations about spending overall; in particular debt spending. He stated that some will tell you that comparatively to other counties we are in better shape. He stated that in doing some work on his own through the Comptroller's figures, it struck him as inappropriate that a county such as Dutchess, from the few years of figures available through 2015, that Putnam County is on a debt per capita basis an average of 197% of Dutchess County. He stated that although there are other counties in the Mid-Hudson Valley that are in worse shape, he believed that we should not compare ourselves to the worst and feel good. He was truly concerned that we didn't have our eye on the long term wellbeing of, not only the elderly and the young who cannot afford to leave, but the ever-growing middle that appears to be moving away from Putnam County with our population shrinking and our budget rising. He believed that if Westchester County could manage a no tax increase budget year after year, he did not understand why Putnam County should have a debt per capita of 197% of our sister County to the North.

Legislator LoBue stated that she has voted against the last four (4) budgets for the same reasons as Legislator Wright. She stated that there is continual spending and a structural deficit exists when we take over $6 million from the general fund to make this budget whole. She believed that staying under the tax cap was not enough. She believed that there were questionable priorities and with the choices we are making in terms of spending and growing government, she stated that she could not vote in favor of this budget. She believed there was a disconnect between this County government and the people that it serves. She stated that there is a high rate of foreclosures.

Legislator Albano disagreed. He believed that it was a sound budget. He stated that these are very difficult times and we are paying attention to detail. He stated that foreclosures were actually down. He stated that we do use the general fund but then we add to the general; it was an accounting practice. He stated that we should always strive to do better; however, he believed this was a sound budget.

Legislator Wright stated that Dutchess County has three (3) times the size of Putnam County and we spend 197% of what they do per capita. He explained that he obtained his

figures today from the website of the Office of the State Comptroller which was compiled by the Empire Center for public policy.

Legislator Gross believed that Westchester County had a huge budget gap. He stated that one thing he has learned while working on this Legislature was the vast services the County is required to provide. He explained that there were many unfunded mandates and the County must make up the shortfall for these mandates. He stated that according to our accountants we are in good shape financially and with our bonding. He stated that there are some things in the budget that he is not happy about, however, he believed that compared to prior years this was the best budget. He stated that some compromises have been made tonight and he would support the budget. He explained that he was concerned about the Butterfield Senior Center that after the 15 year lease we would not have anything and he believed it would have a major impact on the County.

Chairwoman Nacerino stated that she would support the budget as well. She believed that for the most part it was a bare bones budget and is very conservative. She believed that the Legislature made the necessary adjustments. She explained that the County was in good fiscal shape. She stated that there is always room for improvement; however we are crippled by unfunded mandates which unfortunately take up a huge part of the budget.

Item #7b - Approval/Resolution Adopting the Budget for Fiscal Year 2017 Commencing January 1, 2017 Making Appropriations for the Operation of the County Government and Establishing Rates of Compensation for Officers and Employees for the Fiscal Year 2017 was next. Chairwoman Nacerino made a motion to move the following; seconded by Legislator Addonizio.

RESOLUTION #230

A RESOLUTION ADOPTING THE BUDGET FOR THE FISCAL YEAR 2017 COMMENCING JANUARY 1, 2017 MAKING APPROPRIATIONS FOR THE OPERATION OF THE COUNTY GOVERNMENT AND ESTABLISHING RATES OF COMPENSATION FOR OFFICERS AND EMPLOYEES FOR THE FISCAL YEAR 2017

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

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

RESOLVED, that the Putnam County Legislature hereby adopts the Tentative Budget, as amended by this Legislature which sets forth the appropriations for the objects and purposes as specified, and further establishes the rates of compensation to

be paid provided that said tentative budget as amended does not exceed the tax cap as provided for by state law; and be it further

RESOLVED, that this act takes effect on January 1, 2017.

BY ROLL CALL VOTE: SEVEN AYES. TWO NAYS – LEGISLATORS LOBUE & WRIGHT. MOTION CARRIES.

There being no further business; at 8:28 P.M., Chairwoman Nacerino made a motion to adjourn; seconded by Legislator Albano. All in favor.

Respectfully submitted by Diane Schonfeld, Clerk.

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

Ginny Nacerino *Chairwoman*
Joseph Castellano *Deputy Chairman*
Diane Schonfeld *Clerk*
Clement Van Ross *Counsel*

Barbara Scuccimarra	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Ginny Nacerino	Dist. 4
Carl L. Albano	Dist. 5
Roger S. Gross	Dist. 6
Joseph Castellano	Dist. 7
Dini LoBue	Dist. 8
Kevin Wright	Dist. 9

AGENDA
SPECIAL MEETING
OF THE
PUTNAM COUNTY LEGISLATURE
CALLED BY THE CLERK AT THE REQUEST OF THE CHAIRWOMAN
FOR THE ADOPTION OF THE 2017 BUDGET
TO BE HELD IN THE
HISTORIC COURTHOUSE
CARMEL, NEW YORK 10512

Thursday October 27, 2016 7:00 P.M.

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

BUDGET & FINANCE COMMITTEE
(All Members)

4a. Coroners – Postage

4b. Sheriff's Department – Reflect Current Allocation of Deputy Sheriff Positions

4c. Office for Senior Resources – Reflect Impending Retirement in December

4d. Legal Aid – County Contribution

4e. Cornell Cooperative Extension – County Contribution

4f. Dues - National Association of Counties (NACo) Membership

4g. Parks & Recreation – Maintenance & Repairs – Subcontingency

4h. Office for Senior Resources – Confidential Secretary - Salary Adjustment

4i. County Executive – Confidential Secretary – Salary Adjustment

4j. Highways & Facilities – Title Change – Maintenance Carpenter to Maintenance Plumber

4k. Legislature – Legislator's 2% Salary Adjustment

4L. Legislature – Administrative Assistant Positions – Salary Adjustment

5. Other Business

Legislator Comments

5a(1) Historian – Removal of Full Time proposal

5a. Budget Resolution Regarding Settlement of Union Contracts

5b. Consumer Affairs – Electrical Inspection Services Revenue

5c. Putnam Golf – Highway Parks & Recreation – Move Improvement line to Subcontingency

5d. Putnam Tourism Promotion Agency – Move $100,000 to Subcontingency

5e. Butterfield Senior Center Expenses

6. Offset Changes to Budget

7. Approval Budget Adoption
   a) Approval of the Budget Resolutions
   b) Resolution Adopting the Budget for the Fiscal Year 2017 Commencing January 1, 2017 making Appropriations for the Operation of the County Government and Establishing Rates of Compensation for Officers and Employees for the Fiscal Year 2017

6. Adjournment

#4 (3)

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

Tuesday November 1, 2016 7:00 P.M.

The meeting was called to order at 7:04 P.M. by Chairwoman Nacerino who requested that Legislator Gross lead in the Pledge of Allegiance and Legislator Scuccimarra lead in the Legislative Prayer. Upon roll call, Legislators Scuccimarra, Gouldman, Addonizio, Albano, Gross, Castellano, LoBue, Wright and Chairwoman Nacerino were present. Also present was Legislative Counsel Van Ross.

Item #4 – Approval of Minutes – Regular Meeting – October 4, 2016

The minutes were approved as submitted.

Item #5 – Correspondence

a) County Auditor was duly noted.

Item #6 – Pre-filed resolutions:

AUDIT & ADMINISTRATION COMMITTEE
(Chairman Castellano, Legislators Albano & Gouldman)

Item #6a – Approval/Budgetary Amendment (16A070)/Bureau of Emergency Services & Putnam County Sheriff's Department/ 2016 Homeland Security Grant was next. Chairwoman Nacerino recognized Legislator Castellano, Chairman of the Audit & Administration Committee. On behalf of the members of the Committee, Legislators Albano and Gouldman, Legislator Castellano moved the following:

Legislator Wright requested to note his recusal because his son is the Assistant Director of the grantor agency.

RESOLUTION #231

APPROVAL/BUDGETARY AMENDMENT /BUREAU OF EMERGENCY SERVICES & PUTNAM COUNTY SHERIFF'S DEPARTMENT/ 2016 HOMELAND SECURITY GRANT

WHEREAS, the Putnam County Bureau of Emergency Services has requested a budgetary amendment (16A070) for the 2016 Homeland Security Grant awarded in the amount of $275,000; and

WHEREAS, the contract period for this grant is from September 1, 2016 through August 31, 2019; and

WHEREAS, this grant was reviewed by the Protective Services Committee of the Putnam County Legislature at its March 14, 2016 meeting; and

WHEREAS, there are no matching County funds required and therefore no approval resolution was needed to apply for said grant; and

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

RESOLVED, that the following budgetary amendment be made:

EMERGENCY SERVICES

Increase Appropriations:

10398901 52140 10131	FY16 Homeland Security-Audio Visual Equip	7,000
10398901 52180 10131	FY16 Homeland Security-Other Equipment	34,296
10398901 52650 10131	FY16 Homeland Security-Motor Vehicles	90,704
10398901 54710 10131	FY16 Homeland Security-Maint. & Repairs	43,000
		175,000

SHERIFF'S DEPARTMENT

Increase Appropriations:

10364501 54646 10131	FY16 Homeland Security-Contracts	65,000
10364501 52180 10131	FY16 Homeland Security-Other Equip.	35,000
		100,000
		275,000

Increase Revenue:

10398901 440891 10131	FY16 Homeland Security	275,000

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

BY POLL VOTE: EIGHT AYES. ONE RECUSAL – LEGISLATOR WRIGHT. MOTION CARRIES.

Item #6b – Approval/Budgetary Amendment (16A071)/ Bureau of Emergency Services/ FY2015 Technical Rescue & Urban Search and Rescue (USAR) Targeted Grant Program was next. On behalf of the members of the Audit & Administration Committee, Legislators Albano and Gouldman, Legislator Castellano moved the following:

Legislator Wright requested to note his recusal because his son is the Assistant Director of the grantor agency.

RESOLUTION #232

APPROVAL/BUDGETARY AMENDMENT/ BUREAU OF EMERGENCY SERVICES/FY2015 TECHNICAL RESCUE & URBAN SEARCH AND RESCUE (USAR) TARGETED GRANT PROGRAM

WHEREAS, by Resolution #186 2015 the Putnam County Legislature approved and authorized the Bureau of Emergency Services to apply for a grant under the New York State Division of Homeland Security and Emergency Services "FY2015 Technical Rescue & Urban Search and Rescue (USAR) Targeted Grant Program;" and

WHEREAS, the Bureau of Emergency Services has requested a budgetary amendment (16A071) to account for this grant awarded in the amount of $150,000; and

WHEREAS, the performance period for this award is December 7, 2015 through August 31, 2018; and

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

RESOLVED, that the following budgetary amendment be made:

Increase Appropriations:

10398901 52195 10132	Tech Rescue Grant – Rescue Equip	53,500
10398901 52695 10132	Tech Rescue Grant – Rescue Equip	11,500
10398901 54410 10132	Tech Rescue Grant – Supplies/Mat.	15,000
10398901 54646 10132	Tech Rescue Grant – Contracts	70,000
		150,000

Increase Revenue:

10398901 440891 10132	Technical Rescue Grant	150,000

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

BY POLL VOTE: EIGHT AYES. ONE RECUSAL – LEGISLATOR WRIGHT. MOTION CARRIES.

Item #6c – Approval/Fund Transfer (16T280)/Bureau of Emergency Services/Purchase Motor Vehicle was next. On behalf of the members of the Audit & Administration Committee, Legislators Albano and Gouldman, Legislator Castellano moved the following:

Legislator Castellano explained that there was a need for an additional vehicle because of the extra person in the Department.

Legislator LoBue stated that she would not be supporting this request. She explained that when there was a change in the Department and the new Commissioner took office, the Legislature was told that everything would be moving forward in a fiscally conservative manner. She stated that recently we were asked to add a second Deputy to the Bureau of Emergency Services which has never existed in the history of the Department. She stated that now we are being asked to purchase an additional vehicle for the second Deputy. She stated that the funds are coming from a grant, however, we will still be responsible for the maintenance, gasoline, insurance, etc. She stated that Item #6a which just approved Homeland Security grant funding, there is $90,704 designated for Motor Vehicles. She stated that she had reservations about this request and believed it would be setting a terrible precedence moving forward. She stated that she has scrutinized the vehicle requests from the Sheriff's Department.

Legislator LoBue made a motion to table the request to the November Protective Services Committee; seconded by Legislator Wright.

Legislator Wright stated that he objected that this item did not go before the Protective Committee. He believed there was time before the end of the year if there was a need to encumber the funds. He explained that when vehicle requests come from any Department there seems to be an urgent need when vehicles are deemed unsafe. He stated that there is a black Crown Victory in the County parking lot which several years ago was explained by the District Attorney's office that the vehicle had to be taken out of

service and there was a need to buy a new four (4) wheel drive vehicle for that Department. He stated that the Crown Victory is still in the County parking lot being used every day. He stated that we are not even given the courtesy of vehicle document backup requests that we have repeatedly made. He believed that there should be a cumulative running departmental lists of vehicles which documents; when vehicle was received, age of vehicle, the need for the vehicle, amount of vehicle, grant funding, if transferred from or to another department, etc.

Legislator Gross believed that the Crown Victory belongs to the Fraternal Order of Police (FOP). He stated that the grant funds are coming from Indian Point. He stated that he was initially opposed to the request, however, after speaking with Commissioner of Emergency Services Sutton, the Deputy Commissioner will be coordinating all the Fire Departments across the County for all events, activities and emergency services progress. He stated that since there is a valid use for this vehicle and there will be Indian Point grant funds utilized to purchase the vehicle, he would support the request. He also explained the wear and tear on police vehicles.

Legislator Addonizio concurred with Legislator Gross. She stated that the funds are coming from Indian Point funds which we receive every year. She stated that it was her understanding that $3 million per year are allocated and split between seven (7) counties.

Legislator Wright clarified that he has not stated that he is against the vehicle purchase. He is against the way we have allowed vehicles to be purchased.

Legislator Scuccimarra stated that she would be voting in favor of this request. She stated that we need to remember the time that we live in now and there is always a threat of something happening across the County. She agreed with Legislator Wright that moving forward we should have more accountability, however, for right now the need for this vehicle has been explained.

Chairwoman Nacerino stated that she too would support this request. She believed that Commissioner Sutton made a compelling argument in Committee. She stated that during these perilous times we not only need to have the right personnel in place, we need to give them the ability to do their jobs effectively. She stated that she shares Legislator Wright's sentiments regarding vehicle control and inventory.

Chairwoman Nacerino called for a Roll Call on the motion to table.

Two Ayes – Legislators LoBue and Wright. Seven Nays – Legislators Addonizio, Albano, Castellano, Gouldman, Gross, Scuccimarra and Chairwoman Nacerino. Motion Failed.

Chairwoman Nacerino called for a Roll Call on the Resolution.

RESOLUTION #233

APPROVAL/FUND TRANSFER /BUREAU OF EMERGENCY SERVICES/ PURCHASE MOTOR VEHICLE

WHEREAS, the Commissioner of Emergency Services has requested a fund transfer (16T280) to purchase a 2016 Ford Explorer and installation of lights/siren and radios; and

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

RESOLVED, that the following fund transfer be made:

Decrease:		
10014000 52110	Furniture	5,000
10014000 52140	Audio Visual	3,500
10014000 52640	Audio Visual	5,000
10014000 54739	Training Supplies	1,500
10014000 54782	Software/Accessories	20,000
10014000 54989	Miscellaneous	5,000
		40,000
Increase:		
10014000 52650	Motor Vehicles	40,000

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

BY ROLL CALL VOTE: SEVEN AYES. ONE NAY – LEGISLATOR LOBUE. ONE ABSTENTION – LEGISLATOR WRIGHT. MOTION CARRIES.

Item #6d – Approval/Fund Transfer (16T291)/District Attorney/Transcription Fees for DiPippo Trial was next. On behalf of the members of the Audit & Administration Committee, Legislators Albano and Gouldman, Legislator Castellano moved the following:

RESOLUTION #234

APPROVAL/FUND TRANSFER /DISTRICT ATTORNEY/TRANSCRIPTION FEES FOR DIPIPPO TRIAL

WHEREAS, the District Attorney has requested a fund transfer (16T291) to cover Transcription Fees for DiPippo Trial; and

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

RESOLVED, that the following fund transfer be made:

Decrease:		
10116500 54612	Stenographic Services	12,000
Increase:		
10116500 54682	Special Services	12,000

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

Item #7 – Other Business

Legislator Wright stated that if he is appropriately corrected by Legislator Gross that the FOP is now driving the Crown Victoria, he failed to understand how the County could sell a vehicle to an esteemed law enforcement agency, for their presumably safe use, when it was unsafe for use by the County. He stated that it was represented to the Legislature that the vehicle was unsafe at the time we were called upon approximately two (2) years ago to replace it. He stated that either the County perpetrated a fraud on the FOP if they bought the vehicle, or if the County still has the vehicle in some venue of service, the fraud was perpetrated on the Legislature.

Item #8 – Recognition of Public
*Definition on Procedure for Public Comment.

Chairwoman Nacerino stated that it was important to provide clarity and therefore she read into the record the following memorandum from Legislative Counsel Van Ross:

In response to your memorandum dated October 6, 2016, back in 2001 the Chairman of the Legislature and the Deputy County Executive proposed that at Legislative Meetings under Recognition of the Public, only agenda items be discussed by the public. No amendment to the Legislative Manual was made. The suggested change was accepted by the Legislature without resolution and followed ever since.

Without any formal adoption there is no definition of "agenda items" to rely on. During the past 15 years only Pre-filed Resolutions were considered "agenda items" but periodically comment was allowed without objection for recipients of the various proclamations made during the meeting.

In my recollection, minutes have never been considered as an "agenda item," and there never was an attempt to discuss them under Recognition of the Public.

In my opinion minutes of prior meetings are not an "agenda item" under Recognition of the Public. Now that the question has arisen, it is in the best interest of the Legislature to determine whether it should be a formal rule, and if so, define "agenda items." If it is determined that this requirement is no longer needed then it should be deleted when requesting Recognition of the Public.

Lynne Eckardt, Town of Southeast Councilwoman stated that she was speaking as a private resident. Ms. Eckardt requested further clarification on the statement read.

Chairwoman Nacerino explained what had precipitated her request for an opinion from Legislative Counsel. She explained that during a prior Full Legislative meeting, we specifically spoke to our rules that only agenda items be addressed during recognition of the public. She explained that a member from the public then addressed an agenda item from the minutes of a prior meeting being approved on that night's agenda.

Lynne Eckardt questioned where she could find the policy of not allowing discussion of anything but agenda items.

Chairwoman Nacerino stated that it has been based on past practice.

Lynne Eckardt requested, as Legislator Wright has, as soon as possible that this Legislature consider allowing public comment at Full meetings.

Chairwoman Nacerino explained that the Legislature's process is different. She explained that both she and Legislator Gross previously sat on Town Boards and the Legislative Manual dictates different policies and procedures than that of Town Boards. She stated that the Legislature has seven Committee meetings where open and transparent dialogue takes place. She stated that the Full Legislative meeting is the cumulative effect of the outcome of those meetings. She stated that her request to discuss this matter is recognized and we would certainly move forward with that discussion in an upcoming Rules meeting.

Item #9 – Recognition of Legislators

Legislator Albano stated that all the information comes before the Legislature at the Committee meetings and he believed that was the best time for the public to speak because if questions come up we can get answers. He stated that we could also choose not to move an item to the Full meeting if the Committee feels there is not enough information available. He explained that during the Full meeting the appropriate Department Head may not be in attendance to address any concerns. He stated that the Full meeting is the time an item is going to be voted on, therefore, he believed that was not the appropriate time for further discussion when it has already been vetted in Committee.

Legislator Gross stated that transparency has popped up many times in the media. He stated that to suggest that transparency has been omitted is not accurate. He explained that there is a wide range of discussions at the Committee meetings; with some being quite heated at times. Legislator Gross ended his comments by wishing everyone a "Happy Thanksgiving."

Legislator LoBue stated that she has a different view of what is appropriate and what is not. She stated that things are discussed in Committee. However her recollection serving on this board for eight years is that when we come to the Full meetings, where they are being taped for open transparency, that we have discussions in public; not behind closed doors. She believed that she has noticed a stifling of this and that it is now stated that discussion should take place at the Committee level. She explained that in the past when important issues to the public generated a larger turnout of people, the Legislature always accommodated the public, from whom we serve, allowing them to comment before a vote is taken by the Legislature on that particular item. She believed that we needed to be more transparent and we need to be listening to the public. Legislator LoBue ended her comments by stating that it is bittersweet that two (2) of their colleagues, Legislators Gross and Wright, will no longer be on the Legislature next year. She wished everyone a "Happy Thanksgiving."

Legislator Castellano stated not to forget the Veterans on November 11th; Veteran's Day.

Chairwoman Nacerino stated that she disagreed with some of the comments made by Legislator LoBue; however, the dialogue would continue at the November Rules Committee meeting.

There being no further business; at 7:44 P.M., Chairwoman Nacerino closed the meeting in memory of Jill Pennelle, the daughter of Pete Pennelle, who is an employee of Putnam County. Jill lost her battle with cancer and our thoughts and prayers go out to Pete and Linda Pennelle and family; seconded by Legislator Castellano. All in favor.

Respectfully submitted by Diane Schonfeld, Clerk.

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

Ginny Nacerino *Chairwoman*
Joseph Castellano *Deputy Chairman*
Diane Schonfeld *Clerk*
Clement Van Ross *Counsel*

Barbara Scuccimarra	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Ginny Nacerino	Dist. 4
Carl L. Albano	Dist. 5
Roger S. Gross	Dist. 6
Joseph Castellano	Dist. 7
Dini LoBue	Dist. 8
Kevin Wright	Dist. 9

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

Tuesday November 1, 2016 7:00 P.M.

1. **Pledge of Allegiance**

2. **Legislative Prayer**

3. **Roll Call**

4. **Approval of Minutes – Regular Meeting – October 4, 2016**
   Public Hearing – October 6, 2016

5. **Correspondence**
   a) **County Auditor**

6. **Pre-filed resolutions:**

AUDIT & ADMINISTRATION COMMITTEE
(Chairman Castellano, Legislators Albano & Gouldman)

6a. Approval/Budgetary Amendment (16A070)/Bureau of Emergency Services & Putnam County Sheriff's Department/ 2016 Homeland Security Grant

6b. Approval/Budgetary Amendment (16A071)/ Bureau of Emergency Services/ FY2015 Technical Rescue & Urban Search and Rescue (USAR) Targeted Grant Program

6c. Approval/Fund Transfer (16T280)/Bureau of Emergency Services/Purchase Motor Vehicle

6d. **Approval/Fund Transfer (16T291)/District Attorney/Transcription Fees for DiPippo Trial**

7. **Other Business**

8. **Recognition of Public**
   ***Definition on Procedure for Public Comment**

9. **Recognition of Legislators**

10. **Adjournment**

#5a

Michele Alfano- Sharkey
County Auditor

Francine Romeo
Deputy County Auditor

COUNTY AUDITOR

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

TO: Putnam County Legislature

FROM: Michele Alfano-Sharkey
County Auditor MAS

DATE: November 28, 2016

RE: Erroneous Taxes

This is the report for November 28, 2016 as provided by Real Property Tax Law – Section 556, Paragraph (b).

I have approved the following erroneous tax application as per the attached report.

REFUND OF TAXES REPORT
REQUIRED BY
REAL PROPERTY TAX LAW -
SECTION 550, PARAGRAPH (2)b

APPROVED	REFUND AMOUNT	SCHOOL DISTRICT	FISCAL IMPACT	LOCATION
Carmel Dillion	$698.11	Carmel	$0.00	Carmel TM#22.18-1-26

#5b

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

Ginny Nacerino *Chairwoman*
Joseph Castellano *Deputy Chairman*
Diane Schonfeld *Clerk*
Clement Van Ross *Counsel*

Barbara Scuccimarra	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Ginny Nacerino	Dist. 4
Carl L. Albano	Dist. 5
Roger S. Gross	Dist. 6
Joseph Castellano	Dist. 7
Dini LoBue	Dist. 8
Kevin Wright	Dist. 9

MEMORANDUM

TO: Diane Schonfeld
Clerk

FROM: Ginny Nacerino
Chairwoman

DATE: November 15, 2016

RE: Veto Resolution #224 of 2016 – Historian's Salary

In response to your memorandum dated, November 14, 2016, based on the number of Legislators that have indicated to me that they are in favor of having a Full-Time Historian's position, it appears that there are not enough votes to override the County Executive's Veto of Resolution #224; therefore a Special meeting will not be scheduled to consider an override of said veto.

PUTNAM COUNTY EXECUTIVE

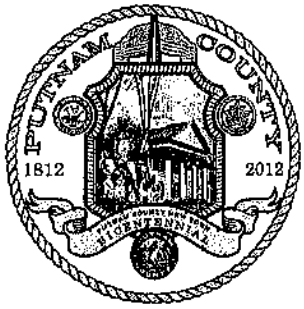
40 Gleneida Avenue
Carmel, New York 10512
(845) 808-1001 Fax (845) 808-1901
www.putnamcountyny.gov

MaryEllen Odell
County Executive

Bruce J. Walker
Deputy County Executive

Patricia Simone
Chief of Staff

Nicholas DePerno Jr.
Director of Constituent Services



2016 NOV -8 PM 4:49
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

November 8, 2016

Diane Schonfeld, Clerk
Putnam County Legislature
40 Gleneida Avenue
Carmel, New York 10512

Re: Veto of Resolution #224 of 2016

Dear Ms. Schonfeld:

Please be advised that I am vetoing Resolution #224 of 2016, the Putnam County Historian's position request to have full-time status.

Over my last 10 years as a member of county government, I have had the privilege of serving with many wonderful, talented and committed Putnam County historians. Each of these individuals have brought to the people of Putnam County our rich heritage in agriculture, architecture, patriotism, commerce and government leadership in so many terrific ways.

For an example, most if not all of the artwork at Putnam County Golf Course was in fact done by our then historian, Denis Castelli. Our current Director of Veterans Services, Karl Rohde has served as our historian and brought many of our own veteran's history to light by way of our Putnam County Veterans Museum. Alan Warneke, focused on the preservation of our historic cemeteries and agricultural heritage.

As you all know, one of our greatest sources of pride in being a Putnam County resident comes from our rich history over the last 204 years. If you ask your local historians, authors, libraries and chambers of commerce whether making the commitment to preserving and enhancing our profile is important I know you will receive a very positive response.

As government leaders, both branches of government know all too well the struggles we face with the tax cap, unfunded mandates and how to continue to deliver the "Quality of Life"

services that we are responsible for. In the ever- changing world of today, it is very important that we embrace our history, make sure that our towns, villages, schools and business community know that the Putnam County Historians office is available for all events, displays, assistance, and continues to be a resource for our veterans, seniors and our youth in every way we can.

Sarah Johnson has proven to myself and those who have worked with her that she is an extremely diligent individual who represented Putnam County's history at numerous events and has been a source of information for local grant writing opportunities.

I urge you to visit the Historians office if you have not as a legislature and see what treasures we cherish and how important this department's leadership is.

Respectfully

MaryEllen Odell
Putnam County Executive

PUTNAM COUNTY LEGISLATURE

Resolution #224
Introduced by Legislator: Roger Gross at a Special Meeting held on October 27, 2016.
Seconded by Legislator: Kevin Wright.

Historian's Office

	FROM:	TO:
County Historian Removal of Full Time Proposal 10751000 51000 (751110901)	**25,529**	**0**

A DIFFERENCE OF: (25,529)

Adjust Fringes & Revenue Accordingly.

BY ROLL CALL VOTE: SIX AYES. THREE NAYS – LEGISLATORS ALBANO, CASTELLANO & SCUCCIMARRA. MOTION CARRIES.

VETOED
Mary Ellen Odell
COUNTY EXECUTIVE
11.8.16

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 October 27, 2016.

Dated: October 31, 2016

Signed: Diane Schonfeld

Diane Schonfeld
Clerk Of The Legislature Of Putnam County

#6a

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

APPROVAL/BUDGETARY AMENDMENT /DEPARTMENT OF SOCIAL SERVICES/CHILD ADVOCACY CENTER (CAC)

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (16A074) to amend the 2016 Budget to adjust for grant funds in accordance with the Child and Family Safety (Tier 1) grant C-026593 awarded by the NYS Office of Children & Family Services to the Child Advocacy Center for the period 10/01/16 – 9/30/17; and

WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approve said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

Increase Appropriations:

22070000		**OEOP Child Advocacy Center**	
	52140	**AV Equipment**	**6,450**
	54640	**Education & Training**	**19,121**
	54646	**Contracts**	**4,500**
			30,071

Increase Estimated Revenues:

22070000		**OEOP Child Advocacy Center**	
	436233	**Child Advocacy Center**	**30,071**

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

WILLIAM J. CARLIN, Jr. CPA
Commissioner Of Finance

cc: all Health AHA

Reso

ANITA Z. GILBERT
Chief Deputy Commissioner Of Finance

SHEILA BARRETT
Deputy Commissioner Of Finance

DEPARTMENT OF FINANCE

2016 OCT 31 PM 12: 56
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

October 25, 2016

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

Dear Ms. Schonfeld,

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

Increase Appropriation:

22070000		OEOP Child Advocacy Center	
	52140	AV Equipment	$ 6,450
	54640	Education & Training	19,121
	54646	Contracts	4,500
			$30,071

Increase Estimated Revenues:

22070000		OEOP Child Advocacy Center	
	436233	Child Advocacy Center	$30,071

2016 Fiscal Impact -0-
2017 Fiscal Impact -0-

This amendment to the 2016 Department of Social Services Budget will adjust for grant funds in accordance with the Child and Family Safety (Tier 1) grant C-026593 awarded by the NYS Office of Children & Family Services to the Child Advocacy Center for the period 10/1/16 – 9/30/17.

renewal

AUTHORIZATION:

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

16A074

MARYELLEN ODELL
County Executive

MICHAEL J. PIAZZA, Jr.
Commissioner
37A298@dfa.state.ny.us

JOSEPH A. DeMARZO
Deputy Commissioner
Joseph.Demarzo@putnamcountyny.gov

GRACE M. BALCER
Fiscal Manager
37A279@dfa.state.ny.us

DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

JOANNA GRAINGER
Director of Eligibility
37A252@dfa.state.NY.US

FRANK MAROCCO, ESQ.
Director of Children and Family Services
Frank.Marocco@dfa.state.ny.us

FAYE THORPE, ESQ.
Counsel for DSS
Faye.Thorpe@dfa.state.ny.us

Corrected

MEMORANDUM

TO: William Carlin
Commissioner of Finance

FROM: Grace Balcer
Fiscal Manager

DATE: 10/20/16

RE: 2016 DSS Budgetary Amendment

Your approval is requested to amend the DSS budget to adjust for grant funds in accordance with the Child and Family Safety (Tier 1) grant C-026593 awarded by NYS Office of Children and Family Services (OCFS) to the Child Advocacy Center for the period 10/1/16 – 9/30/17 as follows:

- DVR including installation costs to upgrade the current system used for recording forensic interviews. The budgeted amount is estimated based on a quote provided by the Putnam County IT Department.
- Training funds to send Multi-Disciplinary Team (MDT) members to various trainings throughout the grant year - includes lodging, meals, transportation, parking/tolls, and conference registration fees.
- Contractual agreement with a consultant for the development, planning and facilitation of two multidisciplinary team development and strategic planning sessions.

Increase Appropriations:

OEOP Child Advocacy Center

22070000	52140	Av Equipment	$ 6,450
	54640	Ed/Training	19,121
	54646	Contracts	4,500
		Total Increased Appropriations	$30,071

Increase Estimated Revenues:

22070000	436233	Child Advocacy Center	$30,071
		Fiscal Impact (16)	-0-
		Fiscal Impact (17)	-0-

Should you have any questions or require additional information, please contact me.

GB/bl

TIER 1 CY 2016

ACCT.		ADOPTED BUDGET	REVISED BUDGET	EXPENSES: 1/1-3/31	4/1-6/30	7/1-9/30	10/1-12/31	BALANCE	2016 BUDGET AMEND		GRANT BUDGET 10/16-9/17	TENTATIVE CY 2017
52110	Furniture	0	4180	0.00	0.00	4108.99	0.00	71.01				
52130	Computer Equip	0	760	0.00	0.00	23.50	0.00	736.50				
52140	AV Equip	0	0	0.00	0.00	0.00	0.00	0.00	**6450**		6450	
	Total Equip	0	4940	0	0	4132.49	0	807.51	**6450**		6450	
54310	Office Supplies	1600	1250	0.00	0.00	142.91	0.00	1107.09			1300	1300
54311	Printing/Forms	420	420	0.00	9.80	108.00	0.00	302.20			550	520
54313	Books, Supp,Dues	750	750	750.00	0.00	0.00	0.00	0.00			750	750
54314	Postage	40	40	0.00	0.00	5.60	0.00	34.40			16	15
54410	Supplies	1200	739	0.00	0.00	642.87	0.00	96.13			1200	1200
54510	Mach Maint	0	0	0.00	0.00	0.00	0.00	0.00			0	
54560	Equip Rental	2712	2712	249.75	249.75	249.75	0.00	1962.75			2712	1000
54634	Telephone	6000	6000	1157.38	954.34	422.68	0.00	3465.60			4500	3629
54635	Cell Phone	0	0	0.00	0.00	0.00	0.00	0.00			0	871
54636	Internet	253	253	53.10	106.20	79.65	0.00	14.05			252	253
54640	Educ/Training	0	19467	345.62	8133.60	9260.47	0.00	1727.31	**19121**		19121	0
54646	Contracts	0	0	0.00	0.00	0.00	0.00	0.00	**4500**		4500	0
54675	Travel	800	1500	0.00	49.68	50.76	0.00	1399.56			1600	800
54782	Software	0	875	0.00	0.00	857.91	0.00	17.09			0	0
54800	Insurance	0	800	0.00	0.00	740.00	0.00	60.00			800	800
	Total Contractual	13775	34806	2555.85	9503.37	12560.60	0.00	10186.18	**23621.00**	**0.00**	37301.00	11138.00
									30071.00			

Contractor Name:	Putnam County Department of Social Services
Period of Budget:	10/01/16-9/30/17
Contract Number:	C026593

ATTACHMENT B
BUDGET SUMMARY

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category	Local Share/ Local Match (if applicable)	OCFS Funds	Total Project Cost
1	2	3	4
A. Personal Services			
1. Project Staff Salaries	$0	$76,377	$76,377
2. Fringe Benefits		$34,370	$34,370
3. Total (Lines 1 + 2)	$0	$110,747	$110,747
B. Non-Personal Services			
4. Contractual/Consultant	$0	$24,251	$24,251
5. Travel/Per Diem	$0	$14,251	$14,251
6. Equipment	$0	$6,450	$6,450
7. Supplies	$0	$2,500	$2,500
8. Other Expenses	$0	$13,498	$13,498
9. Total (Total Lines 4 to 8)	$0	$60,950	$60,950
C. Project Total (Lines 3 + 9)	$0	$171,697	$171,697

	Local Match (if required) Use *calculation below

***Local Match Calculation** = % of matching funds (if required in the RFP or contract agreement) X OCFS grant award.

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

Attachment B Budget

A-1 Summary of Personnel Costs

Position/Title	Annual Salary	% of Time	Salary times % of Time**	Local Share	OCFS Grant Funds	Total Cost
CAC Program Coordinator - P	$75,630	50.25	$38,004		$38,000	$38,000
CAC Office Manager (Senior Clerk) - P	$38,377	100.00	$38,377		$38,377	$38,377
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
1. Personnel Total				$0	$76,377	$76,377
2. Fringe Benefits Total	***Enter Rate:***	45.00			$34,370	$34,370
3. Total Personal Services Costs			76,381	$0	$110,747	$110,747

** The figures in the column are for comparison purposes only. It may not exactly equal the Total Cost figure.

A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above. Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title: CAC Program Coordinator - P

Enter Role/Responsibility Below

CAC Program Coordinator is full time position responsible for overseeing the day to day operation of the program and staff supervison.50% of time is charged to this grant. Balance of time is covered by alternate funding sources. County fringe benefit rate for Program Coordinator is 67%. 45% will be charged to this contract.

2. Title: CAC Office Manager (Senior Clerk) - P

Enter Role/Responsibility Below

Office Manager position is funded for 28 hours per week at Grade 8, Step 4. 100% of time is charged to this contract. Position is responsible for managing the CAC data base,tracking cases and providing administrative support to all CAC staff and MDT members. Additional responsibilities include: greeting families, supervising families in the waiting area, surveying clients, generating statistical reports,coordinating meeting schedules. County fringe benefit rate is 52%. 45% will be charged to this contract.

3. Title:

Enter Role/Responsibility Below

4. Title:

Enter Role/Responsibility Below

5. Title:

Enter Role/Responsibility Below

6. Title:
Enter Role/Responsibility Below

7. Title:
Enter Role/Responsibility Below

8. Title:
Enter Role/Responsibility Below

9. Title:
Enter Role/Responsibility Below

10. Title:
Enter Role/Responsibility Below

11. Title:
Enter Role/Responsibility Below

12. Title:
Enter Role/Responsibility Below

13. Title:
Enter Role/Responsibility Below

14. Title:
Enter Role/Responsibility Below

15. Title:
Enter Role/Responsibility Below

16. Title:
Enter Role/Responsibility Below

17. Title:
Enter Role/Responsibility Below

18. Title:
Enter Role/Responsibility Below

19. Title:
Enter Role/Responsibility Below

20. Title:
Enter Role/Responsibility Below

B4. Contractual/Consultant

Item	Local Share	OCFS Funds	Total Costs	
District Attorney's Office - P		$17,039	$17,039	55440
Copier - P		$2,712	$2,712	64560
Resource for Change - P		$4,500	$4,500	54040
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
Total Contractual/Consultant Costs	$0	$24,251	$24,251	

Enter Budget Narrative Below:

Putnam County District Attorney's Office (program expense): An ADA from the DA's Office will be co-located at the CAC. Position is responsible for all CAC cases being prosecuted in criminal court and coordinating with DSS Counsel on Family Court matters. ADA will attend and participate in all joint forensic interviews, monthly case review meetings and provide case dispositions for case tracking. This integrated approach will allow for better collaboration and stronger prosecution, while
providing a multi-disciplinary problem solving method to address the underlying issues of the families served at the CAC. Position will also be responsible for providing professional and public training. Total contract amount is $25,247. $17,039 will be charged to this grant and alternate funding sources will be used to cover the difference.

Copier Services (program expense): Cost for county lease is budgeted at $226 per month x 12 months.

Resource for Change (program expense): CAC will contract with consultant, John Alderson in partnership with the Northeast Regional Children's Advocacy Center, for the development, planning and facilitation of two multidisciplinary team development and strategic planning sessions. Each session will consist of two days to be held during this contract period. Amount is based on OCFS previous approved amount at $2,250.00 per each two- day session. This will cover all consultants time spent in developing, planning and facilitating the sessions and time debriefing sessions with interested parties. Travel expenses for consultant will be provided by Northeast Regional Children's Advocacy Center

**Contractual/consultant agreements will be uploaded to CMS prior to claiming. All subcontractors or consultant arrangements, including vendor, consultant and purchase of service agreements to provide any services outlined in or associated with the project, must be by written agreement. All proposed agreements must be submitted to the OCFS Program Manager and have written approval by OCFS and, Signed agreements equaling $50,000 or 50% or more of the contract value, or as otherwise requested by OCFS must be uploaded in CMS as a "contract-related document" prior to requesting reimbursement or receiving payment of related expenses. Signed agreements equaling $50,000 or 50% or more of the contract value, or as otherwise requested by OCFS must be uploaded in CMS as a "contract-related document" prior to payments being released.

B5. Travel

Reimbursement for travel, lodging, and mileage costs must not exceed the State rates in effect at the time the person traveled.

Item	Local Share	OCFS Funds	Total Costs	
Staff Travel - P		$1,600	$1,600	54675
Training - P		$12,651	$12,651	54640
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
Total Travel Costs	$0	$14,251	$14,251	

Enter Budget Narrative Below:

Staff Travel (program expense): Funds will cover the cost for MDT staff members travel expenses as they relate to carrying out the responsibilities of the overall project. The current county mileage reimbursement rate is .54per mile. Based on the last two years, the CAC Program Coordinator, Office Manager and two CAC Victim Advocates average between 700 - 750 miles each quarter. Budgeted amount of $1,600 is budgeted to cover these costs.

Training: Funds (program expense) will be used to send MDT members to various trainings throughout the year and will cover the cost of lodging, meals, transportation, parking/tolls and other miscellaneous expenses. Trainings may include:

NCA Leadership Conference in Washington DC: Lodging - $258.00 x 3 nights = $774, Meals - $ 38.00 x 3 days = $114, airfare estimate =$295.00, long-term airport parking at approximately $28.00 per day x 3 days = $84, and mileage to and from the airport (.56 x 61 miles) = $34. estimated grand total price = $1301.00

Bivona Summit on Child Abuse in Rochester, NY : Lodging = $105.00 per night x 2 = $210, Meals- $38.00 x 2 = $76, Parking- $32.80, Mileage- 654 x .56 = $366.24 = grand total of $2,740 for 4 team members

Crimes Against Children's Conference in Dallas, Texas: Lodging - $139.00 x 4 = $556, Meals- $38.00 x 4 = $152, Airfare- $480.00, airport transportation- 109 miles x .56 = $61.04, long-term parking - $20.00 x 5 = $100, and miscellaneous expenses unknown at this time estimated at $51 (transportation from Dallas airport to hotel) = grand total of $1,400 for one team member.

NYSCA Annual Meeting in Saratoga, NY: lodging- $116.00 x 2 = $232, Meals $38.00 x 2 = $76, Mileage- 282 x .56 = $157.92 = grand total of $932 for two team members

National Children's Advocacy Center's 33rd International Symposium on Child Abuse, Huntsville, Alabama : Lodging- 98.00 x 4 =392, Airfare- $760.00, Mileage: 106 x .56 = 60.00, Meals- 38.00 x 4= 152, Parking= $30 x 4 = 120.00 = grand total of $1,484.00

This totals to $7,658. The balance of travel and training will be used to send team members to other OCFS approved conferences that come up throughout the year. The amount is based on previous years expenses and may include the APSAC conference, training through the National Children's Advocacy Center, the Gunderson Child Protection Center and other statewide conferences. All trainings will have prior approval by OCFS contract manager.

**All travel reimbursements will not exceed NYS travel rates in effect. Out of state travel must be pre-approved by your NYS OCFS Program Manager prior to reservations/arrangements are made. Reimbursement for travel, lodging and mileage costs will not exceed the State rates then in effect. The OCFS bases travel reimbursements on the latest approved policies and rates set forth by the NYS Office of the State Comptroller (OSC). Travel, mileage and per diem rates must use the NYS rates in effect and apply based on where the destination is located not the location of the program/agency.

B6. Equipment

Item	Local Share	OCFS Funds	Total Costs
DVR - P		$6,450	$6,450 52140
			$0
			$0
			$0
			$0
			$0
			$0
			$0
			$0
			$0
			$0
			$0
			$0
			$0
			$0
			$0
			$0
			$0
Total Equipment Costs	$0	$6,450	$6,450

Enter Budget Narrative Below:

Funds will be used to upgrade current system for recording forensic interviews. The budgeted amount is estimate based on quote provided by Putnam County IT Department. This will include new equipment and installation costs. While we are still researching various options, amount budgeted is based on mid-range quote provided and includes the following equipment:

Tri-Brid DVR's. XVI HD Video over UTP/Coax + IP + Analog; 2.1 MP Compatible - 2TB HDD. Works with XVI, IP and Analog Cameras; 1.5U Cases
DVD WRITER, BLACK, SATA SONY (Must Use DVD-RW Not included)
1/2.8¿ 2MP SONY Exmor CMOS ,1080P 2.8-12mm Motorized lens, 3pcs IR Array with WDR(100DB), with WatchNET logo and Color Box, 40cm Cable Length
BadgePass 1 Zone Audio Monitoring Kit
BadgePass Audio Monitoring Base Station Power Supply
Push Button [DP] Alternate
8 Output CCTV Power Supply - 12VDC or 24VDC @ 4 amp, fused outputs, encl. 15.5"H x 12"W x 4.5"D, 115VAC input.

Total Equipment: $ 2895.13
Implementation Materials: $ 625.75
Professional Implementation Services: $ 2,929.12
TOTAL SYSTEM INVESTMENT: $ 6,450

**Contractor must maintain adequate records on all equipment purchases; this includes equipment purchased by subcontractors. Additionally, OCFS may request periodic update of equipment inventory and will require corresponding model and serial numbers for all electronic/computer equipment/software purchases be provided with voucher for purchase.

Bids will be obtained prior to purchase and will be shared with OCFS. The computer and network install are for staff associated with this contract only.

B7. Supply Costs

Item	Local Share	OCFS Funds	Total Costs	
Office Supplies - P		$1,300	$1,300	54310
Program Supplies - P		$1,200	$1,200	54410
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
Total Supply Costs	$0	$2,500	$2,500	

Enter Budget Narrative Below:

Office Supplies (program expense) : Support program needs and include items such as paper, pens, printing cartridges and other miscellaneous items. Budget amount is projected based on previous year expenses:
2 printing cartridges at $184.61 per box = $369.22
copy paper at $35.00 per box x 15 = $525
file folders at $7.30 per box x 8 = $58.40
pocket folders at 15.00 per box x 10 = $150
mailing labels at $15.00 per box x 3 = $45
Balance of $152.38 will be used towards pens, highlighters, tape, binders, scissors, paper clips, hanging folders, envelopes, post-its, steno pads and other miscellaneous office supplies.

Program Supplies (program expense): Include items for children such as toys, games, educational materials, medical supplies and snacks. Budgeted amount is projected based on previous years expenses:
Kitchen supplies and snacks for clients at $25/month x 12 months = $300.00
DVD's for recording interviews at $50.00 per 100x 3 + $45.00 x 3 for DVD envelopes = $285.00
Video games for reception area ($60.00 per game x 3 games) = $180.00
flash drives:$130.00
DVD movies for reception area ($15.00 per movie x 5) = $75
Balance of $230.00 will be used for pamphlets purchased through Channing Bete website at estimated cost of $1.50 per piece.

B8. Other Expenses

Item	Local Share	OCFS Funds	Total Costs	
2017 NCA Dues - P		$500	$500	54313
2017 NYSCA Dues - P		$250	$250	
Telephone - P		$4,500	$4,500	54636 / 55314
Postage - P		$176	$176	54314
Printing - P		$550	$550	54311
Cable - P		$252	$252	54636
Conference Registration - P		$6,470	$6,470	54640
Professional Liability for Friends of Putnam CAC, Inc. - A		$800	$800	54800
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
			$0	
Total Other Expenses	$0	$13,498	$13,498	

Enter Budget Narrative Below:

NCA Dues (program expense): Annual dues of $500 are required by NCA to be maintain status as an NCA Accredited member.

NYSCA Dues (program expense): Annual dues required to be a member of the New York State Children's Alliance, Inc., State chapter of NCA.

Telephone (program expense): The CAC maintains a total of 12 phones. Based on last year's expenditure, our average monthly bill is $500.00. $500/month x 12 months = $6,000. Only 75% will be charged to this grant for a total of $4,500. The balance will be covered by other funding sources.

Postage (program expense): Budgeted amount is based on expenditures for the last 12 month period. Our quarterly charge-back from the county post office averages approximately $44 which covers all CAC related correspondence.

Printing (program expense)- expenses estimated for the contract year for outreach materials and mailings. Budgeted amount is based on projected costs for the following:
Program Brochures (Spanish): 170.00
Protecting our Children Brochures: $175.00
Friends of Putnam CAC, Inc. Brochures: $175.00

Cable (program expense): Current cable bill is $21.00 per month x 12 months = $252.00.

Conference Registration (program expense)
Cellubrite - on-line training for law enforcement for evidence collection from mobile phones and portable GPS devices, data analysis, searching, and reporting. Tuition is quoted at $2,290
NCA Leadership: $550.00
Bivona Summit on Child Abuse: $150 x 4 = $600.00
Crimes Against Children's Conference: $500.00 x 1 = $500.00
NYSCA Annual Meeting: $65.00 x 2 = $130.00
International Symposium on Child Abuse $490.00

This totals to $4,560. The balance will be used to cover cost of miscellaneous conferences throughout the year. This is based on previous years expenses and average registration cost of 450.00 per registrant. Such conferences may include may include the APSAC conference, training through the National Children's Advocacy Center, the Gunderson Child Protection Center and other statewide conferences. All trainings will have prior approval by OCFS contract manager.

Professional Liability- funds will be used to purchase professional liability for Directors and Officers of the "Friends of Board" for $800. The "Friends of Board" are a necessary component that assist in outreach and networking for the CAC.

#6b

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

APPROVAL/BUDGETARY AMENDMENT / HEALTH DEPARTMENT /EARLY INTERVENTION AND PRE-K MANDATED COSTS

WHEREAS, the Acting Commissioner of Health has requested a budgetary amendment (16A078) to account for increased Early Intervention and Pre-K mandated costs; and

WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have reviewed and approve said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

Increase Estimated Appropriations:

10405900 54414	Care at Private Institution	25,000
10405900 54441	Itinerant Services	75,000
10405900 54678	Leased Transportation	14,000
10296000 54414	Care at Private Institution	105,000
10296000 54441	Itinerant Services	125,000
10296000 54678	Leased Transportation	165,000
		509,000

Decrease Estimated Appropriations:

10296000 54417	Evaluations	30,000
10199000 54980	Contingency	200,590
		230,590

Increase Estimated Revenues:

10405900 434491	State Aid – EI	55,860
10296000 432773	State Aid – Pre-K	172,550
10296000 444516	State Aid – Pre-K Medicaid	50,000
		278,410

2016 Fiscal Impact - $200,590
2017 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

Cc: all Health A+A

RCSC

WILLIAM J. CARLIN, Jr. CPA
Commissioner Of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

2016 NOV -2 AM 10:44

LEGISLATURE PUTNAM COUNTY CARMEL, NY

To: Diane Schonfeld, Legislative Clerk

From: William J. Carlin, Jr., Commissioner of Finance WJC

Re: Budgetary Amendment - **16A078**

Date: November 1, 2016

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

Increase estimated appropriations:

10405900	54414	Care at Private Institution	25,000
10405900	54441	Itinerant Services	75,000
10405900	54678	Leased Transportation	14,000
10296000	54414	Care at Private Institution	105,000
10296000	54441	Itinerant Services	125,000
10296000	54678	Leased Transportation	165,000
			509,000

Decrease estimated appropriations:

10296000	54417	Evaluations	30,000
10199000	54980	Contingency	200,590
			230,590

Increase estimated revenues:

10405900	434491	State Aid - EI	55,860
10296000	432773	State Aid - PRE K	172,550
10296000	444516	State Aid - PRE K - Medicaid	50,000
			278,410

Fiscal Impact - 2016 - $ 200,590
Fiscal Impact - 2017 - 0

This Resolution is necessary to account for increased Early Intervention and Pre - k mandated costs as per the attached correspondence.

Please forward to the appropriate committee.

40 GLENEIDA AVENUE CARMEL, NEW YORK 10512 ~ *Tel.* (845) 808 - 1075 ~ *Fax* (845) 808 - 1910

MICHAEL NESHEIWAT, M.D
Interim Commissioner of Health

ROBERT MORRIS, P.E., MPH
Director of Environmental Health

MARYELLEN ODELL
County Executive

DEPARTMENT OF HEALTH
1 Geneva Road, Brewster, New York 10509
Phone # (845) 808-1390 Fax # (845) 278-7921

MEMO

To: William J. Carlin, Jr.

CC: Anita Gilbert

From: William A. Orr, Jr., Fiscal Manager WAO

Date: November 1, 2016

Re: **BUDGETARY AMENDMENT - Early Intervention**

Please process a Budgetary Amendment for the following Health Department accounts:

Increase Revenue 10405900-434491 Early Intervention Education and Transportion	$	55,860.00
Total Revenue	**$**	**55,860.00**
Increase Expenses 10405900-54414 Early Intervention Care at Private Institution	$	25,000.00
Increase Expenses 10405900-54441 Early Intervention Itinerant Services	$	75,000.00
Increase Expenses 10405900-46788 Early Intervention Leased Transportation	$	14,000.00
Total Expense	**$**	**114,000.00**
Fiscal Impact	$	58,140.00
Request for Contingency	**$**	**58,140.00**

WAO:kv

EXPLANATION OF COST EARLY INTERVENTION

Care at Private Institution – thirteen (13) kids currently attending Center-based programs which is an increase of two (2) kids over 2015.

Itinerant Services – 149 are currently receiving services in 2016, compared to 128 in 2015. (Increase of 21 kids receiving services. There has been an increase in the amount of kids who have multiple and significant handicap conditions than in previous years. Services being authorized have, also, increased.)

Leased Transportation – Currently five more kids are on the bus than was in 2015. Based on current mileage driven and monthly invoice from bus company, leased transportation costs need to increase to $144,000.

MICHAEL NESHEIWAT, M.D
Interim Commissioner of Health

ROBERT MORRIS, P.E., MPH
Director of Environmental Health

MARYELLEN ODELL
County Executive

RCSO

DEPARTMENT OF HEALTH
1 Geneva Road, Brewster, New York 10509
Phone # (845) 808-1390 Fax # (845) 278-7921

MEMO

To: William J. Carlin, Jr.

CC: Anita Gilbert

From: William A. Orr, Jr., Fiscal Manager WAO

Date: November 1, 2016

Re: **BUDGETARY AMENDMENT - Pre K**

Please process a Budgetary Amendment for the following Health Department accounts:

Increase Revenue 10296000-432773 Education and Transportation	$	172,550.00
Increase Revenue 10296000-444516 Medicaid 3-5	$	50,000.00
Total Revenue	**$**	**222,550.00**
Increase Expenses 10296000-54414 Care @ Private Institutions	$	105,000.00
Decrease Expenses 10296000-54417 Evaluations	$	(30,000.00)
Increase Expenses 10296000-54441 Itinerant Services	$	125,000.00
Increase Expenses 10296000-54628 Leased Transportation	$	165,000.00
Total Expenses	**$**	**365,000.00**
Fiscal Impact	$	142,450.00
Request for Contingency	**$**	**142,450.00**

WAO:kv

16A078

EXPLANATION OF COST PRESCHOOL

Care at Private Institution – There were 78 kids attending Center-based programs in the 2015/2016 school year, an increase of 5 kids over 2014/2015 school year. Tuition rates are often evaluated by State and are revised. Revisions can increase or decrease the overall costs. Within the current year, rate changes have increased (PARC rates increase by $5,000 per kid. We currently have 20 kids enrolled in PARC. This was a $100,000 increase in expenses.

Itinerant Services – There has been an increase in the amount of children who have multiple and significant handicapping conditions in 2016 compared to 2015. When a child is severely handicapped they require more intensive services, thereby, increasing the costs.

Leased Transportation – Based on current mileage driven and monthly invoices from bus company, leased transportation costs need to increase.

#6c

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

APPROVAL/ AUTHORIZING THE FILING OF AN APPLICATION FOR A STATE ASSISTANCE FROM THE HOUSEHOLD HAZARDOUS WASTE (HHW) STATE ASSISTANCE PROGRAM AND SIGNING OF THE ASSOCIATED STATE MASTER GRANT CONTRACT, UNDER THE APPROPRIATE LAWS OF NEW YORK STATE.

WHEREAS, the State of New York provides financial aid for household hazardous waste programs; and

WHEREAS, Putnam County, herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid;

NOW THEREFORE BE IT RESOLVED by the Putnam County Legislature

1. **That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.**
2. **That the Commissioner of Health or his/her designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application, to sign the resulting contract if said application is approved by the STATE; and to provide such additional information as may be required.**
3. **That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the State for share of such costs as indicated in the contract.**
4. **That two (2) certified copies of this Resolution be prepared and sent to the New York State Department of Environmental Conservation together with a complete application.**
5. **That this resolution shall take effect immediately.**

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

MaryEllen Odell
County Executive

Putnam County
Department of Health
1Geneva Road,
Brewster, New York 10509
(845) 808-1390

Michael Nesheiwat, M.D.
Interim Commissioner of Health

Robert Morris, P.E., M.P.H.
Director of Environmental Health

cc: all Health

Reso

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY
2016 OCT 21 PM 1:12

MEMORANDUM

TO: Diane Schonfeld

FROM: Robert Morris, P.E., M.P.H.

DATE: October 20, 2016

RE: Resolution for Household Hazardous Waste Grant

The Department is in the process of preparing the request for NYS Department of Environmental Conservation funding for the Household Hazardous Waste Collection events held in 2016. The application requires that a Legislative Resolution be passed and submitted with the request.

Attached please find the sample resolution and the certificate of recording officer, with the specific language required for this purpose. Also attached is a copy of a resolution from a previous year for reference.

The Department requests that this item be placed on the agenda for the next Legislative meeting.

Thank you.

cc: Victoria DiLonardo

SAMPLE RESOLUTION

Note: The text of this resolution has been pre-approved by DEC attorneys.
Use of the language of this pre-approved resolution will reduce time for review.

A Resolution Authorizing the Filing of an Application for a State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Master Grant Contract, Under the Appropriate Laws of New York State.

WHEREAS, the State of New York provides financial aid for household hazardous waste programs; and

WHEREAS_____
(Legal Name of Municipality)

herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid;

NOW, THEREFORE,
BE IT RESOLVED BY _____
(Governing Body of Applicant)

1. That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.

2. That _____,
(TITLE of Applicant's designated Authorized Representative)

   or his/her designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application, to sign the resulting contract if said application is approved by the STATE; and to provide such additional information as may be required.

3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the State for share of such costs as indicated in the contract.

4. That two (2) Certified Copies of this Resolution be prepared and sent to the New York State Department of Environmental Conservation together with a complete application.

5. That this resolution shall take effect immediately.

CERTIFICATE OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of the Resolution, authorizing the signing of an application for State Assistance, authorizing the signing of a State Contract, and assuring funding of the municipal portion of the cost of the project as regularly adopted at a legally convened meeting of the

_____

(Name of Governing Body of the Applicant)

duly held on the _____ day of _____, _____,

and further that such Resolution has been fully recorded in the

_____ in my office.

(Title of Record Book)

In witness whereof, I have hereunto set my hand this _____ day

of _____, _____.

If the Applicant has an Official Seal,
Impress here.

_____
Signature of Recording Officer

If not, then please sign both
certificates in original signatures.

_____
Title of Recording Officer

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

Carl L. Albano *Chairman*
Ginny Nacerino *Deputy Chair*
Diane Schonfeld *Clerk*
Clement Van Ross *Counsel*

Barbara Scuccimarra Dist. 1
William Gouldman Dist. 2
Toni E. Addonizio Dist. 3
Ginny Nacerino Dist. 4
Carl L. Albano Dist. 5
Roger S. Gross Dist. 6
Joseph Castellano Dist. 7
Dini LoBue Dist. 8
Kevin Wright Dist. 9

STATE OF NEW YORK)
) SS:
COUNTY OF PUTNAM)

I HEREBY CERTIFY THAT THE ATTACHED COPY OF RESOLUTION #342 OF 2014 IS A TRUE AND EXACT COPY OF THE ORIGINAL ON FILE IN THE OFFICE OF THE PUTNAM COUNTY LEGISLATURE.

March 18, 2015

Diane Schonfeld
DIANE SCHONFELD
CLERK, PUTNAM COUNTY LEGISLATURE

PUTNAM COUNTY LEGISLATURE

Resolution #342
Introduced by Legislator: Sam Oliverio, Jr. on behalf of the Health, Social, Educational & Environmental Committee at the Year End Meeting held on December 22, 2014.

APPROVAL/ AUTHORIZING THE FILING OF AN APPLICATION FOR A STATE ASSISTANCE FROM THE HOUSEHOLD HAZARDOUS WASTE (HHW) STATE ASSISTANCE PROGRAM AND SIGNING OF THE ASSOCIATED STATE CONTRACT UNDER THE APPROPRIATE LAWS OF NEW YORK STATE.

WHEREAS, the State of New York provides financial aid for household hazardous waste programs; and

WHEREAS, Putnam County, herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid;

NOW THEREFORE BE IT RESOLVED by the Putnam County Legislature

1. **That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.**
2. **That the Commissioner of Health or his/her designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the STATE;**
3. **That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the State for the State share of such costs.**
4. **That five (5) certified copies of this Resolution be prepared and sent to the NYSDEC together with a complete application.**
5. **That this resolution shall take effect immediately.**

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

APPROVED
Mary Ellen Odell
COUNTY EXECUTIVE
12-29-14

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 December 22, 2014.

Dated: December 24, 2014

Signed: Diane Schonfeld

Diane Schonfeld
Clerk Of The Legislature Of Putnam County

#6d

Approval

Litigation Settlement

Halebian v. County of Putnam

#6e

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

A LOCAL LAW AMENDING THE PUTNAM COUNTY CODE BY ADDING A NEW CHAPTER 115 ENTITLED "ANIMAL PROTECTION"

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

Section 1.

A New Chapter 115 of the Putnam County Code entitled "Animal Protection" is hereby added to read as follows:

ARTICLE I
Animal Cruelty Registry Law

§115-1. Legislative Intent

Animal cruelty is a serious problem, resulting in the abuse of thousands of animals each year in the United States. While New York State has criminalized the cruel treatment of animals, animal abuse continues to occur in Putnam County and throughout New York State. Studies show that people who have abused animals in the past are likely to do so in the future and that there is a near 100% recidivism rate for certain types of abuse such as animal hoarding. Furthermore, individuals who abuse animals are statistically more likely to commit violent acts against humans and a strong correlation has been established linking individuals who abuse animals with incidents of domestic violence.

The Putnam County Legislature finds that it is in the best interest of Putnam County residents to establish an online registry identifying individuals residing in Putnam County that have been convicted of an animal abuse crime and prevent these individuals convicted of animal cruelty from adopting, purchasing, or otherwise obtaining animals from any animal shelter, pet seller, or other person or entity involved in the exchange of animals by adoption, sale, or other means. Therefore, the purpose of this law is to establish an online registry of individuals residing in Putnam County who are convicted of animal abuse crimes.

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

§115-2. Definitions

A. "Animal Abuse Crime" shall mean the commission of the following enumerated crimes against an animal:

(1) Animal Fighting, as defined in the New York State Agriculture and Markets Law (hereinafter "A.M.L.") §351;
(2) Overdriving, Torturing and Injuring Animals; Failure to Provide Proper Sustenance, as defined in A.M.L. §353;
(3) Aggravated Cruelty to Animals, as defined in A.M.L. §353-a;
(4) Abandonment of Animals, as defined in A.M.L. § 355;
(5) Failure to provide proper food and drink to Impounded Animals, as defined in A.M.L. §356;
(6) Carrying animal in a cruel manner, as defined in A.M.L. §359;
(7) Poisoning or Attempting to Poison Animals, as defined in A.M.L. §360;
(8) Interference with or Injury to certain Domestic Animals, as defined in A.M.L. §361;
(9) Throwing substances injurious to animals in public place, as defined in A.M.L. §362;
(10) Clipping or cutting the ears of dogs, as defined in A.M.L. §365;
(11) Companion Animal Stealing, as defined in A.M.L §366;
(12) Removing, seizing or transporting dogs for research purposes, as defined in A.M.L. §366-a;
(13) Harming a Service Animal in the second degree, as defined in New York State Penal Code §242.10;
(14) Harming a Service Animal in the first degree, as defined in New York State Penal Code §242.15;
(16) Sexual Misconduct with an Animal, as defined in New York State Penal Code §130.20(3);
(17) Harming an Animal trained to aid a person with a disability in the first degree, as defined in New York Penal Code §195.12.

B. "Animal" shall mean any living mammal (except a Human Being), bird, reptile, amphibian, or fish.

C. "Animal Abuse Offender" shall mean any person eighteen (18) years of age, or older, convicted of an Animal Abuse Crime, except youthful offenders whose convictions or adjudications include sealed records.

D. "Convicted Of" shall mean an adjudication of guilt by any court of competent jurisdiction, whether upon a verdict or plea of guilty.

E. "Pet Seller" shall mean any individual person, partnership, firm, corporation or other entity which offers animals for sale or is engaged in the sale, exchange, or other transfer of ownership of animals.

F. "Pet Dealer" shall mean any individual person, partnership, firm, corporation or other entity who or which sells or offers to sell more than nine animals per year for profit to the public. Such definition shall include pet stores, as defined in this Article and breeders who sell or offer to sell directly to the consumer animals born and raised on the breeder's residential premises.

G. "Animal Shelter" shall mean any public, privately owned, or not for profit organization including, but not limited to, any duly incorporated humane society, pound, animal protective association or animal rescue group which maintains buildings, structures, or other property for the purpose of

harboring animals which may be stray, unwanted, lost, abandoned, or abused and seeks to find appropriate temporary or permanent homes for such animals.

H. "Pet Store" shall mean any facility of an individual, firm, partnership, corporation, company or entity who or which offers animals for sale as part of a business.

I. "Residence" shall mean the local where a person maintains a fixed, permanent and principal home and to which he/she, wherever temporarily located, always intends to return.

§115-3. Creation of Animal Cruelty Registry

An online registry shall be established containing the name, residence information, and a head photo, including shoulders, of any individual residing in Putnam County who has been convicted of any animal abuse crime, as defined in this Article. The Putnam County Sheriff is hereby authorized, empowered and directed to collaborate with the Putnam County Society for the Prevention of Cruelty to Animals, Inc. (PCSPCA) to establish and maintain an Animal Cruelty Registry (the "Registry) for such individuals in Putnam County. The Registry shall also contain links to other county Animal Abuse Registries that are available, or as they become available in the future, in the State of New York, with such other county registries to be used as informational resources by Animal Shelters, Pet Sellers, Pet Dealers, or other persons or entities located in Putnam County when they shall sell, exchange or otherwise transfer the ownership of any animal. The PCSPCA shall receive all fees associated with the registration as the cost of maintenance and administration of the Registry. The Registry shall be publicly available on the PCSPCA website.

The Registry shall contain the required information about each Animal Abuse Offender for a period of ten (10) years following his or her release from incarceration; or if not incarcerated, from the date of entry judgment. Persons who are convicted of subsequent animal abuse crimes shall remain on the Registry for ten (10) years following their most recent conviction. Upon notification to the Putnam County Sheriff's Office of a successful appeal of a conviction of an animal abuse crime by any individual who had been required to register pursuant to this local law, the information for that individual shall be removed from the Registry within five (5) days following said notification.

§115-4. Registry Requirements

A. All Animal Abuse Offenders who reside in Putnam County and who are convicted of animal abuse crime on or after the effective date of this law must register with the Registry at the PCSPCA, within the later of ten (10) days of their release from incarceration or if not incarcerated, from the date of entry of judgment.

B. When a person is convicted of an animal abuse crime in Putnam County, the prosecuting agency shall endeavor to forward to the PCSPCA, the name and address of the convicted person along with the name of the animal abuse crime the person was convicted of, thereby notifying the PCSPCA that the person is required to enroll in the Registry.

C. Each person required to enroll in the Registry shall submit to the PCSPCA:

(1) Their name and any aliases they are known by;

(2) Their residential address; and

(3) A photograph of their head and shoulders taken from the front not less than 2" x 3" or a digital image commonly known as a digital photograph of the front of their head and shoulders.

D. Each person required to enroll in the Registry shall update their registration information annually in January and within five (5) days of any change of residential address and/or upon any official change of name.

E. Every person required to enroll in the Registry must pay a fee of fifty ($50) dollars to the PCSPCA upon initial registration and every January thereafter at the time of their registration update. These funds will be used to pay the administrative and maintenance costs of maintaining the Registry. The PCSPCA may waive part or the entire registration fee where, because of the indigence of the person, the payment of such fee would work an unreasonable hardship on such offender, his or her immediate family, or any other person who is dependent on such person for financial support.

F. Each Person convicted of an animal abuse crime in another New York County who moves into Putnam County must enroll in the Registry within ten (10) days of establishing residence in Putnam County.

G. Each person required to enroll in the Registry is prohibited from possessing, adopting, owning, purchasing or exercising control over any animal at any time while the person is required to be listed on the Registry.

H. The Putnam County Sheriff, or his/her designee, is hereby authorized and empowered to promulgate such rules and regulations necessary to implement this law.

§115-5. Prohibition from Transferring Animal Ownership to Animal Abuse Offenders

A. No Pet Seller, Pet Dealer, Pet Store, Animal Shelter, other person or entity located in Putnam County, or any other authorized agents thereof, shall knowingly sell, exchange or otherwise transfer the ownership of any animal to any person listed on the Registry.

B. Prior to the sale, adoption, exchange, or other transfer of ownership of any animal within Putnam County, the Pet Seller, Pet Dealer, Pet Store, Animal Shelter, other person or entity located in Putnam County, or any other authorized agents thereof, is required to examine the Registry to confirm that the name of the potential owner of the animal is not listed thereon.

§115-6. Penalties

A. Any Animal Abuse Offender who fails to enroll in the Registry shall be guilty of a violation punishable by:

(1) A fine of not less than two hundred and fifty dollars ($250) and not more than one thousand dollars ($1,000); or

(2) Imprisonment for not more than fifteen (15) days; or

(3) both.

B. Any Animal Abuse Offender required to enroll, or to update his/her enrollment, with the Registry and who, for a second time within any two (2) year period, fails to do so shall be guilty of a class "A" misdemeanor.

C. Any Animal Abuse Offender who violates the prohibition against possessing, adopting, owning, purchasing, or exercising control over any animal at any time while the person is required to be listed on the Registry shall be guilty of a violation punishable by:
   (1) A fine of not less than two hundred and fifty dollars ($250) but not more than one thousand dollars ($1,000); or
   (2) Imprisonment for not more than fifteen (15) days; or
   (3) both.

D. Any Animal Abuse Offender required to enroll in the Registry and who, for a second time within any two (2) year period, possesses, adopts, owns, purchases, or exercises control over any animal at any time while the person is required to be listed on the Registry shall be guilty of a class "A" misdemeanor.

E. Any Pet Seller, Pet Dealer, Pet Store, Animal Shelter or other individual or entity located in Putnam County, or any authorized agents thereof, who violate Section 95-14 of this Local Law, shall be guilty of a violation and subject to a maximum fine of two hundred and fifty dollars ($250). It shall not be a violation of this law if the Pet Seller, Pet Dealer, Pet Store, Animal Shelter or other individual, entity or any authorized agents thereof, checked with the Registry and the name did not appear thereon.

F. Any Pet Seller, Pet Dealer, Pet Store, Animal Shelter, or other individual or entity located in Putnam County, or any authorized agents thereof, who a second time within two (2) years violates Section 95-14 of this Local Law shall be guilty of a class "A" misdemeanor.

G. Any person who knowingly purchases or adopts an animal on behalf of an individual who is required to register with the Registry shall be guilty of a violation punishable by a fine of not less than two hundred and fifty thousand dollars ($250) but not more than one thousand dollars ($1,000), or imprisonment for not more than fifteen (15) days, or both.

§115.7. Applicability

This law shall apply to all persons convicted of animal abuse crimes as defined by Section 95-11 of Article III, on or after the effective date of this law.

§115.8. Enforcement

This law shall be enforced by the Putnam County Sheriff Department, local law enforcement officers and officers of the PCSPCA.

§115.9. Severability

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 2. Effective Date

This law shall take effect immediately upon filing with the New York Secretary of State.

#6f

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

APPROVAL/BUDGETARY TRANSFER /PLANNING DEPARTMENT/VEHICLE PURCHASE

WHEREAS, the Deputy Commissioner of Planning has requested a budgetary transfer (16T337) to cover the cost of a vehicle purchase; and

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

RESOLVED, that the following budgetary transfer be made:

Increase Estimated Appropriations:		
10802000 52650	**Motor Vehicles**	**26,000**
Decrease Estimated Appropriations:		
10651000 54678	**Veterans Transportation**	**17,000**
10802000 54182	**Consultants**	**9,000**
		26,000

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

cc: all
Phys.
A&A

Reso

WILLIAM J. CARLIN, Jr. CPA
Commissioner Of Finance

ANITA Z. GILBERT
Chief Deputy Commissioner Of Finance

SHEILA BARRETT
Deputy Commissioner Of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

2016 NOV -8 PM 3:58

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

To: Diane Schonfeld, Legislative Clerk

From: William J. Carlin, Jr., Commissioner of Finance

Re: Budgetary Transfer - **16T337**

Date: November 8, 2016

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

Increase estimated appropriations:

10802000 52650	Motor Vehicles	26,000

Decrease estimated appropriations:

10651000 54678	Veterans Transportation	17,000
10802000 54182	Consultants	9,000

Fiscal Impact - 2016 - 0
Fiscal Impact - 2017 - 0

This Resolution is necessary to purchase a vehicle as per the attached correspondence. Please forward to the appropriate committee.

Approved:

Mary Ellen Odell
County Executive

40 GLENEIDA AVENUE ~ CARMEL NEW YORK 10512 ~ *Tel* (845) 808-1075 ~ *Fax* (845) 808-1910

Putnam County
Department of Planning, Development, and Public Transportation

www.putnamcountyny.com

Sandra M. Fusco
Deputy Commissioner

841 Fair Street
Carmel, NY 10512

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

INTEROFFICE MEMORANDUM

TO: William J. Carlin, Jr.
Commissioner of Finance

FROM: Sandra Fusco
Deputy Commissioner, Department of Planning, Development and Public Transportation

DATE: November 7, 2016

RE: Budgetary Amendment: Transfer of Funds

In connection with the above referenced matter, it is respectfully requested that a budgetary amendment be submitted to the Legislature requesting a transfer of funds as follows:

From:	Amount:	To:	Amount:
10651000 54678	$17,000	10802000 52650	$17,000
10802000 54182	$9,000	10802000 52650	$9,000

The foregoing request is made in order to continue to, among other things, realize cost savings directly related to the transportation services the County currently provides County veterans. During this year, the Department of Planning, Development and Public Transportation (the "Department") realized reduction in costs in connection with veterans transportation services, i.e., from a high invoiced amount of $8,151.70 (invoiced in January 2016) to the most recent low invoiced amount of $534.65 (invoiced in October 2016) – a significant reduction in costs to the County.

It is opined that the foregoing reduction in costs in re veterans' transportation is directly related to the ongoing coordinating efforts of the Department, together with OSR and Office of Veterans Affairs, to provide such transportation services. Notwithstanding, in order to continue to realize such savings, the Department is in dire need of another vehicle to utilize for veterans transportation services.[1] The Department currently has at its disposal for such purposes a 2003 Chevrolet Impala (current mileage: 97,199) and a 2007 Honda Odyssey (current mileage: 56,544). The Impala has myriad mechanical/other problems and is wholly unreliable and oftentimes the one remaining vehicle is not enough to provide the aforesaid transportation services, resulting in the incurrence of additional costs to the County.[2]

I have obtained/attached for your reference specifications from the Purchasing Department for the purchase of an adequate vehicle for the Department's use as aforesaid.

Please do not hesitate to contact me if there is anything further you require in this regard. Thank you.

cc: MaryEllen Odell/County Executive
Bruce Walker/Deputy County Executive

---

[1] Indeed, when the vehicle is not scheduled for use it could be used for travel to/from County business by the Department.
[2] When a vehicle and/or driver is unavailable to transport non-senior veterans, the Department refers the transportation request to MV Transportation, Inc.

BATTERY	Heavy duty maintenance free
ALTERNATOR	Heavy duty - min 120 amp
TRANSMISSION	6 Speed Automatic W/OD, towing package and heavy duty transmission oil cooler.
ANTILOCK BRAKES	Heavy duty 4 wheel Antilock Disc Brakes with Electronic Stability Control System and Traction Control
FRAME	Heavy duty full frame
STEERING	Electric-variable power assist
SUSPENSION AND SHOCK ABSORBERS	Front MacPherson strut w/stabilizer bar Rear independent multi-link w/stabilizer bar and heavy duty shocks
COOLING SYSTEMS	Extra fine density heavy duty radiator and engine condensor for air conditioner heat dissipation to adequately and properly carry out their functions. Coolant Recovery System - Permanent type anti-freeze shall be used to protect the liquid cooling systems against freezing in temperatures ranging to 30 degrees below zero Farenheit.
AIR CONDITIONING / HEAT	Factory installed
TIRES AND RIMS	Four (4) all weather tires, tubless steel belted radial tires on all wheels. Spare to be space saver / compact type To include wheel covers P225/65R17 Goodyear or Equal
OUTSIDE MIRRORS	Power Adjustable, Manual Folding
SEATS, FRONT REAR	Front Bucket Seats, Heavy Duty Cloth Second Row, 60/40 Split, Heavy Duty Cloth
UPHOLSTERY	Heavy Duty Cloth
FLOOR COVERING AND MATS	Color Keyed Carpeting and Mats

PAINTING - Exterior	
Interior	To be determined at time of order
WIPER/WASHER TIME DELAY	Front and rear heavy duty variable speed electric wiper with washer, washer fluid reservoir to be filled with washer fluid at time of delivery
SEAT BELTS	3 point seat belts for all seating positions
GAS TANK	20.9 Gallons to be filled with fuel upon delivery
GAUGES	To include all factory equiped standard gauge package
POWER WINDOWS	Factory equipped
DEFROSTER	Electric rear window defroster - wire type
AIR BAGS	Factory installed Driver's & Passengers air bag Head curtain side impact for first and second row
TOWING HITCH	Class II type, 1-1/4" receiver hitch and 4 wire connection

MISCELLANEOUS:

DMV Inspection	All vehicles must be delivered with complete NYS Inspections. In the event that a vehicle is delivered uninspected, $250 will be deducted from the invoice by the agency to cover the cost of the inspection and to compensate for time.
	To include 3 keys per vehicle
	Front and Rear Bumpers with license plate brackets.
	(1) 3 lb ABC Fire Extinguisher w/mounting bracket
	DOT Roadside Emergency Kit
	1 Set Shop Manuals per Order (West County only)
	Lift jack and handle
	Factory installed trailer tow package

Mud Flaps

Owners Manual for each vehicle

Fleet free maintenance credit to be included

The County will be provided with an order confirmation from the OEM, detailing all optional equipment and a complete option content broadcast sheet shall be forwarded to the County after the vehicle(s) have been built.

No name other than that of manufacturer shall appear anywhere on the vehicle

The unit shall be manufactured and equipped in accordance with current Federal Government's National Traffic Safety Agency and State of New York Bureau of Motor Vehicles Standards for Saftey and Emmissions

All vehicles manufacturer's standard equipment shall be furnished unless otherwise superseded by any of the above

OEM % DISCOUNT	5% off OEM options not listed

#69

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

APPROVAL/FUND TRANSFER /HIGHWAYS & FACILITIES/OVERTIME

WHEREAS, the Commissioner of Highways & Facilities has requested a fund transfer (16T341) to cover Overtime costs through Year End; and

WHEREAS, the Physical Services Committee and the Audit & Administration Committee have reviewed and approve said fund transfer; now therefore be it

RESOLVED, that the following fund transfer be made:

Decrease:		
01-10711000 51094	**Temporary**	**7,000**
02-10511000 51094	**Temporary**	**10,000**
		17,000
Increase:		
01-10098000 51093	**Overtime**	**7,000**
02-10511000 51093	**Overtime**	**10,000**
		17,000

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

cc: all
Phys
A+A

Res

COUNTY OF PUTNAM

FUND TRANSFER REQUEST

TO: Commissioner of Finance

FROM: Jeanette M. Saccavino, Fiscal Manager 2016

DEPT: Highways & Facilities

DATE: November 7, 2016

2016 NOV -8 PM 3:58

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

I hereby request approval for the following transfer of funds:

FROM ACCOUNT # / NAME	TO ACCOUNT # / NAME	AMOUNT	PURPOSE
01-10711000-51094 TEMPORARY	01-10098000-51093 OVERTIME	$7,000.00	To move funding between temp & Overtime to cover Expenditures thru End of year.
02-10511000-51094 TEMPORARY	02-10511000-51093 OVERTIME	$10,000	
		$17,000	

20 16 Fiscal Impact $ -0-

20 17 Fiscal Impact $ -0-

Department Head Signature/Designee 11/7/16 Date

AUTHORIZATION:

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

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

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

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

16T341

PUTNAM COUNTY
DEPT. OF HIGHWAYS & FACILITIES
INTER-OFFICE MEMO

TO: Diane Schonfeld
Legislative Clerk

FROM: John G. Tully
Deputy Commissioner, Highways & Facilities

DATE: November 7, 2016

RE: Fund Transfer Request

We have requested a fund transfer for $17,000 between our temporary and overtime lines in various funds. This is necessary to insure funding is available through the end of the year.

We would appreciate it if you could put this on the physical services agenda for discussion before it goes to the appropriate committee.

File Hwy
Audit Addit'L

Fred Pena
Commissioner

John Tully
Deputy Commissioner

DEPARTMENT OF
HIGHWAYS & FACILITIES
842 Fair Street
Carmel, New York 10512
Phone: 845-878-6331 Fax: 845-808-1908

MEMORANDUM

TO: Dini LoBue, Legislator

FROM: John Tully, Deputy Commissioner of Highways and Facilities

CC: MaryEllen Odell, County Executive
Fred Pena, Commissioner of Highways and Facilities
Michele Alfano-Sharkey, Auditor

DATE: November 28, 2016

RE: Fund Transfer Journal #78

In response to your request for more information to clarify our $17,000 Overtime Fund Transfer (Journal # 78) the following is a listing of various activities performed on overtime.

ATI

Maintain and repair various storm water retrofits throughout the county. This is labor intensive work using ATI program workers.

General maintenance work at Tilly Foster Farm such as mowing, fence repairs, animal pen repairs etc.

ROADS

Various call-ins during unpredictable spring like weather such as: downed trees, patching potholes, flooding mitigation and deer removal

Preparing for paving work at Tilly Foster. Schedule of normal daily activities and traffic required work to be performed on off hours, including Saturdays.

Sitework at new BES storage building.

In addition to the items listed above, the fund transfer is also expected to cover similar activities through year end 2016. If you require any additional information please let me know.

JT/td

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

DT

Ginny Nacerino *Chairwoman*
Joseph Castellano *Deputy Chairman*
Diane Schonfeld *Clerk*
Clement Van Ross *Counsel*

Barbara Scuccimarra Dist. 1
William Gouldman Dist. 2
Toni E. Addonizio Dist. 3
Ginny Nacerino Dist. 4
Carl L. Albano Dist. 5
Roger S. Gross Dist. 6
Joseph Castellano Dist. 7
Dini LoBue Dist. 8
Kevin Wright Dist. 9

MEMORANDUM

Date: November 16, 2016

To: MaryEllen Odell
Putnam County Executive

From: Dini LoBue
Legislator

CC: Fred Pena
Commissioner Highways & Facilities E mailed/Inter office

Ref: Follow Up – 11.15.2016 Physical Services Committee Meeting

I am writing to formalize a verbal request I made for information at last evening's Physical Services Meeting. Per our discussion and my inquiry, Commissioner Pena agreed to provide the project breakdown that warrants Fund Transfer 16T341 totaling $17,000 in Overtime costs.

Thank you.

#6h

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

APPROVAL/AMENDMENT TO LEASE AGREEMENT/BUTTERFIELD REALTY LLC/ COLD SPRING SENIOR CENTER

WHEREAS, pursuant to Resolution # 240 of 2015, the Putnam County Legislature approved a Lease Agreement, in the form attached thereto, between Butterfield Realty LLC and the County of Putnam for 6,000 square feet of space at The Lahey Pavilion, located at 1756 Route 9D, Cold Spring, New York; and

WHEREAS, the leased premises will be the future location of a new and expanded senior center facility serving the senior population in the Town of Philipstown and the surrounding areas within the County; and

WHEREAS, prior to its execution, the terms and conditions of said Lease Agreement were modified by the parties, and revised versions thereof were approved by the Putnam County Legislature pursuant to Resolution # 107 of 2016, Resolution # 171 of 2016 and Resolution # 187 of 2016; and

WHEREAS, said Lease Agreement has been executed by the parties; and

WHEREAS, the County and Butterfield Realty LLC have agreed to amend Article 6.03 of the Lease Agreement, dated October 27, 2016, in order to provide language satisfactory to the Village of Cold Spring Planning Board with respect to the provision of transportation services to the senior constituency who will utilize and attend said senior center facility; and

WHEREAS, the Putnam County Legislature has reviewed the proposed Amendment to the Lease Agreement between Butterfield Realty LLC and the County of Putnam and agrees with same; now therefore be it

RESOLVED, that the Putnam County Legislature approves the Amendment to the Lease Agreement between Butterfield Realty LLC and the County of Putnam, dated October 27, 2016, which shall be in the form and content attached hereto as Exhibit "A"; and be it further

RESOLVED, that the County Executive is authorized, with the advice and the assistance of the County Attorney, to execute said Amendment, which shall be in the form and content attached hereto as Exhibit "A".

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

EXHIBIT "A"

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, made this _____ day of _____, 20_____, by and between BUTTERFIELD REALTY LLC, a NYS Limited Liability Company, having an office and place of business at 3102 Route 9, Cold Spring, New York (hereinafter referred to as the "Landlord"), and the COUNTY OF PUTNAM, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "Tenant").

WHEREAS, the parties entered into a Lease Agreement, dated October 27, 2016, wherein the Landlord leased to the Tenant certain premises consisting of approximately 6,000 square feet of floor space at The Lahey Pavilion, located at 1756 Route 9D, Cold Spring, New York (hereinafter the "Lease Agreement"); and

WHEREAS, the parties wish to amend the terms of the Lease Agreement, as provided herein;

NOW THEREFORE, in consideration of the terms and conditions contained herein and in the Lease Agreement, and other good and valuable consideration, the parties agree as follows:

FIRST: Article 6.03 of the Lease Agreement is hereby modified as follows:

6.03 Tenant agrees that it, any subtenant or concessionaire and their respective officers, employees, contractor and agents will park their automobiles and other vehicles only where and as permitted by Landlord. Tenant will, if and when so requested by Landlord, furnish Landlord with the license numbers of any vehicles of Tenant, any subtenant or concessionaire and their respective officers, employees and agents, excluding, however, guests and/or clientele of Tenant. During business hours, the number of parking spaces shall be as required by the Village of Cold Spring Code (6,000 x 4/1000 = 24 parking spaces). During off business hours, including weekends, Tenant is permitted the use of the unused parking spaces, within reason. During the entire term of this Lease and any extensions and/or renewals thereof, Tenant, by and through its Office for Senior Resources, shall provide round trip transportation services to any senior citizen resident of Philipstown who wishes to participate in on-site programs provided by the Putnam County Senior Community Center Facility locate in the Demised Premises.

SECOND: All other terms and conditions of the Lease Agreement shall continue to remain the same, and in full force and effect.

THIRD: This Amendment to Lease Agreement is executed in two (2) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one (1) Agreement.

FOURTH: The County Executive of the County of Putnam has executed this Amendment to Lease Agreement pursuant to a Resolution adopted by the Putnam County Legislature, at a meeting thereof held on the ____ day of _____, 20____. MaryEllen Odell, whose signature appears hereafter is duly authorized and empowered to execute this Amendment to Lease Agreement and enter into same on behalf of the County of Putnam.

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

LANDLORD:	TENANT:
BUTTERFIELD REALTY LLC	COUNTY OF PUTNAM
By: _____ Paul F. Guillaro	By: _____ MaryEllen Odell, County Executive
Dated: _____	Dated: _____

cc All Butterfield

LEASE dated the 27th day of October, 2016 between

BUTTERFIELD REALTY LLC **(Landlord)**
3102 Route 9
Cold Spring, NY 10516

and

County of Putnam **(Tenant)**
40 Gleneida Avenue
Carmel, NY 10512

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY
2016 NOV -4 PM 3:35

ARTICLE I - DEFINITIONS

1.01 As used in this lease, (including all Exhibits and Riders attached hereto, all of which shall be deemed to be part of this Lease) the following words and phrases shall have the meaning indicated:

01. Additional Rent:
All amounts that become payable by the Tenant to Landlord hereunder other than the fixed rent.

02. Broker:
The person, if any, named herein who brought about this agreement and to whom a commission is expected to be owed.

03. Building:
The building now or hereafter located and known as The Lahey Pavilion, on Exhibit A, attached hereto and made a part hereof.

04. Building Common Areas:
All areas, spaces and improvements in the Building which Landlord makes available from time to time for the common use and benefit of the Tenants and occupants of the Building and which are not exclusively available for use by a single Tenant or occupant.

05. Calendar Quarter:
Any three month period commencing on either a January 1, an April 1, a July 1, or an October 1.

06. Calendar Year:
Any twelve month period commencing on a January 1.

07. Commencement Date:
The Commencement Date shall be the date upon the Landlord's completion of a demising wall separating the Demised Premises, as hereinafter defined, from the remaining space.

08. Common Areas:
Exterior Common Areas.

09. Demised Premises:
The space that is marked on Exhibit E; the Demised Premises contains approximately 6,000 square feet of floor space. The address of the Demised Premises is 1756 Route 9D, Cold Spring, NY. The space also includes a quarter circle area with a radius of 20 feet for use by Tenant as an outdoor area for the seniors and shown on Exhibit E.

10. Entire Premises:
The Land and the building(s) and other improvements now or hereafter erected on the Land.

11. Expiration Date:
The date that is the last day of the term of this Lease, on which date Tenant is obligated to vacate the Demised Premises, and up to and including which date the Tenant is obligated to pay rent and other charges hereunder. For the purpose of this definition, the earlier termination of this Lease shall not affect the "Expiration Date".

12. Exterior Common Areas:
All areas, spaces and improvements in the Entire Premises which Landlord makes available from time to time for the common use and benefit of the Tenant and occupants of the Entire Premises and which are not exclusively available for use by a single Tenant or occupant, including, without limitation, parking areas, roads, walkways, sidewalks, open and covered courts and malls, if any, and landscaped and planted areas, if any, but excluding any areas within any building and marked as Exhibit D.

13. Fixed (Base) Rent:
See Exhibit B.

14. Square Footage Space:
The floor area square footage space is deemed to be 6,000.

15. Guarantor:
Intentionally Deleted

16. Insurance Requirements:
Rules, regulations, orders and other requirements of the applicable Board of Underwriters and/or the applicable fire insurance rating organization and/or any other similar body performing the same or similar functions and having jurisdiction or cognizance over the Entire Premises whether now or hereafter in force.

17. Land:
The commercial real property upon which the Buildings and other improvements have been or will be erected and installed.

18. Landlord's Work:
Build a demising wall between the Demised Premises and the neighboring space in the Lahey Pavilion. Landlord will pay for the installation of a new entrance door estimated to be a cost of $5,000. Landlord will provide two water services: a 4" domestic line and a 6" fire line. Both water service lines will be brought to a room approximately 6 ft x 8 ft which is presently the mechanical room. Tenant will tie in from a service tee. Landlord will also provide up to a 400-amp electrical service to another 6 ft x 8 ft room which will be for building electrical service. Tenant is responsible for building the rooms and Landlord is responsible to provide service to those rooms. Tenant will connect to existing under slab sewer system at no cost to Landlord.

19. Legal Requirements:
Laws and ordinances of all federal, state, city, town, county, borough and village governments, and rules, regulations, orders and directives of all departments, subdivisions, bureaus, agencies or offices thereof, and of any other governmental, public or quasi-public authorities having jurisdiction over the Entire Premises, and the direction of any public officer pursuant to law, whether now or hereafter in force.

20. Mortgage:
A mortgage and/or deed of trust.

21. Mortgagee:
A holder of a mortgage or a beneficiary of a deed of trust.

22. Operating Expenses – Common Charges:

All costs incurred by Landlord for the repair, replacement, maintenance, policing, insurance and operation of the Entire Premises, including, without limitation the following: (a) the total costs for the repair, replacement, maintenance, cleaning, lighting, painting, water and sewer charges, policing and operation of the Exterior Common Areas; (b) the cost for casualty, liability and fidelity insurance; (c) the management fees for managing the Premises or, if a managing agent is employed by Landlord, a sum in lieu thereof which is not in excess of the then prevailing rate for management fees of other retail facilities in the area. It is intended and agreed that the Operating Expenses referred to herein shall be only those expenses actually and reasonably expended on or in connection with the premises and/or for the benefit of the Tenants therein. All items will be calculated and stated in accordance with generally accepted accounting principles, consistently applied. Landlord will provide Tenant, upon request, with an annual statement of Operating Expenses.

23. Permitted Uses:

Putnam County Senior Community Center Facility and related offices. The Senior Community Center Facility shall remain a center open to the general public for all Putnam County seniors and can only be changed with the written permission of the Landlord. The Senior Center Facility shall incorporate the Timme Memorial Architectural Archway into the center, at Tenant's expense.

24. Person:

A natural person or persons, a partnership, a corporation or any other form of business or legal association or entity.

25. Price Index:

Consumer Price Index for all urban consumers for New York and Northeastern New Jersey, for all items published by the Bureau of Labor Statistics, U.S. Dept. of Labor or its successor index affecting Putnam County.

26. Promotion Dues:

Intentionally deleted.

27. Ready for Occupancy:

Tenant, at its sole cost and expense, shall obtain building permits for its interior work and all other necessary permits including sign permits and any necessary certificates of occupancy, to such extent as shall be applicable to Tenant as a county governmental entity.

28. Real Estate Taxes:

The taxes, assessments, and special assessments imposed upon the Building and land associated with the Building by any federal, state, municipal or other governments or governmental bodies or authorities and any expenses incurred by Landlord in contesting such taxes or assessments and/or the assessed value of the Building and land associated with the Building, which expenses shall be allocated to the period of time to which such expenses relate. If at any time during the Term the methods of taxation prevailing on the hereof shall be altered so that in lieu of, or an addition to, or as a substitute for, the whole or any part of such Real Estate Taxes, assessments and special assessments now imposed on real estate, there shall be levied, assessed or imposed (a) a tax, assessment, levy, imposition, license fee or charge wholly or partially as a capital levy or otherwise on the Rents received therefrom, or (b) any other such additional or substitute tax, assessment, levy, imposition or charge, then all such taxes, assessments, levies, impositions, fees and charges or the part thereof so measured or based shall be deemed to be included within the term "Real Estate Taxes" for the purpose hereof.

29. Rent:

The Fixed (Base) Rent and all additional rent provided for in this lease. Rent shall commence 60 days after the

Commencement Date and continue for fifteen (15) years until the Expiration Date, subject to any exclusions described in Section 2.03.

30. Rules and Regulations:
Those rules and regulations shown on Exhibit C annexed hereto and those reasonable rules and regulations that may be promulgated by the Landlord from time to time.

31. Successor Landlord:
As defined in Article 8.

32. Superior Lease:
Any Lease to which this Lease is, at the time referred to, subject and subordinate.

33. Superior Lessor:
The Lessor of a Superior Lease or its successor in interest, at the time referred to.

34. Superior Mortgage:
Any mortgage to which this lease is, at the time referred to, subject and subordinate.

35. Superior Mortgagee:
The holder of a Mortgage at the time referred to.

36. Tenant's Property:
As defined in Article 15.02.

37. Tenant's Trade Name:
County of Putnam or any other name approved by the Landlord, which approval shall not be unreasonably withheld.

38. Tenant's Work:
The facilities, materials and work which may be undertaken by or for the account of Tenant to equip, decorate, and furnish the Demised Premises for Tenant's Occupancy.

39. Term:
The period commencing at 12:01 a.m. on the Commencement Date and ending at 11:59 p.m. on the Expiration Date, or of the date when this Lease is earlier terminated, pursuant to the provisions herein.

ARTICLE 2 - DEMISE AND TERM

2.01 Landlord hereby Leases to Tenant, and Tenant hereby hires from Landlord, the Demised Premises, for the Term, except that Landlord reserves and Tenant shall have no right to use (a) the exterior faces of all perimeter walls, (b) the roof, and (c) the land, improvements. If, as of the Date of this Lease, the Parties have not established a Commencement Date, a projected date shall be established, and a definite date shall then be established by Landlord, upon 15 days prior written notice to Tenant, based upon the availability of the Demised Premises for Tenant's occupancy. In the event the definite Commencement Date shall fall on a day other than the first day of a calendar month, the first month of the term shall be a partial month

2.02 Intentionally Omitted.

2.03 Provided the Tenant has never been throughout the term of the lease in default under the terms of this Lease it shall have the option to renew this Lease for an additional term of ten (10) years. Tenant shall exercise this option by no later than twelve (12) months before the end of the the initial term of the lease by giving written notice to Landlord of its intent to renew the Lease for the additional ten year option period. The rent during the option renewal terms is provided in Exhibit B herein attached.

ARTICLE 3 – RENT – ADDITIONAL RENT AND OCCUPANCY

3.01 Tenant shall pay the Fixed Rent in equal monthly installments in advance on the first day of each and every calendar month during the Term. Rent payments will begin 60 (sixty) days after the Commencement Date. If the Commencement Date occurs on a day other than the first of a calendar month, the Fixed Rent for the partial calendar month at the commencement of the Term shall be prorated.

3.02 The Fixed Rent shall be increased annually - See Exhibit B attached.

3.03 The Rent shall be paid in lawful money of the United States to Landlord at its office, or such other place, or to the Landlord's agent at such other place, as Landlord shall designate by notice to Tenant. Tenant shall pay the Rent promptly when due without notice or demand therefore and without any abatement, deduction or set off for any reason whatsoever, except as may expressly be provided in this Lease. If Tenant makes any payment to Landlord by check, same shall be by Tenant and Landlord shall not be required to accept the check of any other person, and any check received by Landlord shall be deemed received subject to collection. If any check is mailed by Tenant, Tenant shall post such check in sufficient time prior to the date when payment is due so that such check will be received by Landlord on or before the date when payment is due. Tenant shall assume the risk of lateness or failure of delivery of the mails, and no lateness or failure of mails will excuse Tenant from its obligations to have made the payment in question when required under this Lease. In the event that rent is not received on time, within 10 days after it is due, Tenant shall be obligated to pay Landlord a 3% late fee of the then rent, for each month rent is late. This fee shall also be considered as additional rent. There is a $35.00 returned check fee.

3.04 No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the correct Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law provided.

3.05 If Tenant is in arrears in a payment of Rent, Tenant waives Tenant's right, if any, to designate the items to which any payments made by Tenant are to be credited, and Landlord may apply any payments made by Tenant to such items due under this Lease as Landlord sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items to which any such payments shall be credited.

3.06 Intentionally Omitted.

3.07 All payments other than the rent to be made by Tenant pursuant to this Lease shall be deemed additional rent and, in the event of any non-payment thereof, Landlord shall have all rights and remedies provided for herein or by law for non-payment of rent.

3.08 Base rent shall be as follows: Year 1: $77,700.00 (Seventy-Seven Thousand, Seven Hundred Dollars) Base rent

does NOT include any Additional Rent as originally agreed to such as, but not limited to, common lighting, water and sewer charges, real estate taxes, etc.

3.09 Extra first year rent: In the first year of the lease term, Tenant shall pay Landlord $61,000 in 12 equal payments or $5,083.33 per month.

3.10 Tenant shall pay two (2) installments of Base Rent plus CAM ($10,700.00 x 2 = $21,400.00) simultaneously with the signing of this lease (the "initial payment"). Said initial payment shall be applied as follows: one installment shall constitute the first month's rent and CAM, the remaining installment shall be applied to the Security Deposit, in the amount of $10,700.

3.11 Additional Rent shall also be comprised of Tenant's Proportionate Share, in the amount of 14.1176%, of all Common Area Maintenance and insurance charges. A projection of first year's CAM payments is annexed hereto as Exhibit B. Tenant will pay as Additional Rent, its proportionate share of common area maintenance ("CAM"), real estate taxes, in accordance with lease include insurance premiums for the Property. Landlord shall provide reasonable estimates on all items of Additional Rent, or shall use the bills received in prior years, to calculate an estimate for annual CAM charges and Tenant will make payment on said estimates on a monthly basis in equal installments to Landlord

3.12 In the event that the cost of Insurance increases or decreases during any applicable lease year, Landlord shall reconcile the amount already paid for Insurance within thirty days after the bill has been paid. A copy of the invoice received shall be provided to Tenant along with a request for additional money or refund for overpayment. Notwithstanding the foregoing, if any increase in the cost of insurance is not directly attributable to use of the Demises Premises by tenant, then Tenant shall not be responsible for such increase.

3.13 Tenant agrees to pay as Additional Rent in each successive year of this lease to include percentage of real estate taxes. The Additional Rent which the Tenant will be liable for at the commencement of the lease agreement shall be equal to 52.0833% of the total tax amount for The Lahey Pavilion (6,000 sq.ft. ÷ 11,520 sq.ft.) applicable to the tax year in which the Lease commences, which shall be payable in equal monthly installments.

In the event that Real Estate Taxes increase or decrease during any applicable Lease Year, Landlord shall reconcile with the Tenant at the time that tax payments are actually made. Tenant's portion of real estate taxes shall be payable no later than thirty (30) days after written notice is received from the Landlord.

CAM shall be capped at 3.5% increases annually. The Landlord's management fee shall be capped at 3% of the sum of rent plus CAM.

The Additional Rent shall be adjusted annually, in accordance with the actual amount of taxes and other costs due and payable on the property. The Landlord shall provide the Tenant with the new monthly amount due and owing each month for Additional Rent by no later than March 1st of each year of the Lease term, and said amount shall become due and owing in equal monthly installments commencing on the 1st day of April of each such year.

3.14 Tenant agrees to pay, as Additional Rent, for the water consumed by tenant at the Demised Premises, including sewer charges or any other charge imposed in connection with the use of said water as calculated by the water meter for tenant's space; it being understood that Landlord shall not be obligated to furnish or pay for any such water or sewer. Payments shall be made within ten (10) days after demand therefore is made by Landlord or Village of Cold Spring. If water and/or sewer are not separately metered, Tenant shall be charged Tenant's Proportionate Share of such charges. Tenant shall make its own arrangements with the public utility company supplying electricity to the Demises Premises at its

sole cost and expense. Tenant will pay its proportionate share of exterminating services, cleaning and refuse and common area maintenance.

ARTICLE 4 - USE OF DEMISED PREMISES AND COMMON AREAS

4.01 Tenant shall use and occupy the Demised Premises for the purpose of conducting the Permitted Uses under the Tenant's Trade Name, and Tenant shall not use or permit or suffer the use of the Demised Premises or any part thereof for any other purpose.

4.02 Except when and to the extent that the Demised Premises shall be untenantable by reason of damage of fire or other casualty or in the event of illness or other personal casualty or catastrophe, Tenant shall (a) continuously and uninterruptedly keep the entire Demised Premises open for business and fully stocked and keep Tenant's display windows and signs illuminated during all business hours on all business days as set forth in Exhibit C and (b) use for office, storage or other non-selling purposes only such space as is reasonably required for the proper operation of Tenant's business in the Demised Premises. No contention of Landlord that Tenant has vacated, abandoned or deserted the Demised Premises will be defeated merely by reason of Tenant having left all or any part of its trade fixtures or other personal property in the Demised Premises.

4.03 Tenant shall not (a) use the Common Areas, including parking spaces, or any other premises outside the Demised Premises for the sale or display of any merchandise, for solicitation or demonstrations or for any other business, occupation, undertaking or activity, (b) use or permit or suffer the use of any portion of the Demised Premises for any unlawful purpose or any activity of a type which is not generally considered appropriate for similar retail facilities, (c) burn trash or, except a otherwise directed by Landlord, store any trash or garbage in any area other than inside the Demised Premises (and Tenant shall attend to the daily disposal of trash in the dumpster provided by Landlord, and charged to Tenant as part of CAM), (d) park trucks or other delivery vehicles so as to unreasonably interfere with the use of any part of the Common Areas, (e) suffer, permit or commit any waste or any nuisance or other act or thing in the Demised Premises which may disturb any other Tenant or Occupant in the Entire Premises, (f) permit vibrations or music or other sounds in the Demised Premises to be transmitted to or heard in any other premises in the Building or in any part of the Common Areas.

4.04 Tenant shall provide a suitable identification sign or signs of any size, design and character as Landlord shall approve and as shall be approved by the Village of Cold Spring, and Tenant shall install same at a place designated by Landlord. Tenant shall maintain such sign or signs in good condition and repair. Other than such permitted sign (s), Tenant shall not place or install, or permit, or suffer to be placed, installed or maintained, any sign upon or outside of the Demised Premises or in any part of the Entire Premises unless approved by Landlord. Tenant shall not place, install or maintain, or permit or suffer to be placed, installed or maintained, on the exterior of the Demised Premises any awning, canopy, banner, flag, pennant ,aerial, antenna or the like; nor shall Tenant place or maintain on the glass or any window or door of the Demised Premises or inside the Demised Premises any sign, decoration, lettering, advertising matter, shade or blind or other thing of any kind other than a neatly lettered sign of reasonable size placed on the floor of display windows identifying articles offered for sale and services provided.

4.05 If any governmental license or permit, or necessary Certificate of Occupancy, shall be required for the proper and lawful conduct of Tenant's business in the Demised Premises or any part thereof, Tenant shall duly procure and thereafter maintain such license or permit and submit the same to Landlord for inspection. Tenant shall at all times comply with the terms and conditions of each such license or permit.

ARTICLE 5 - PREPARATION OF AND CHANGES TO ENTIRE PREMISES

5.01 Tenant takes the premises in "as is" condition and shall make all renovations at Tenant's expense, except as provide in Section 1.01 (18). Should Tenant find a substantial environmental issue in the Demised Premises while it performs tenant fit up, such as a need for asbestos removal or encapsulation, or lead abatement, Tenant shall immediately notify Landlord and Landlord will be responsible for creating a reasonable solution to alleviate the environmental issue. The HVAC system will be installed with roof top units by Landlord. Landlord will provide a $25,000 allowance towards the cost of the HVAC roof top units and installation of those units, but any cost above twenty-five thousand dollars ($25,000) will be paid by the Tenant. The area of the building not occupied by Tenant will be serviced with electrical heat pumps. The Tenant will be responsible for supplying their own underground propane tank(s) to feed their system. Landlord will provide space for Tenant's underground propane tanks and will excavate for the tanks. Tenant is responsible for their alarm system, fire system, phone system and cable at no cost to the Landlord. Tenant shall be responsible for the inspection, operation, maintenance, repair and/or replacement of same within the Demised Premises.

5.02 Except as expressly provided to the contrary in this Lease, the taking possession by Tenant of the Demised Premises shall be conclusive evidence as against Tenant that the Demised Premises was in good and satisfactory condition at the time such possession was taken

5.03 If the Landlord is unable to give possession of the Demised Premises on the Commencement Date because of the holding-over or retention of possession by Tenant, undertenant or occupant, Landlord shall not be subject to any liability for failure to give possession, the validity of this Lease shall not be impaired under such circumstance, and the Term shall not be extended, but the Rent due as of the Rent Commencement date shall be abated if Tenant is not responsible for the inability to obtain possession.

5.04 Landlord reserves the right, at any time and from time to time, to increase, reduce or change the number, type, size, location, elevation, nature and use of any of the Common Areas and the Building and any other buildings and other improvements in the Entire Premises, including without limitation, the right to move and/or remove same, provided same shall not unreasonably block or interfere with Tenant's means of ingress or egress to and from Demised Premises or unreasonably obstruct the view of Tenant's sign or display window and further provided that any such alterations to the Common Areas are an improvement and of equivalent quality and character.

ARTICLE 6 - COMMON AREAS

6.01 Subject to provisions of Article 5.04, Landlord will operate, manage, equip, light, repair and maintain, or cause to be operated, managed, equipped, lighted, repaired and maintained, the Common Areas for their intended purposes. Landlord reserves the right at any time and from time to time, to construct within the Common Area fountains, planters, pools and sculptures, and to install benches and the like not shown on Exhibit A, provided same shall not unreasonably block or interfere with Tenant's means of ingress or egress to and from the Demised Premises or unreasonably obstruct the view of Tenant's sign or display windows., and further provided same are in compliance with the Americans with Disabilities Act, and all other applicable state and local regulations and ordinances.

6.02 Tenant and its subtenants and concessionaires, and their respective officers, employees, agents, customers and invitees, shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant such right but subject to the Rules and Regulations, to use the Common Areas. Landlord reserves the right, at any time and from time to time, on reasonable notice to Tenant, to close temporarily all or portions of the Common Areas when in Landlord's reasonable judgment any such closing is necessary or desirable (a) to make repairs or changes or to effect construction within the Entire Premises, (b) to prevent the acquisition of public rights in such area, (c) to discourage

non-customer parking, or (d) to protect or preserve natural persons or property, Landlord may do such other acts in and to the Common Areas as in its reasonable judgment may be desirable to improve or maintain same, provided same shall not unreasonably block or interfere with Tenant's means of ingress or egress to and from the Demised Premises or unreasonably obstruct the view of Tenant's sign or display windows.

6.03 Tenant agrees that it, any subtenant or concessionaire and their respective officers, employees, contractor and agents will park their automobiles and other vehicles only where and as permitted by Landlord. Tenant will, if and when so requested by Landlord, furnish Landlord with the license numbers of any vehicles of Tenant, any subtenant or concessionaire and their respective officers, employees and agents, excluding, however, guests and/or clientele of Tenant. During business hours, the number of parking spaces shall be as required by the Village of Cold Spring Code (6,000 x 4/1000 = 24 parking spaces). During off business hours, including weekends, Tenant is permitted the use of the unused parking spaces, within reason. During the entire term of this Lease, Tenant, by and through its Office for Senior Resources, shall provide round trip transportation services to any senior citizen resident of Philipstown who wishes to participate in on-site programs provided by the Putnam County Senior Community Center Facility locate in the Demised Premises.

ARTICLE 7 - SECURITY

7.01 Tenant will deposit with Landlord the sum of $10,700 (Ten Thousand Seven Hundred Dollars and No Cents which shall be held by Landlord in an interest bearing account which shall earn interest at a rate that is equivalent to the prevailing interest rate , as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect to any of the terms, provisions and conditions of this lease, including but not limited to, the payment of rent and additional rent, as set forth, that Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason on Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damage or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security, together with accrued interest, shall be returned to Tenant within 30 days after the delivery of the entire possession of the Demised Premises to the Landlord. In the event of a sale of the Land and Building or leasing of the Building of which the Demised Premises form a part, Landlord shall have the right to transfer the security to the new owner or leasee and Landlord shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Owner or leasee solely for the return of said security;, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

ARTICLE 8 - SUBORDINATION

8.01 This Lease and all rights of Tenant hereunder, are and shall be subject and subordinate to all ground Leases and underlying Leases of the land and/or building now or hereafter existing and to a Mortgage which made now or hereafter affect the land and/or building and/or of such Leases, whether or not such Mortgages or Leases shall also cover other lands and/or buildings; to each and every advance may or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such Leases and such mortgages and spreaders and consolidation of such Mortgages.

8.02 If any act or omission of Landlord would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction Tenant shall not exercise such right (a) until it has given written notice of such act or omission to Landlord and each Superior Mortgagee and each Superior Lessor whose respective name and address shall previously have been furnished in writing to Tenant, and (b) until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such Superior Mortgagee or Superior Lessor, shall have become entitled under such Superior Mortgage or Superior Lease, as the case may be, to remedy the same (which reasonable period shall in no event be less than the period to which Landlord would be entitled under this Lease or otherwise, after similar notice, to effect such remedy), provided such Superior Mortgagee or Superior Lessor shall with due diligence give Tenant notice of intention to, and commence and continue to, remedy such act or omission.

8.03 If any Superior Lessor or Superior Mortgagee shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new Lease or deed, then at the request of such party so succeeding to Landlord's rights ("Successor Landlord") and upon such Successor Landlord's written agreement to accept Tenant's atonement, Tenant shall attorn to and recognize such Successor Landlord as Tenant's Landlord under this Lease and shall promptly execute and deliver any instrument that such Successor Landlord may reasonably request to evidence such atonement. Upon such atonement this Lease shall continue in full force and effect as a direct Lease between Successor Landlord and Tenant upon all of the terms and conditions and covenants as are set forth in this Lease.

8.04 Intentionally omitted

ARTICLE 9 - QUIET ENJOYMENT

9.01 Tenant shall peaceably and quietly have, hold and enjoy the Demised Premises without hindrance, ejection or molestation by Landlord or any person lawfully claiming through or under Landlord, subject, nevertheless to the provisions of this Lease and to Superior Leases and Superior Mortgages.

ARTICLE 10 - ASSIGNMENT, SUBLETTING AND MORTGAGING

10.01 Tenant shall not, whether voluntarily, or involuntarily, or by operation of law or otherwise, (a) assign or otherwise transfer this Lease, or offer or advertise to do so, (b) sublet the Demised Premises or any part thereof, or offer or advertise to do so, or allow the same to be used, occupied or utilized by anyone other than Tenant, or (c) mortgage, pledge, encumber or otherwise hypothecate this Lease in any manner whatsoever, without in each instance obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall reimburse Landlord for all reasonable expenses of reviewing Tenant's request and for review or preparation of all proposed documents including specifically the fees of Landlord's attorney.

10.02 If at any time (a) the original Tenant named herein, (b) the then Tenant, (c) any Guarantor, or (d) any person owning a majority of the voting stock of, or directly or indirectly controlling, the then Tenant which shall be a corporation or partnership, any transfer of voting stock or the general partners' interest in such partnership, as the case may be, immediately before such transfer, as a result of which said person ceases to own a majority of such shares of voting stock or general partners interest, as the case may be, except as the result of transfers by inheritance, shall be deemed to be an assignment of this Lease as to which Landlord's consent shall have been required, and in any such event Tenant shall notify Landlord. For the purposes of this Article, the words "voting stock" shall refer to shares of stock regularly entitled to vote for the election of directors of the corporation. Landlord shall have the right at any time and from time to time during the Term to inspect the stock record books of the corporation to which the provisions of this Article 10.02 apply, and Tenant will produce the same on request of Landlord.

10.03 If the Lease is assigned, whether or not in violation of this Lease, Landlord may collect Rent from the assignee. If the Demised Premises or any part thereof are sublet or used or occupied by anybody other than Tenant, whether or not in violation of this Lease, Landlord may, after default by Tenant, and expiration of Tenant's time, due to such default, collect Rent from the subtenant or occupant. In either event Landlord may apply the net amount collected to the Rent, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of Article 10.01 or Article 10.02, or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the performance by Tenant of Tenant's obligations under this Lease. The consent by Landlord to any assignment, mortgaging, subletting or use or occupancy by others shall not in any way be considered to relieve Tenant from obtaining the express written consent of Landlord to any other or further assignment, mortgaging or subletting or use or occupancy by others not expressly permitted by this Article 10. References in this Lease to use or occupancy by others (that is, anyone other than Tenant) shall not be construed as limited to subtenants and those claiming under or through subtenants but shall be construed as including also licensees and others claiming under or through Tenant, immediately or remotely.

10.04 Any permitted assignment or transfer shall be made only if and shall not be effective until, the assignee shall execute, acknowledge and deliver to Landlord an agreement in form and substance satisfactory to Landlord whereby the assignee shall assume Tenant's obligations under this Lease and whereby the assignee shall agree that all of other provisions in this Article 10 shall, notwithstanding such assignment or transfer, continue to be binding upon it in respect to all future assignments and transfers. Notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of Rent by Landlord from an assignee, transferee, or any other party, the original Tenant and any other person(s) who at any time was or were Tenant shall remain fully liable for the payment of the Rent and for Tenant's obligations under this Lease.

10.05 The liability of the original named Tenant and any other Person(s) who at any time was or were Tenant for Tenant's obligations under this Lease shall not be discharged, released or impaired by an agreement or stipulation made by Landlord extending the time of, or modifying any of the obligations of this Lease, or by any waiver or failure of Landlord to enforce any of the obligations of this Lease.

10.06 Without limiting any of the provisions of Article 25, if pursuant to the Federal Bankruptcy Code (similar law hereafter enacted having the same general purpose), Tenant is permitted to assign, this Lease notwithstanding the restrictions contained in this Lease, adequate assurance of future performance by assignee expressly permitted under such Code shall be deemed to mean the deposit of cash security in an amount equal to the sum of one year's Fixed Rent plus the Additional Charges for the Calendar Year preceding the Year in which such assignment is intended to become effective, which deposit shall be held by Landlord for the balance of the Term, without interest, as security for the full performance of all of Tenant's obligations under this Lease. It is understood and agreed that this is a Lease of Real Property in a shopping center as such Lease is described in Section 365 (b) (3) of the Bankruptcy Code.

10.07 If this Lease is (a) assigned, or otherwise transferred, or (b) through a sublet the Demised Premises or any part thereof sublet, then any Rent paid by such assignee or subleasee, in excess of the Rent provided by this Lease, shall be for the benefit of and shall be immediately paid to the Landlord.

10.08 Tenant to reimburse Landlord a maximum of $3,500 to cover Landlord's expense for lease assignment.

ARTICLE 11 - COMPLIANCE WITH LAWS

11.01 Tenant shall comply with all Legal requirements which shall, in respect of the Demised Premises or the use and occupation thereof or the abatement of any nuisance in, on or about the Demised premises, impose any violation, order or

duty on Landlord or Tenant; and Tenant shall pay all the costs, expenses, fines, penalties, and damages which may be imposed upon Landlord or any Superior Lessor by reason of or arising out of Tenant's failure to fully and promptly comply with and observe the provisions of this Article 11.01. However, Tenant need not comply with any such law or requirement of any public authority so long as Tenant shall be contesting the validity thereof, or the applicability thereof to the Demised Premises in accordance with Article 11.02, including exemptions applicable to Tenant pertaining to any such laws and/or requirements resulting from Tenant's status as a county governmental entity acting in a governmental capacity.

11.02 Tenant may contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability to the Demised Premises, of any Legal Requirement, provided that (a) Landlord shall not be subject to any fine or to any civil or criminal penalty or to prosecution for a crime, and neither the Demised Premises nor any part thereof shall be subject to being condemned or vacated, by reason of noncompliance or otherwise by reason of such contest; (b) before the commencement of such contest, Tenant shall indemnify Landlord against the cost thereof and against any liability for damages, interest, penalties and expenses (including reasonable attorney's fees and expenses), resulting from or incurred in connection with such contest or noncompliance, (c) such noncompliance or contest shall not constitute or result in any violation of any Superior Lease or Superior Mortgage; and (d) Tenant shall keep Landlord advised as to the status of such proceedings. Without limiting the application of the above, Landlord shall be deemed subject to prosecution for a crime if Landlord, or its managing agent, or any officer, director, partner, shareholder or employee of Landlord or its managing agent, as an individual is charged with a crime of any kind or degree whatsoever, whether by service of a summons or otherwise, unless such charge is withdrawn before Landlord or its managing agent, or such officer, director, partner, shareholder or employee of landlord or its managing agent (as the case may be) is required to plead to answer thereto.

ARTICLE 12 - INSURANCE AND INDEMNITY

12.01 Landlord shall maintain or cause to be maintained fire and extended coverage insurance in respect of the building and other improvements in the Entire Premises normally covered by such insurance (except for the property Tenant is required to cover with insurance under Article 12.02 and similar property of other tenants and occupants in the Entire Premises and except for buildings and other improvements covered by self-insurance or buildings and other improvements which are on land neither owned by nor leased to landlord) for the benefit of landlord, and Superior Lessors, and Superior Mortgagees and any other parties Landlord may at any time and from time to time designate, as their interest may appear, but not for the benefit of Tenant, and shall maintain Rent insurance as required by any Superior Lessor or any Superior Mortgagee. The fire and extended coverage insurance will be in the amounts required by any Superior Lessor or any Superior Mortgagee but not less than the amount sufficient to avoid the effect of the co-insurance provisions of the applicable policy or policies. Landlord may also maintain any other forms and types of insurance maintained or caused to be maintained by it under blanket policies.

12.02 Tenant shall maintain the following insurance: (a) comprehensive general public liability insurance in respect of the Demised Premises and the conduct and operation of business therein, with Landlord as an additional named insured, and at Landlord's request with any Superior Lessors or Mortgagees as additional named insured(s), with limits of not less than $2,000,000 for bodily injury or death to any one person and $2,000,000 for bodily injury or death to any number of persons in any one occurrence, and $100,000 for property damage, including water damage and sprinkler leakage, legal liability (if applicable); (b) fire and extended coverage insurance in respect of Tenant's stock in trade, fixtures, furniture, furnishings, removable floor coverings, equipment, signs and all other property of Tenant in the Demised Premises in any amounts required by any Superior Lessor or any Superior Mortgagee but not less than 80% of the full insurable value of the property covered and not less than the amount sufficient to avoid the effect of the co-insurance provisions of the applicable policy or policies; (c) plate glass insurance; (d) automobile coverage at $1,000,000 limits; and (e) any other insurance required for compliance with the Insurance Requirements. Tenant shall deliver to Landlord and any additional named insured(s) certificates for such policies, PAID for IN-FULL for one year at least 7 days before the Commencement Date. Tenant shall

procure and pay for renewals of such insurance from time to time before the expiration of any existing policy. All such policies shall be issued by companies of recognized responsibility licensed to do business in New York and all such policies shall contain a provision whereby the same cannot be canceled unless Landlord and any additional insured(s) are given at least ten (10) days prior notice of such cancellation.

12.03 Tenant shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect of the Demised Premises or use or occupy the Demised Premises or conduct or operate Tenant's business in any manner objectionable to any insurance company or companies whereby the fire insurance or any other insurance then in effect in respect to the Entire Premises or any part thereof shall become void or suspended or whereby any premiums in respect of insurance maintained by landlord shall be higher than those which would normally have been in effect for the occupancy contemplated under the Permitted Uses. In case of a breach of the provisions of this Article 12.03, in addition to all other rights and remedies of landlord hereunder, Tenant shall (a) indemnify Landlord and the Superior Lessors, and Mortgagees harmless from and against any loss which would have been covered by insurance which shall have become void or suspended because of such breach by Tenant and (b) pay to Landlord any and all increases of premiums on any insurance, including, without limitation, Rent Insurance, resulting from any such breach.

12.04 Tenant shall indemnify and hold harmless Landlord and all Superior Lessors and Mortgagees and Landlord's partners, joint venturers, directors, officers, agents, servants and employees from and against any and all claims arising from or in connection with (a) the conduct or management of the Demised Premises or of any business therein, or any work or thing whatsoever done, or any condition created (other than by Landlord) in the Demised Premises during the Term or during the period of time, if any, prior to the Commencement Date the Tenant may have been given access to the Demised Premises; (b) any act, omission, or negligence of Tenant or any of its subtenants or licensees, or its or their partners, joint venturers, directors, officers, agents, employees or contractors; (c) any accident, injury or damage whatever (unless caused by Landlord's negligence) occurring in the Demised Premises; and (d) any breach or default by Tenant in the full and prompt payment and performance of Tenant's obligations under this Lease; together with all costs, expenses and liabilities incurred in or in connection with each claim or action or proceeding brought thereon, including, without limitation, all reasonable attorney's fees and expenses. In case any action or proceeding is brought against Landlord and/or any Superior Lessor or Mortgagee and/or its or their partners, joint venturers, directors, officers, agents and/or employees by reason of any such claim, Tenant, upon notice from Landlord or Superior Lessor, or Mortgagee, shall resist and defend such action or proceeding.

12.05 Neither Landlord nor any Superior Lessor or Mortgagee, shall be liable or responsible for, and Tenant hereby releases Landlord and each Superior Lessor and Mortgagee, from all liability and responsibility to Tenant and any person claiming by, through or under Tenant, by way of subrogation or otherwise, for any injury, loss or damage to any person or property in or around the Demised Premises or to Tenant's business irrespective of the cause of such injury, loss or damage, unless caused by Landlord's negligence.

12.06 Landlord and Tenant shall each cause insurance policies carried by Landlord and/or Tenant insuring the Demised Premises against loss by fire, liability and caused covered by standard extended policy carried by Landlord and/or Tenant and insuring the Demised Premises and its fixtures and contents against loss by fire, liability and causes to be written in a manner so as to provide that the insurance company waives all right to recovery by way of subrogation against the Landlord or the Tenant in connection with any loss, damage or liability covered by such policies. To the extent that such policies so provide, the parties do hereby waive the right of subrogation.

12.07 Intentionally Omitted.

12.08 Tenants Indemnity – Tenant hereby indemnifies and agrees to save Landlord, its officers, directors, employees and agents harmless from and against any and all claims, suits, proceedings actions, causes of action, responsibility, liability, demands, judgments and executions, including, without limitation, attorney's fees and expenses (hereinafter referred to as "Claims") which either (i) result from any default, breach, violation, or non-performance of this Lease or any provision of this lease by tenant; or (ii) result from occurrences of injury to or death of any person or damage to property arising out of any work, repair, construction, reconstruction, restoration, maintenance or other work to be done hereunder, any act or omission by Tenant or any of its partners, directors, officers, agents, employees or contractors, unless such Claims are caused by the act or omission of Landlord, or its employees, agents or contractors, or Tenant's use and occupancy of the Premises under this Lease. In case any action or proceeding is brought against Landlord and/or its partners, directors, officers, agent and/or employees by reason of any such claim, tenant, upon notice from Landlord shall resist and defend such action or proceeding, at Tenant's sole cost and expense.

ARTICLE 13 - RULES AND REGULATIONS

13.01 Tenant and its employees and agents shall faithfully observe and comply with the Rules and Regulations in Exhibit C annexed hereto and such reasonable changes therein as Landlord may from time to time hereafter make and communicate to Tenant, which in the Landlord's judgment, shall be necessary for the reputation, safety, care or appearance of the Entire Premises, or the preservation of good order therein, or the operation or maintenance of the Building or its equipment and fixtures, or the Common Areas.

ARTICLE 14 – ALTERATIONS & MAINTENANCE

14.01 Except for decorative or cosmetic changes, Tenant shall not make any alterations or additions, or make any holes or cuts in the exterior walls, ceilings, roofs, or floors, or change the exterior color or architectural treatment of the Demised Premises without on each occasion first obtaining the consent of Landlord, which consent shall not be unreasonably be withheld. Tenant shall submit to Landlord plans and specifications for such work at the time Landlord's consent is sought. Tenant shall fully and promptly comply with and observe the Rules and Regulations in force with respect to the making of alterations. Any review or approval by Landlord of any plans and/or specifications with respect to any alterations is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant in respect to the adequacy, correctness or efficiency thereof otherwise.

14.02 To the extent that Tenant is required to do so under applicable law, Tenant shall obtain all necessary governmental permits and certificates for the commencement and prosecution of permitted alterations and for final approval thereof upon completion, and shall cause alterations to be performed in compliance with all applicable Legal Requirements and Insurance Requirements. Alterations shall be diligently performed in a good and workmanlike manner, using new materials and equipment at least equal in quality and class to the better of (a) the original installations of the Building, or (b) the then standards for the Building established by Landlord. Alterations shall be performed by Tenant's personnel or contractors. Alterations shall be made in such manner as not to un-reasonably interfere with or delay and as not to impose any additional expense upon Landlord in the construction, maintenance, repair or operation of the Building. Throughout the making of alterations, Tenant shall carry, or cause to be carried, workmen's compensation insurance in statutory limits and general liability insurance, with completed operation endorsement, for any occurrence in or about the Building, under which Landlord and its managing agent and any Superior Lessor whose name and address shall previously have been furnished to Tenant shall be names as parties insured in such limits as Landlord may reasonably require, with insurers reasonably satisfactory to Landlord. Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of alterations and, on request, at reasonable intervals thereafter during the making of alterations.

14.03 Tenant's duty to repair, maintain and replace – notwithstanding anything in this Lease to the contrary, the Tenant shall inspect, repair/replace, and maintain, at its sole cost and expense, the Demised Premises including, without limitation heating and air conditioning equipment, ducts work and entire HVAC system, sewer system (including the system under the slab), lighting fixtures, electrical service from meter, domestic water from service tee, fire alarm, telecommunications system, security, cable, electrical and water conduits and air ducts which are located inside and which exclusively service the Demises Premises, in good working order throughout the term of this Lease and any renewals hereof. In addition to the foregoing, the Tenant, for and in consideration of the rent due pursuant to this agreement, agrees to replace any equipment, fixtures, piping or the like used exclusively within the Demises Premises as the same may be necessary or required, as determined by the judgement of the Tenant. Notwithstanding the foregoing, Landlord shall be responsible for the inspection, operation, maintenance, repair and/or replacement of the heating and air conditioning equipment, including the furnace, and any other mechanicals, which are located within the Demised Premises but which are used/shared in common with the other portion(s) of the building. Tenant shall pay it pro-rata share, based upon leased square footage, for the expenses associated with same, unless such inspection, operation, maintenance, repair and/or replacement costs are disproportionately attributable to use and/or neglect of other Tenant(s).

ARTICLE 15 – LANDLORD'S AND TENANT'S PROPERTY

15.01 All fixtures, improvements and appurtenances attached to or built into the Demised Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant, shall be and remain a part of the Demised Premises, shall be deemed to be property of Landlord and shall not be removed by Tenant, except as provided in Article 15.02.

15.02 All trade fixtures and other equipment and/or appliances, whether or not attached to or built into the Demised Premises, which are installed in the Demised Premises by or for the account of Tenant without expense to Landlord and can be removed without structural damage to the Building, and all other movable personal property owned by Tenant and located in the Demised Premises (collectively, Tenant' Property shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Demised Premises the Building or the Exterior Common Areas resulting from the installation and/or removal thereof. Any equipment or other property for which Landlord shall have granted any allowance or credit to Tenant shall not be deemed to have been installed by or for the account of Tenant, Tenant without expense to Landlord, shall not be considered as the Tenant's Property and shall be deemed the property of Landlord. All duct work, ceilings, electric distribution and lighting shall not be considered trade fixtures.

15.03 At or before the Expiration Date or the date of any earlier termination of this Lease, or within 30 days after such an earlier termination date, Tenant shall remove from the Demised Premises all of the Tenant's Property (except such items thereof as Landlord shall have expressly permitted to remain, which property shall become the property of Landlord if not removed), and Tenant shall repair any damage to the Demised Premises, the Building and the Exterior Common Areas resulting from any installation and/or removal of the Tenant's Property. Any items of the Tenant's Property which shall remain in the Demised Premises after the Expiration Date or after a period of 30 days following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case items may be retained by Landlord as its property or disposed of by Landlord, without accountability, in such manner as Landlord shall determine at Tenant's Expense.

15.04 The Lease Agreement will be deemed executory only to the extent of the monies available to the Tenant for the performance of its terms, and no further liability will be incurred by the Tenant beyond the monies available during the entire term of the Lease Agreement. However, should the Tenant terminate the Lease Agreement prior to the expiration of the initial fifteen (15) year term, then in that event liquidated damages equal to one (1) year's base rent in the amount

calculated at such time shall be due to the Landlord. See Exhibit B.

ARTICLE 16 - REPAIRS AND MAINTENANCE

16.01 Landlord shall make necessary structural repairs to the Demised Premises (but excluding plate glass, store fronts, showcases and signs, all of which shall be the responsibility of Tenant) and shall keep in good condition and repair the foundations below and roof above Demised Premises. Landlord shall not be required to make any such repairs where caused or occasioned by any negligence of Tenant, any subtenant or concessionaire of Tenant, or any of their officers, employees, agents, customers, invitees or contractors. Landlord shall not be required to commence any obligated repair until notice shall be received from Tenant specifying the nature of the problem requiring the repair. The provisions of this Article 16.01 shall not apply in the case of damage by fire or other casualty or eminent domain, in which case the obligations of the parties shall be as provided in other Articles of this Lease.

16.02 Except for repairs required to be performed by Landlord under Article 16.01, Tenant shall make all repairs and replacements to and shall keep clean, neat, safe, sanitary, in good order, repair and condition (including all painting and decorating necessary to maintain at all times a clean and sightly appearance) and free of vermin, the Demised Premises, including, without limitation, any equipment, facilities and fixtures therein, and any installations above the ceiling or below the floor of the Demised Premises which serve the Demised Premises. In making repairs, Tenant shall use materials of first-quality. The provisions of Article 16.02, shall not apply in the case of damage by fire or other casualty or by eminent domain, in which case the obligations of the parties shall be as provided in other Articles of this Lease.

16.03 Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant, nor shall Tenant's covenants and obligations under this Lease be reduced or abated in any manner whatsoever, by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease, or required by Law, to make in or to any portion of the Entire Premises.

16.04 The parties agree that Tenant will have a full and fair opportunity before the commencement of the lease term to inspect and/or test the Demised Premises, and that the Demised Premises are being leased "AS IS."

ARTICLE 17 - UTILITIES, HEAT, VENTILATION & AIR CONDITIONING

17.01 Tenant shall heat and air condition, and shall provide all necessary hot water for, the Demised Premises. The energy costs for operating the HVAC system for the Demised Premises will be the responsibility of the Tenant. . Tenant shall make arrangements for and shall cause all propane to be furnished to the building, subject to reimbursement by Tenant on the square footage basis hereinbefore stated. Except as hereinbefore provided, Landlord shall not be liable to Tenants in damages or otherwise for any failure of Tenant to make arrangements for or to obtain any utilities or services or for any failure of Tenant to heat or air condition, or to provide hot water for, the Demised Premises. Tenant shall not be released or excused from the performance of any of its obligations under this Lease for any such failure or for any interruption or curtailment of any such utilities or services, and no such failure, interruption or curtailment shall constitute a constructive or partial eviction. Tenant shall not permit or suffer any utility facility to be overloaded.

17.02 Tenant shall pay directly to the utility companies, promptly as and when due all separately metered or assessed charges for utilities and services used or consumed in or in connection with the Demised Premises, including, without limitation, water, sewer, electricity, steam and heated and/or chilled water.

ARTICLE 18 - MECHANIC'S LIENS AND OTHER LIENS

18.01 Nothing contained in this Lease shall be deemed, construed or interpreted to imply any consent or agreement on the part of the Landlord to subject Landlord's interest or estate to any liability under any mechanic's or other lien law. If mechanic's or other lien or any notice of intention to file a lien is filed against the Entire Premise, or any part thereof, or the Demised Premises or any part thereof, for any work, labor, services or materials claimed to have been performed or furnished for or on behalf of Tenant or anyone holding any part of the Demised Premises through or under Tenant, Tenant shall cause same to cancel and discharge of record by payment, bond or order of a court of competent jurisdiction within 15 days after notice by Landlord to Tenant.

ARTICLE 19 - ACCESS AND NAME

19.01 Except for the space within the inside surfaces of all walls, hung ceilings, floors, windows and doors bounding the Demised Premises, all of the Building, including, without limitation, exterior Building Walls and any space in or adjacent to the Demised Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other Building facilities and the use thereof, as well as access thereto through the Demised Premises for the purpose of operation, maintenance and decoration and repair, except as provided in Article 17, are reserved to Landlord. Landlord also reserves the rights, and Tenant shall permit Landlord, to install, erect, use and maintain pipes, ducts and conduits in and through the Demised Premises, so as not to diminish Tenant's useable floor area. Tenant shall have no access to attic space.

19.02 Landlord and its agents shall have the right to enter and/or pass through Demised Premises at reasonable time or times and upon reasonable notice to Tenant, when Tenant is opened for business (except in cases of emergency): (a) to examine the Demised Premises and to show them to actual and prospective Superior Lessors, Superior Mortgages or prospective purchases of the Building, and (b) make such repairs, alterations, additions and improvements in or to the Demised Premises and/or to the Building or its facilities and equipment as Landlord is required or desires to make, Landlord shall be allowed to take all materials into and upon the Demised Premises that may be required in connection therewith, without any liability to Tenant and without any reduction of Tenant's obligation hereunder. During the period of 3 months prior to the Expiration Date, Landlord and its agents may exhibit the Demised Premises to Prospective Tenants, at reasonable times. Tenant shall provide Landlord with a key to the Demised Premises.

19.03 If during the last month of the Term, Tenant has removed all or substantially all of the Tenant's Property from the Demised Premises, Landlord may, without notice to Tenant, immediately enter the Demised Premises and alter, renovate and decorate the same without liability to Tenant and without reducing or otherwise affecting Tenant's obligations hereunder.

19.04 Landlord may adopt any name for the Entire Premises or the building and may change the name and/or address of the Entire Premises or the Building at any time.

ARTICLE 20 - NON-LIABILITY OF LANDLORD

20.01 Neither Landlord nor any partner, joint venturer, director, officer, agent, servant or employee of Landlord shall be liable to Tenant, and Tenant shall indemnify and hold Landlord harmless for any loss, injury expense, or damage to Tenant or to any other Person, or to its or their property irrespective of the cause of such injury, damage or loss, unless and only to the extent, said injury, loss or damage is caused by or resulting from the negligent and/or intentional acts and/or omissions of Landlord, its agents, servants or employees in the operation or maintenance of the Entire Premises. Further, neither Landlord nor any partner, joint venturer, director, officer, agent, servant, or employee of Landlord shall be liable (a) for any

such damage caused by other Tenants or Persons in, upon or about the Entire Premises, or caused by operations in construction of any private, public or quasi-public work even if negligent, for consequential damages arising out of any loss of use of the Demised Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant.

20.02 Notwithstanding any provision to the contrary, Tenant shall look solely to the estate and property of Landlord in and to the Entire Premises (or the proceeds received by Landlord on a sale of such estate and property but not the proceeds of any financing or refinancing thereof) in the event of any claim against Landlord arising out of or in connection with this Lease, the relationship of Landlord and Tenant or Tenant's use of the Demised Premises or the Common Areas, and Tenant further agrees that any liability of Landlord arising out of this Lease shall be limited to such estate and property of Landlord or sale proceeds). No other properties or asset of Landlord or any partner, joint venturer, director, officer, agent, servant or employee of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant arising out of, or in connection with this Lease, the relationship of Landlord and Tenant or Tenant's use of the Demised Premises or the Common Areas and if Tenant shall acquire a lien on or interest in any other properties or assets by judgment or otherwise, Tenant shall promptly release such lien on or interest in such other properties and assets by executing, acknowledging and delivering to Landlord an instrument to that effect prepared by Landlord's attorneys.

ARTICLE 21 - DAMAGE OR DESTRUCTION

21.01 Tenant shall give prompt notice to Landlord in case of any damage to the Demised Premises by fire or other casualty. If (a) the Demised Premises shall be damaged by fire or other casualty to the extent of more than 25% of the cost of replacement thereof, or (b) the Building shall be damaged by fire or other casualty to the extent of more than 25% of the aggregate cost of replacement of the Building or (c) the Building shall be damaged by fire or other casualty and either the loss shall not be covered by Landlord's insurance or the net insurance proceeds (after deducting all expenses in connection with obtaining same) shall, by reasonable anticipation, be insufficient to pay for the repair or restoration work to be done by Landlord, or (d) the Demised Premises shall be damaged by fire or other casualty to the extent of more than 10% of the cost of replacement thereof during the last year of the Term, then in any such event Landlord may terminate this Lease by notice given within 90 days after such event, and upon the date specified in such notice, which date shall not be less than 30 days not more than 60 days after the giving of said notice, this Lease shall terminate. If the Demised Premises shall be damaged by fire or other casualty to the extent of more than 10% of the cost of replacement thereof during the last year of the Term, Tenant may terminate this Lease by notice given before Landlord commences any repair or restoration work and in any event within 30 days after such damage and this Lease shall terminate upon the giving of such notice. If any damage by fire or other casualty shall render the Demised Premises untenantable, in whole or in part, a proportionate abatement of the Fixed Rent based upon Floor Space rendered untenantable, shall be allowed from the date when damage occurred until substantial completion of the repair or restoration work to be done by Landlord in the Demised Premises, or, in the event Landlord or Tenant elects to terminate this Lease, until said date of termination. If this Lease shall not be terminated after damage by fire or other casualty, Landlord shall, promptly after receipt of the insurance proceeds for such damage or as soon as practicable in the event that insurance proceeds shall not be available, proceed with the restoration of the Demised Premises and the Building substantially the condition in which the same existed prior to the damage with such changes as Landlord may desire to make; and Tenant shall promptly proceed with the restoration or replacement of Tenant's stock in trade, trade fixtures, furniture, furnishings, removable floor coverings, equipment, signs and all other property of Tenant and decorations in and around the Demised Premises.

21.02 Notwithstanding any of the foregoing provisions of this Article 21, if solely by reason of some intentional act or omission on the part of the Tenant or any of its subtenants or its or their partners, directors, officers, servants, employees,

agents or contractors, either (a) Landlord or any Superior Lessor or any Superior Mortgagee shall be unable to collect all of the insurance proceeds (including, without limitation, Rent insurance proceeds) applicable to damage or destruction of the Demised Premises or the Building by fire or other casualty, or (b) the Demised Premises or the Building shall be damaged or destroyed or rendered completely or partially untenantable on account of fire or other casualty, then without prejudice to any other remedies which may be available against Tenant, there shall be no abatement or reduction of the Rent. Further, nothing contained in this Article 21 shall relieve Tenant against any liability that may exist as a result of any damage or destruction by fire or other casualty.

ARTICLE 22 - EMINENT DOMAIN

22.01 If the whole of the Demised premises shall be taken by any public or quasi-public authority under the power of condemnation, eminent domain or expropriation, or in the event of conveyance of the whole of the Demised Premises in lieu thereof, this Lease shall terminate as of the day possession shall be taken by such authority. If 25% or less of the Floor Space of the Demised Premises shall be so taken or conveyed, this Lease shall terminate only in respect of the part so taken or conveyed as of the day possession shall be taken by such authority. If more than 25% of the Floor Space of the Demised Premises shall be so taken or conveyed, this Lease shall terminate only in respect of the part so taken or conveyed as of the day possession shall be taken by such authority, but either party shall have the right to terminate this Lease upon notice given to the other party within 30 days after such taking possession. If more than 25% of the Floor Space of the Building shall be so taken or conveyed, Landlord, may by notice to Tenant, terminate this Lease as of the day possession shall be taken. If so much of the Parking facilities shall be so taken or conveyed that the number of parking spaces necessary, in Landlord's reasonable judgment, for the continued operation of the Building or the Entire Premises shall not be available, landlord may, by notice to Tenant, terminate this Lease as of the day possession shall be taken on no less than sixty (60) days prior notice. If this Lease shall continue in effect as to any portion of the Demised premises not so taken or conveyed, the Rent shall be computed as of the day possession shall be taken on the basis of the remaining Floor Space of the Demised Premises. Except as specifically provided herein, in the event of any such taking or conveyance there shall be no reduction in Rent. If this Lease shall continue in effect, landlord shall, at its expense, but only to the extent of the net award or other compensation (after deducting all expenses in connection with obtaining same) available to Landlord for the improvements taken or conveyed (excluding any award or other compensation for land or for the unexpired portion of the term of any Superior Lease), make all necessary alterations so as to constitute the remaining Building a complete architectural and tenantable unit, and Tenant shall make all alterations or replacements to its stock-in-trade, trade fixtures, furniture, furnishings, removable floor coverings, equipment, signs and all other property of Tenant and decorations in and around the Demised Premises. All awards and compensation for any taking or conveyance, whether for the whole or part of the Entire premises, the Demised premises or otherwise, shall be property of landlord, and Tenant hereby assigns to Landlord all of Tenant's right, title, and interest in and to any and all such awards and compensation, including, without limitation, any award on compensation for the value of the expired portion of the Term. Tenant shall be entitled to claim, prove and receive in the condemnation proceeding such award or compensation as may be allowed for its trade fixtures and for loss of business, good will, and depreciation or injury to and cost of removal of stock in trade, but only if such award or compensation shall be made by the condemning authority in addition to, and shall not result in a reduction of, the award or compensation made by it to Landlord.

22.02 If the temporary use or occupancy of all or any part of the Demised Premises shall be taken during the Term, Tenant shall be entitled, except as hereinafter set forth, to receive that portion of the award or payment for such taking which represents compensation for the use and occupancy of the Demised Premises, for the taking of Tenant's Property and for moving expenses, and Landlord shall be entitled to receive that portion which represents reimbursement for the cost of restoration of the Demised Premises. This Lease shall be and remain unaffected by such taking and Tenant shall continue to be responsible for all of its obligations hereunder insofar as such obligations are not affected by such taking and shall continue to pay the Rent in full when due. If the period of temporary use and occupancy shall extend beyond the

Expiration Date, that part of the award or payment which represents compensation for the use and occupancy of the Demised Premises (or a part thereof) shall be divided between Landlord and Tenant so that Tenant shall receive (except as otherwise provided below) so much thereof as represents compensation for the period up to and including the Expiration Date and Landlord shall receive as much thereof as represents compensation for the period after the Expiration Date. All monies to be paid to Tenant as, or part of, an award or payment for temporary use and occupancy for a period beyond the date to which the Rent has been paid shall be received, held and applied by the First Superior Mortgagee (or if there is no Superior Mortgagee, by Landlord) as a trust fund for payment of the Rent becoming due hereunder.

ARTICLE 23 - SURRENDER

23.01 On the Expiration Date, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Demised Premises, Tenant shall quit and surrender the Demised Premises to Landlord "broom-clean" and in good order, condition and repair, except for ordinary wear and tear and such damages or destruction as Landlord is required to repair or restore under this Lease, and Tenant shall remove all of Tenant's property there from except as otherwise expressly provided in this Lease.

23.02 If Tenant remains in possession of the Demised Premises after the expiration of the Term, Tenant shall be deemed to be occupying the Demised Premises as a Tenant from month to month at the sufferance of Landlord subject to all of the provisions of this Lease, except that the monthly Fixed Rent shall be the Fixed Rent in effect during the last month of the term.

23.03 No act or thing done by Landlord or its agents shall be deemed an acceptance or surrender of the Demised Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord.

ARTICLE 24 - DEFAULT

24.01 This Lease and the Term and estate granted are subject inter alia to the limitation that whenever Tenant shall make an assignment for the benefit of creditors, or shall file a voluntary petition under any bankruptcy or insolvency law, or an involuntary petition alleging an act of bankruptcy or insolvency is filed against Tenant, or whenever a petition shall be filed by or against Tenant seeking any reorganization, arrangement composition, readjustment , liquidation, dissolution or similar relief under any present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties, or whenever a permanent or temporary receiver of Tenant or of, or for, the property of Tenant shall be appointed, or if Tenant shall plead bankruptcy or insolvency as a defense in any action or proceeding, then Landlord, (a) at any time after receipt of notice of the occurrence of any such event, or (b) if such event occurs without the consent of Tenant, at any time after the event continues for thirty (30) days may give Tenant a notice of intention to end the Term at the expiration of thirty (30) days from the service of such notice of intention, and upon the expiration of said thirty (30) days from the period, this Lease and the term hereby granted whether or not the Term shall theretofore have commenced, shall terminate with the same effect as if that day were the last day of the Lease term hereof, but Tenant shall remain liable for damages as provided in this Lease.

24.02 FURTHER LIMITATION: This Lease and the Terms and estate hereby granted are subject to the further limitation that, (a) whenever Tenant shall default in the payment of any monthly installment of Annual Fixed Rental, or in the payment of any other sums payable from Tenant to Landlord under this Lease as additional rent, on any day upon which the same shall be due and payable and such default shall continue for ten (10) days after the giving of written notice thereof by Landlord, or (b) whenever Tenant shall do or permit anything to be done, whether by action or inaction, contrary to any of Tenant's obligations hereunder, and if such situation shall continue and shall not be remedied by Tenant within

twenty (20) days after Landlord shall have given to Tenant a written notice specifying the same, or in the case of a happening of default which cannot with due diligence be cured within a period of twenty (20) days and the continuance of which for the period required for cure will not subject Landlord to the risk of criminal liability or termination of any superior Lease or foreclosure of any Superior Mortgage, if Tenant shall not duly institute within such twenty (20) day period and promptly and diligently prosecute to completion all steps necessary to remedy the same, or (c) whenever any event shall occur or any contingency shall arise whereby this Lease or any interest therein or the estate hereby granted or any portion thereof or the unexpired balance of the Term hereof would, by operation of Law or otherwise, devolve upon or pass to any person, firm or corporation other than Tenant, except as expressly permitted in this Lease, then in any such event covered by subsections a, b, or c, of this paragraph at any time thereafter, Landlord may give to Tenant a notice of intention to end the Term of this Lease at the expiration of seven (7)days from the date of service of such notice of intention, and upon the expiration of said seven (7) days this Lease and the Term and estate hereby granted, whether, or not the Term shall theretofore have commenced, shall terminate with the same effect as if that day were the last day of the lease term hereof, but Tenant shall remain liable for damages as provided. During the pendency of any proceedings brought by Landlord to recover possession by reason of default, Tenant shall continue all money payments required to be made to landlord, and Landlord may accept such payments for use and occupancy of the premises; in such event Tenant waives its right in such proceedings to claim as a defense that the receipt of such money payments by Landlord constitutes a waiver by Landlord of such default.

ARTICLE 25 - RE-ENTRY BY LANDLORD - DEFAULT PROVISIONS

25.01 If this Lease shall terminate for any reason whatsoever, Landlord or Landlord's agents and employees may without further notice, immediately or at any time thereafter, enter upon and re-enter the Premises, or any part thereof, and possess or re-possess itself thereof by either summary dispossess proceedings, ejectment, or by any suitable action or proceeding at law or by agreement, and may dispossess and remove Tenant and all other persons and property from the Premises without being liable to indictment, prosecution or damages therefore, and may repossess the same, and remove any persons therefrom, to the end that landlord may have, hold and enjoy the Premises and the right to receive all rental income again as and of its first estate and interest therein. The words "enter" or "re-enter", "possess" or "repossess" as herein used, are not restricted to their technical legal meaning. In the event of any termination of this Lease under the provisions of this Article, or re-entry under this paragraph or in the event of the termination of this Lease, or of re-entry by summary dispossess proceedings, ejectment or any suitable action or proceedings at law, or by agreement, or by force or otherwise, by reason of default hereunder on the part of the Tenant, Tenant shall thereupon pay to Landlord the Annual Fixed Rental and any additional rent due up to the time of such termination of this lease or of such recovery of possession of the premises by Landlord, as the case may be, and shall also pay to Landlord damages as provided herein.

ARTICLE 26 - DAMAGES

26.01 If this Lease is terminated under the provisions of Article 24; or if Landlord shall re-enter the Premises under the provisions of Article 25, or in the event of the termination of this Lease, or of reentry by summary dispossess proceedings, ejectment or by any suitable action or proceeding at law, or by agreement, or by force or otherwise, by reason of default hereunder on the part of Tenant, Tenant shall pay to Landlord as damages, on demand, a sum equal to the Annual Fixed Rent and the Additional Rent (conclusively presuming the Additional Rent to be the same as was payable for the year immediately preceding such termination) payable hereunder which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so re-entered the Premises, payable monthly but otherwise upon the terms therefore specified herein following such termination or such re-entry and until the expiration of the Term, provided, however, that if Landlord shall relet the Premises or any portion or portions thereof during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting, the expenses incurred or paid by Landlord in terminating this

Lease or in re-entering the Premises and in securing possession thereof, as well as the reasonable expenses of reletting, including altering and preparing the Premises or any portion or portions thereof for new tenants, brokers' commissions, advertising expenses, attorneys' fees, and all other expenses properly chargeable against the Premises and the rental therefrom; it being understood that any such reletting may be for a period shorter or longer than the remaining Term of this Lease, but in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled, in any suit for the collection of damages pursuant to this Subsection, to a credit in respect of any net rents from a reletting, except to the event that such net rents are actually received by Landlord. If the Premises or any part thereof should be relet in combination with other space, then proper apportionment shall be made of the rent received from such reletting and of the expenses of reletting.

26.02 If the Premises or any part thereof be relet by Landlord for the unexpired portion of this Term, or any part thereof, before presentation of the proof of such damages to any court, commission, or tribunal, the amount of rent reserved upon such reletting shall, conclusively, be fair and reasonable rental value of the Premises, or part thereof, so relet during the term of reletting. Landlord however, shall have no liability for its inability to mitigate the damages by seeking to relet the Premises and it shall in no event and in no way be responsible or liable for any failure to relet the Premises or any part thereof or for failure to collect any rent due upon any such reletting.

26.03 Suit or suits for recovery of such damages or any installments thereof may be brought by Landlord at any time and from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term would have expired if it had not been so terminated under the provisions of Article 24, or under any provision of law, or had Landlord not re-entered the Demised Premises. Nothing herein contained shall be construed to limit or preclude recovery by Landlord against Tenant of any sums or damages, in addition to the damages particularly provided above, that Landlord may lawfully be entitled to by reason of any fault hereunder on the part of the Tenant.

26.04 Nothing herein contained shall be construed to limit or prejudice the right of Landlord to provide for and obtain as damages by reason of the termination of this Lease or re-entry on the Demised Premises for the default of Tenant under this Lease an amount equal to the maximum allowed by any statue or rule of law in effect at this time then governing the proceedings in which such damages are to be proved whether or not such amount be greater than, equal to, or less than any of the sums referred to in Article 26.01.

26.05 In addition, if this Lease id terminated under the provisions of Article 24, or if Landlord shall re-enter the Demised Premises under the provisions of Article 25, Tenant covenants that: (a) the Demised Premises then shall be in the same condition as that in which Tenant has agreed to surrender the same to Landlord at the Expiration Date; (b) Tenant shall have performed prior to any such termination any obligation of Tenant contained in this Lease for making of any alteration or for restoring or rebuilding the Demised Premises or the Building, or any part thereof; and (c) for the breach of any covenant of Tenant set forth above in this Article 26.05, Landlord shall be entitled immediately, without notice or other action by Landlord, to recover, and Tenant shall pay as and for liquidated damages therefore, the reasonable cost of performing such covenant (as estimated by an independent contractor selected by Landlord).

26.06 In addition to any other remedies Landlord may have under this Lease, and without reducing or adversely affecting any of Landlord's right and remedies under this Article 26, if any damages payable hereunder by Tenant to Landlord are not paid within thirty (30) days after due, the same shall bear interest at the rate of 1 1/2% per month or the maximum rate permitted by law, whichever is less, from the due date thereof until paid, and the amounts of such interest shall be Additional Charges hereunder.

ARTICLE 27 - AFFIRMATIVE WAIVERS

27.01 Tenant, on behalf of itself and any and all persons claiming through or under Tenant, does hereby waive and surrender all right and privilege which it, they or any of them might have under or by reason of any present or future law, to redeem the Demised Premises or to have a continuance of this Lease after being dispossessed or ejected from the Demised Premised by process of law or under the terms of this Lease or after the termination of this Lease as provided in this Lease.

27.02 Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant and Tenant's use or occupancy of the Demised Premises and use of the Common Areas, including without limitation any claim or injury or damage, and any emergency and other statutory remedy with respect thereto.

ARTICLE 28 - NO WAIVERS

28.01 The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Landlord of Fixed Rent, Percentage Rent or Additional Charges with knowledge of Breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach.

ARTICLE 29 - CURING TENANT'S DEFAULTS

29.01 If Tenant shall default in the performance of any of Tenant's obligations under this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform same for the account and at the expense of Tenant, without notice in a case of emergency, and in any other case only if such default continues after the expiration of 20 days from the date Landlord gives Tenant written notice of the default. Bills for any expense incurred by Landlord in connection with any such performance by it for the account of Tenant, and bills for all reasonable costs, expenses and disbursements of every kind and nature whatsoever, including reasonable attorneys' fees and expenses, involved in collection or endeavoring to collect the Rent or any part thereof or enforcing or endeavoring to enforce any rights against Tenant or Tenants obligations hereunder, under or in connection with this Lease or pursuant to law, including any such cost, attorneys' fees, expense and disbursement involved in instituting and prosecuting summary proceedings or in recovering possession of the Demised Premises after default by Tenant or upon the expiration of the Term or sooner termination of this Lease, may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option, and such amounts shall be due and payable in accordance with the terms of such bills. In addition, all reasonable costs, attorneys' fees, expenses and disbursements incurred by Landlord in connection with the institution and prosecution of summary proceedings or any action or proceeding to recover possession or damages, or otherwise enforce its rights arising from this Lease, shall be recoverable from Tenant in said action or proceeding.

ARTICLE 30 - BROKER

30.01 Both parties represent that NO BROKERS were instrumental in bringing about or consummating this Lease, and that they no conversations or negotiations with any (other) broker concerning the leasing of the Demised Premises. Each party agrees to indemnify and hold harmless the other against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, attorney's fees and expenses arising out of any conversations or negotiations had by Tenant with any (other) broker.

ARTICLE 31 - NOTICES

31.01 Any notice, statement, demand, consent, approval or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable Legal Requirement, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be deemed to have been properly given, rendered or made only if delivered in person or if sent (1) by registered or certified mail, return receipt requested, posted in a United States post office station or letter box in the continental United States, or (2) by Express Mail, or (3) overnight courier or delivery service which provides written proof of delivery, addressed to the other party at the address hereinabove set forth and shall be deemed to have been given, rendered or made on the day of delivery in person or if sent, on the third business day after the day of delivery in person or if sent, on the next business day after the day so sent. Either party may, by notice as aforesaid, designate a different address of or addresses for notices, statements, demands, consents, approvals or other communications intended for it. Notices from Landlord's attorney to Tenant shall be deemed equally as effective as if they were from Landlord directly. All notices statements, demands, consents, approvals or other communications, as specified herein, to Tenant shall also be addressed to the County Executive and shall also be sent to the Putnam County Attorney, 48 Gleneida Avenue, Carmel, New York 10512.

ARTICLE 32 - ESTOPPEL CERTIFICATES

32.01 Each party shall, at any time and from time to time, as required by the other party, upon not less than twenty (20) days prior notice execute and deliver to the requesting party a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which the Fixed Rent and Additional Charges have been paid, stating whether or not, to the best knowledge of the party giving the statement, the requesting party is in default of performance of any of its obligations under this Lease and if so, specifying each such default of which the party giving the statement shall have knowledge, and stating whether or not, to the best knowledge of the party giving the statement, any event has occurred which with the giving of notice or passage of time, or both, would constitute such a default of the requesting party, and if so, specifying each such event; and such statement delivered pursuant hereto shall be deemed a representation and warranty to be relied upon by the party requesting the certificate and by others with whom such party may be dealing, regardless of independent investigations. Tenant also shall include in any such statement such other information concerning this Lease as Landlord may reasonably request. Failure of the Tenant to execute and deliver the statement within the twenty (20) days notice period shall be a default of this Lease. Upon such default, Landlord, among other remedies, shall have the benefit of the provisions of Article 32.02 below.

32.02 In the event Tenant shall fail or refuse to execute and deliver to landlord the statement required in Article 32.01 above, Tenant hereby irrevocably appoints landlord as its attorney-in-fact with full power and authority to execute and deliver such statement in the name of Tenant, or Landlord may treat such failure on the part of Tenant as a default.

ARTICLE 33 – OPTION TO PURCHASE

33.01 Tenant shall have the Option to Purchase the Demised Premises designated as an approximate 6000 square foot section of the Lahey Pavilion, ("Space") on the Site Plan, along with a then determined area of real property directly appurtenant thereto. The Tenant may elect to do so and shall notify Landlord of said intention after the expiration of the initial fifteen (15) year Lease Term and prior to the expiration of the option period. Tenant can exercise the Option to Purchase only during a period of time when it has an existing and valid lease for the Demised Premises, is current with all Rent and Additional Rent payments and is not in default. Tenant must provide Landlord with a minimum of one hundred

and twenty (120) days written notice prior to the expiration of the the option term.

33.02 If Tenant desires to purchase the Demised Premises, it shall give written notice of its intent to the Landlord. In the event Tenant exercises its option to purchase the Demised Premises, the purchase price (the "Purchase Price") shall be the fair market value of same at the time Tenant so elects to purchase the Demised Premises all things considered, including the then remaining term of the Lease. The Landlord and Tenant shall have thirty (30) days to agree upon the Purchase Price following receipt by Landlord of Tenant's notice.

33.03 Once the Purchase Price is determined, the parties shall execute a contract of sale mutually agreeable to the parties which contract of sale shall provide that: (i) the Property shall be delivered free and clear of any and aliens, (ii) shall provide a closing within (90) days of the date of execution thereof, and (iii) shall contain such other commercially reasonable terms as are then customary in the sale of a commercial property in Putnam County. If the parties are unable, despite using good faith reasonable efforts, to agree upon a contract of sale and the terms thereof within ninety (90) days following the receipt of Tenant's notice to purchase, upon expiration of such ninety (90) day period, the Tenant shall have no further right to purchase the Building and Tenant's rights granted pursuant to this Article 33 shall be null and void and of no further force and effect and Landlord shall thereafter be free to sell the Building to any third party Purchaser.

33.04 In the event the Landlord and Tenant are unable to agree on the Purchase Price, The Purchase Price shall be determined as hereinafter set forth. For all purposes of this Lease, the Purchase Price shall be determined by the following procedure:

a. If Landlord and Tenant have not agreed upon the Purchase Price within the thirty (30) day period as set forth above, each shall, within fifteen (15) days thereafter, designate an independent appraiser of recognized competence for sale of real estate comparable to the Demised Premises ("Initial Appraisers") by written notice served upon the other.

b. The Initial Appraisers shall confer and attempt to agree upon the Purchase Price during the ensuring thirty (30) day period and any such agreed Purchase Price shall be conclusive for purposes hereof. If either Landlord or Tenant fails to designate an appraiser as set forth in Subparagraph (a) above, the determination of the Purchase Price by the appraiser designated by the other shall be conclusive for purposes hereof.

c. If the Initial Appraisers cannot so agree within such thirty (30) day period, they shall each prepare a written determination of the Purchase Price and jointly designate a disinterested appraiser ("Additional Appraiser"). The Additional Appraiser shall make a written determination of the Purchase Price within thirty (30) days from the date of his designation. Thereafter, the three (3) appraisals shall be averaged and such average shall be conclusive as the Purchase Price for purposes hereof. Each Appraisers so chosen shall have a minimum of fifteen (15) years' experience in appraising commercial real estate in Putnam County.

d. If the Initial Appraisers do not designate the Additional Appraiser within the appropriate time period, he shall be designated promptly by the President of The American Institute of Real Estate Appraisers, or its then successor organization or, if no such organization exists, the President of the Real Estate Board of New York, Inc. or is successor organization.

e. All costs of Appraisal, other than the costs of the Initial Appraisers which shall be borne by the party choosing each such appraiser, shall be totaled and shared equally between Landlord and Tenant.

f. In determining the Purchase Price, the appraisers shall consider all things relative to the Space and the transaction including, but not limited to, the Rent being paid by Tenant in the Space, the condition of the Space, the impact that a sale of the Space would have on real estate taxes and other charges against the Building, the remaining term of the

Lease and the sale price of other comparable real estate taxes in the area.

g. Tenant may not assign this Option to Purchase to any affiliate or any entity controlling Tenant, controlled by Tenant or under common control with Tenant.

33.05 Should the Tenant exercise its Option to Purchase:

a. The Tenant shall be responsible for obtaining any and all required approvals, including condominium approval for the Premises.
b. The Landlord shall transfer to the Tenant an easement for the purpose of ingress and egress, which such location shall be determined, but shall be to the parties' mutual satisfaction.
c. The Landlord shall transfer to the Tenant an easement required for the parking area. which shall be to the parties' mutual satisfaction.

ARTICLE 34 - RECORDING OF LEASE

34.01 Tenant shall not record this lease and attempt to do so shall constitute a default. However, at the request of the Landlord, Tenant shall promptly execute, acknowledge and deliver to Landlord a memorandum of Lease with respect to this Lease sufficient for recording. Such memorandum shall not be deemed to change or otherwise affect any of the obligations or provisions of this Lease. Whichever party records such memorandum of Lease shall pay all recording costs and expenses, including taxes due upon such recording.

ARTICLE 35 - MISCELLANEOUS

35.01 Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease or in any other written agreement(s) which may be made between the parties concurrently with the execution and delivery of this Lease. All understandings and agreements heretofore had between the parties are merged in this Lease and any other written agreement(s) made concurrently herewith, which alone fully and completely express the agreement of the parties and which are entered into after full investigation. Neither party has relied upon any statement or representation not embodied in this Lease or in any other written agreement(s) made concurrently herewith.

35.02 No agreement shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part unless such agreement is in writing, refers expressly to this Lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination or effectuation of abandonment is sought.

35.03 If Tenant shall at any time request Landlord to sublet or let the Demised Premises for Tenant's account, Landlord is authorized to do so, without releasing Tenant from any of its obligations under this Lease, and Tenant hereby releases Landlord of any liability for loss or damage to any of the Tenant's Property in connection with such subletting or letting

35.04 Except as otherwise expressly provided in this Lease, the obligation under this Lease shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party is named or referred to; provided, however, that (a) no violation of the provisions of Article 10 shall operate to vest any rights in any successor or assignee of Tenant and (b) the provisions of this Article 35.04 shall not be construed as modifying the provisions contained in Article 24.

35.05 Except for Tenant's obligations to pay Rent, the times for which are of the Essence of this agreement, the time for Landlord or Tenant, as the case may be, to perform any of its respective obligations hereunder shall be extended if and to the extent that the performance thereof shall be prevented due to any strikes, lockouts, civil commotions, warlike operations, invasions, rebellions, hostilities, military or usurped power, governmental regulations or controls, inability to obtain labor or materials despite due diligence, acts of God, or other causes beyond the control of the party whose performance is required. Except as expressly provided to the contrary, the obligations of the Tenant hereunder shall not be affected, impaired or excused, nor shall Landlord have any liability whatsoever to Tenant, (a) because Landlord is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease due to any of the matters set forth in the first sentence of this Article 35.05, or (b) because of any failure or defect in the supply, quality or character of electricity, water or any other utility or service furnished to the Demised Premises for any reason beyond Landlord's reasonable control.

35.06 Any liability for payments hereunder (including, without limitation, Additional Charges) shall survive the expiration of the Term or earlier termination of this Lease.

35.07 If Tenant shall request Landlord's consent as provided for in this agreement, and Landlord shall fail or refuse to give such consent, Tenant shall not be entitled to any damages for any withholding by Landlord of its consent; Tenant's sole remedy, if any, shall be an action for specific performance or injunction, and such remedy shall be available only in those cases where Landlord has expressly agreed in writing not to unreasonably withhold its consent or where as a matter of law Landlord may not unreasonably withhold its consent.

35.08 Tenant shall not exercise its right under Article 16 or any other provision of this Lease in a manner which would violate Landlord's union contracts affecting the Entire Premises, if any, or create any work stoppage, picketing, labor disruption or dispute or any interference with the business of Landlord or any Tenant or occupant of the Entire Premises.

35.09 Irrespective of the place of execution or performance, this Lease shall be governed by and construed in accordance with the laws of the State of New York. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of that provision to other Persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The table of contents, captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. If any words or phrases in this lease shall have been stricken out or otherwise eliminated whether or not any other words or phrases have been added, this Lease shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Lease and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. Each covenant, agreement, obligations or other provision of this Lease on Tenant's part to be performed, shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words in this Lease, regardless of the number or gender in which they are used shall be deemed to include any other number and any other gender as the context may require.

35.10 THE PROVISIONS OF THIS ARTICLE HAVE ALL BEEN EXPLICITLY DISCUSSED, REVIEWED AND NEGOTIATED AND THEY ARE EQUALLY ESSENTIAL TO THIS AGREEMENT AS ANY OF THE OTHER PROVISIONS.

Article 36: INABILITY TO PERFORM

36.1 This Lease and the obligation of Tenant to pay rent hereunder and to perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease if Landlord is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever beyond the reasonable control of Landlord including, but not limited to, government preemption in connection with a National Emergency or by reasons of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been ore affected by war or other emergency.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

SIGNATURES

Landlord: **BUTTERFIELD REALTY LLC**

By: _____
Paul F. Guillaro

Tenant: **COUNTY OF PUTNAM**

By: _____
MaryEllen Odell, County Executive

Exhibit A

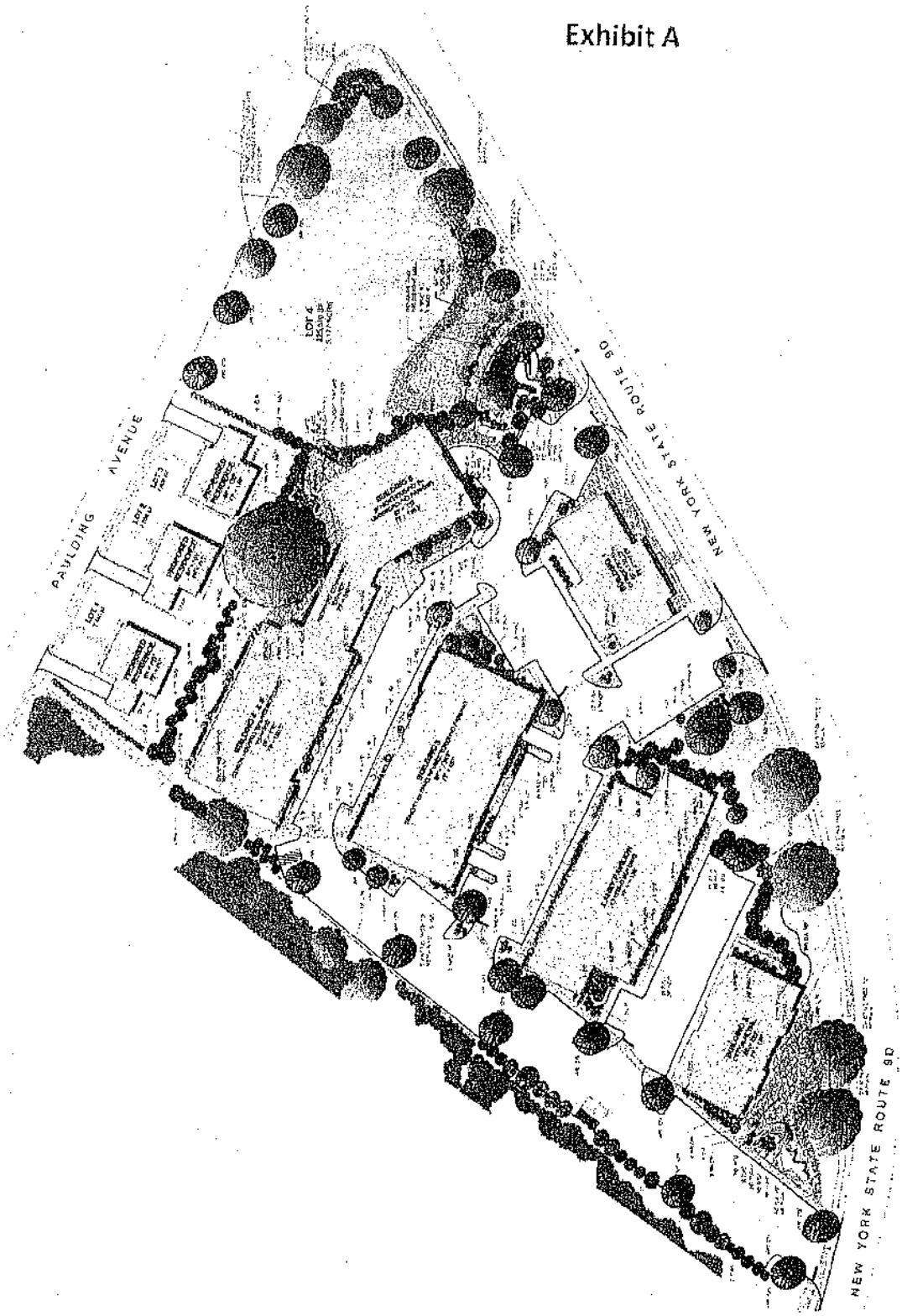

NEW YORK STATE ROUTE 9D
NEW YORK STATE ROUTE 9D
PAYLDING AVENUE
Lot 4

EXHIBIT B

Demises Premises:	Lahey Pavilion
Lease Term in years:	15 years
Lease Commencement Date:	Approximately _____ 1, 2016
Rent Commencement Date:	60 days after the Commencement Date
Lease Option:	One Ten-year option, notice to be provided to Landlord, no less than one year prior to end of the initial term of the lease.
Lease Option Rental:	Market Rate
Lease Termination Date:	15 years after the Commencement Date
Lease Liquidated Damages:	If Tenant desires to terminate lease, at any time, during initial five years, Tenant shall pay to Landlord, sum equal to one-year of rent and common charges at the rate at the time of termination.
Buildout:	Landlord to provide space as is
Base year rent:	$77,700.00 (approximately 6,000 sq.ft. @ $12.95/sq.ft. of rentable space).
Extra First year rent:	In the first year of the lease, Tenant shall pay an extra fee to Landlord of $61,000 which will be paid in 12 equal installments of $5,083.33 by the first of each month.
Annual Rent increases:	2% per year or CPI (whichever is higher) on each March 1st plus cam charges as calculated annually
First year cam charges: below)	$50,691.56 (approximately 6,000 sq.ft. @ $8.45 estimated as noted
	Cam shall be capped at 3.5% increases annually once fully established by the end of year two of the original fifteen year term of the Lease. The Landlord's management fee shall be capped at 3% of the sum of rent plus CAM.
	Estimated Annual CAM (first year):
	Real Estate Taxes (estimated) $30,000.00

Common area parking, trash container cleaning and cleaning (exterior)	705.88	
Electric (common lighting – parking lot)	1,058.82	
Snow Plowing (does not include removal off site)	4,981.94	
Landscaping (does not include open space)	1,905.88	
Irrigation (well power, pump, service contract)	776.47	
Sanitation	1,694.12	
Pest Control (exterior)	423.53	
Insurance	2,823.53	
Management	3,850.80	
Repairs – grounds/parking lot/parking lights/fence	1,411.76	
Repairs – building	1,058.82	
Total Estimated CAM		50,691.56
Estimated CAM per square foot		$8.45

EXHIBIT C

RULES AND REGULATIONS

1. Tenant covenants and agrees with Landlord to obey, in all respects, the following rules and regulations:

2. The delivery, shipping, loading or unloading of merchandise, supplies and fixtures to and from the demised premises shall be subject to such rules and regulations as in the reasonable judgment of the Landlord are necessary for the proper operation of the building or shopping area.

3. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the premises prepared for collection in the manner and at the times and place specified by Landlord.

4. Any antenna or aerial installed without the written consent of the Landlord shall be subject to removal without notice at any time.

5. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of the Landlord.

6. Tenant shall keep the premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

7. Tenant shall not place or permit any obstructions or merchandise in common areas..

8. Tenant and Tenant's employees shall park their cars only in those areas designated for the purpose by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars and cars of Tenant's employees within five (5) days after such changes occur.

9. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.

10. Tenant shall not burn any trash or garbage of any kind in or about the building.

11. Tenant will not utilize any advertising media or devices anywhere upon the land and buildings of the shopping center (other than its approved sign) without Landlord's express written consent.

12. Upon the expiration or other termination of the term of this Lease, Tenant shall quit and surrender to Landlord the demised premises, broom clean, in good order and condition, ordinary wear excepted.

13. The sidewalks, entrances, passages, courts, elevator, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by Tenant or used for any purpose.

14. No auction, fire, bankruptcy or selling-out sales shall be conducted on or about the premises without the prior written consent of the Landlord.

15. Tenant shall not permit any unlawful or immoral practice or business to be carried on or committed upon the demised premises.

16. Tenant shall not use the premises for any purpose or in any manner whatsoever which might create a nuisance or injure the reputation of the premises or of the complex..

17. Tenant will not, at any time, advertise its business on the premises as a discount center, discount store or discount house or advertise in any similar manner, indicating the aforementioned as its policy with regard to its entire business or any part thereof.

18. Tenant agrees that Landlord may from time to time amend, modify, delete or add new and additional reasonable rules and regulations for the use and care of the premises, the building of which the premises are a part and the common use areas. Tenant agrees to comply with all such rules and regulations upon posting of same in such place within the complex as Landlord may designate, provided that such rules and regulations shall apply uniformly to all Tenants of the complex and shall not prevent conduct of Tenant's business and as long as there is no material increase in costs to the Tenant.

Landlord initials

Tenant initials

Exhibit D

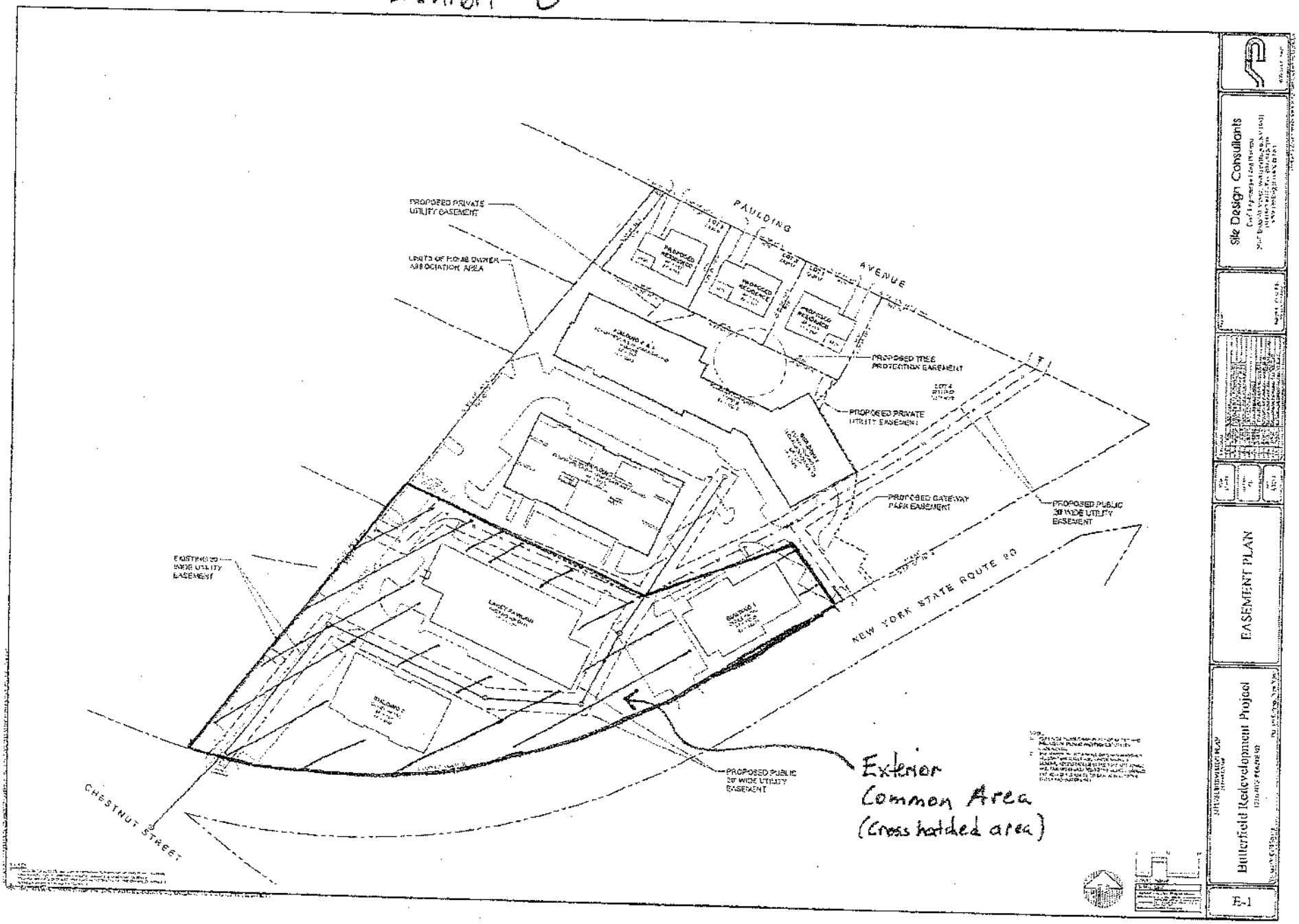
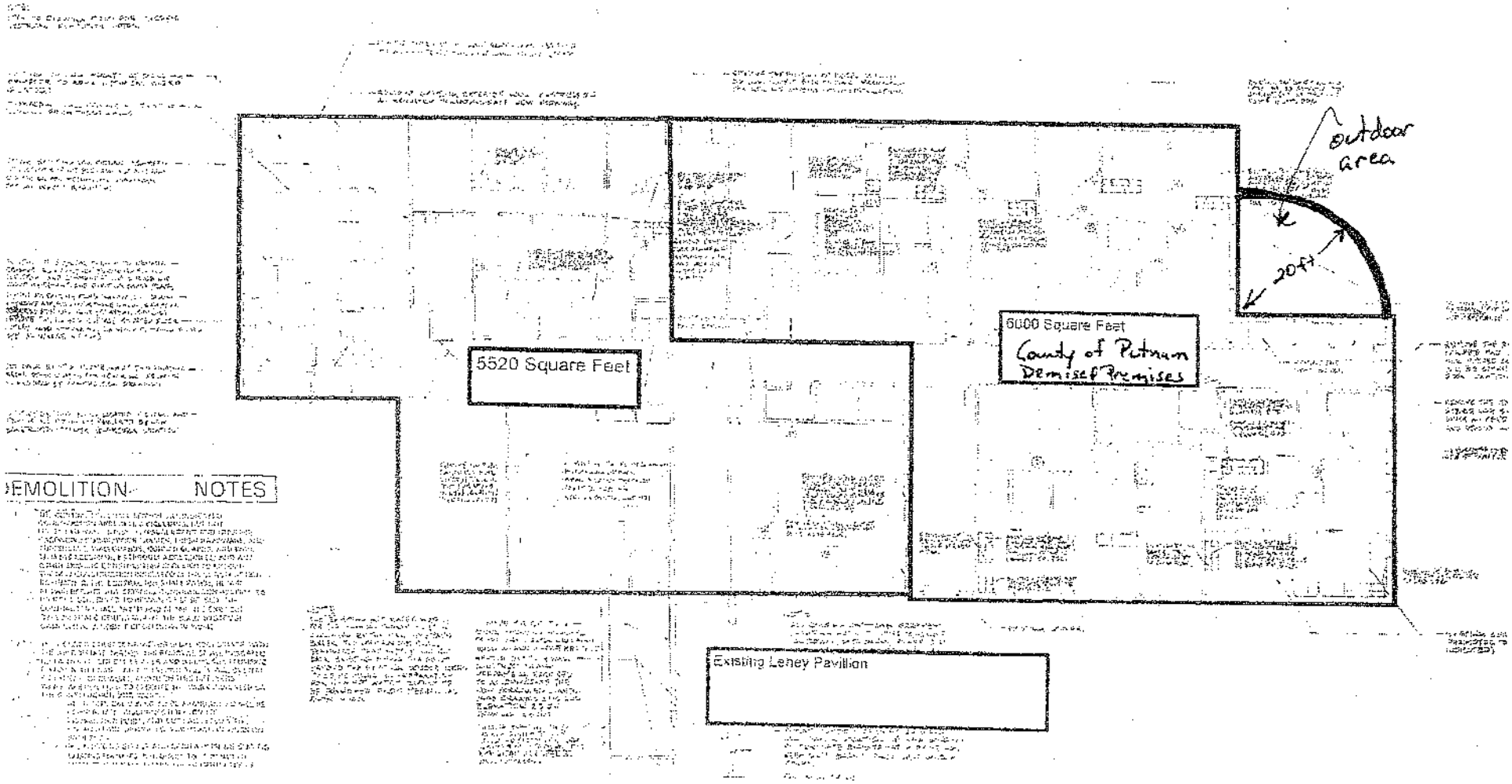

PAULDING AVENUE
PROPOSED PRIVATE UTILITY EASEMENT
LIMITS OF HOME OWNER ASSOCIATION AREA
PROPOSED TREE PROTECTION EASEMENT
PROPOSED PRIVATE UTILITY EASEMENT
PROPOSED GATEWAY PARK EASEMENT
PROPOSED PUBLIC 20' WIDE UTILITY EASEMENT
EXISTING 20' WIDE UTILITY EASEMENT
NEW YORK STATE ROUTE 90
PROPOSED PUBLIC 20' WIDE UTILITY EASEMENT
CHESTNUT STREET
Exterior Common Area (Cross hatched area)
Site Design Consultants
EASEMENT PLAN
Butterfield Redevelopment Project
E-1

Exhibit E


outdoor area
20ft
6000 Square Feet
County of Putnam
Demised Premises
5520 Square Feet
DEMOLITION NOTES
Existing Leney Pavilion

#6i

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

ADOPTION SEQRA NEGATIVE DECLARATION/ APPROVAL LEASE AGREEMENT/ APPROVAL LAND USE ZONING EXEMPTION FOR THE FACILITY / CELL TOWER / KERN BUILDING LOCATION

WHEREAS, the County of Putnam is the owner of the property located at 29 Milan Road, Brewster, New York a/k/a Town of Southeast TM # 45.-1-25 & 26 a/k/a the "Kern Building" (hereinafter the "Property"); and

WHEREAS, the County desires to use a portion of the Property for the installation of a wireless communications support structure in order to improve County wide wireless communications for emergency services; and

WHEREAS, Homeland Towers, LLC (hereinafter "Homeland") desires to use a portion of the Property to install the support structure and compound area necessary to accommodate the wireless coverage needs of various County Emergency Service Departments, in addition to providing the capacity for the collocation of private public utility wireless communication facilities in order to close significant gaps in reliable wireless service that exist in the vicinity of the Property within the County and avoid the proliferation of towers; and

WHEREAS, the County and Homeland desire to enter into a public-private partnership by entering into a lease agreement (hereinafter the "Agreement"), a copy of which is attached hereto as Schedule "A", for the purpose of constructing a 180-foot tower (the "Facility"), with County emergency service antennas located thereon and which shall provide for the collocation of commercial wireless communication facilities including antennas and related equipment on the Facility all of which shall be situated on or within a 2,400 square foot lease parcel; and

WHEREAS, the County Executive, pursuant to the authority granted to her under Section 31-22 of the Putnam County Code, has entered into negotiations with Homeland regarding the Agreement; and

WHEREAS, pursuant to Section 31-22 of the Putnam County Code, the County Executive has requested that the Putnam County Legislature approve the Agreement; and

WHEREAS, the Facility will provide and facilitate wireless telecommunications services essential for responding to accidents, natural disasters and for reporting medical emergencies and other dangers such as potential criminal activity; and

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

WHEREAS, the Agreement between the County and Homeland is for surplus County property not presently being utilized by the County and not anticipated to be needed by the County over the term of the Agreement other than for the placement of County antennas and equipment at the Facility; and

WHEREAS, the installation of a wireless communications facility and the approval of lease agreement thereof has been determined to be a SEQR Unlisted Action in accordance with the New York State Department of Environmental Conservation's Part 617; and

WHEREAS, in accordance with the requirements of SEQRA, a short Environmental Assessment Form ("EAF"), along with a natural resources inventory including wetlands and endangered species, a Federal Aviation Administration ("FAA") aeronautical evaluation, an antenna site Federal Communications Commission ("FCC") RF compliance assessment and report, and visual resource evaluation has been prepared to describe the potential environmental impacts associated with the project; and

WHEREAS, that unless otherwise objected to, the Putnam County Legislature previously determined, pursuant to Resolution # 166 of 2016, to declare itself and serve as "lead agency", as such term is defined in 6 NYCRR Part 617.2(u); and

WHEREAS, the Putnam County Department of Planning on behalf of the Putnam County Legislature, circulated said notice to serve as lead agency along with the short EAF and above noted supporting documentation to all involved and/or interested agencies on August 10, 2016 for the required thirty (30) day period; and

WHEREAS, the Putnam County Legislature has received no objection with respect to its intent to act as "lead agency" with respect to the implementation of SEQRA and, therefore, assumes Lead Agency status herein with respect to this project; and

WHEREAS, based upon a careful review of the action as a whole, of the EAF, supporting documents and of the criteria set forth in 6 NYCRR Part 617.7(c), and after considering all of the public input that has been received, the Putnam County Legislature, as "lead agency", has determined that the project will not have a significant adverse effect on the environment; and

WHEREAS, it is recognized under New York State Law that counties are accorded certain "immunity" from local zoning regulations; and

WHEREAS, the leading New York Court of Appeals decision, Matter of County of Monroe v City of Rochester, 72 N.Y.2d 338, 533 N.Y.S.2d 702 ("Monroe"), establishes the "balancing of the interests" approach for determining whether a project should be accorded immunity from local zoning regulations; and

WHEREAS, Monroe permits the County to determine whether or not it is in the public interest to subject a particular project serving governmental interests to local zoning; and

WHEREAS, Monroe discusses the following nine (9) factors for consideration when balancing the interests of the public and the governmental entity:

1) The nature and scope of the instrumentality seeking immunity;
2) The encroaching governmental entity's legislative grant of authority;
3) The kind of function or land use involved;
4) The effect local land use regulation would have upon the enterprise concerned;
5) Alterative locations for the facility in less restrictive zoning areas;
6) The impact upon legitimate local interests;
7) Alternative methods of providing the proposed improvement;
8) The extent of the public interest to be served by the improvements; and
9) The intergovernmental participation in the project development process

and an opportunity to be heard; and

WHEREAS, the County has analyzed each of the foregoing considerations to determine whether the Facility should be exempt from the local municipal zoning regulations and has determined that the Facility as proposed, should be exempt from such zoning regulations; now therefore be it

RESOLVED, that after duly noticed public hearings and upon the evidence adduced there at, it is hereby found and determined that based upon a review of the foregoing considerations, the Putnam County Legislature has adopted the following findings of fact:

1) Pursuant to Section 3 of New York State County Law, the County is a municipal corporation of the State of New York. Among other things, the County provides emergency and public safety protection to its residents. For example, the County operates an EMS department pursuant to Section 223-b of New York State County Law and a Sheriff's department pursuant to Article 17 of New York State County Law. Such departments rely heavily on wireless communications to protect the public health, safety and welfare. Reliable wireless communications are a critical resource that is necessary for the County to provide emergency and public safety protection. Therefore, the County is purely public in nature and is a governmental entity that provides an essential public service.

2) The Facility will be located within the municipal borders of the Town of Southeast ("Town") and within the County of Putnam. Pursuant to Section 31-22 of the Putnam County Code, the County has authority to lease surplus County-owned lands. Pursuant to Section 3 of New York State County Law, the County is a municipal corporation comprising the inhabitants within its boundaries and formed for the purpose of exercising such powers and discharging such duties of local government and administration of public affairs as may be imposed or conferred upon it by law.

3) The function or land use that is contemplated by the County under the Agreement is a wireless communications facility (the "Facility"). The Facility will consist of a 180-foot tower and compound to support the communication needs of various County departments, and to provide for the collocation of antennas operated by wireless public utility telecommunications service providers. Such collocation opportunities will decrease the proliferation of towers. The Facility will serve the public interest in that it allows the County public service and emergency service entities the ability to effectively communicate using the County's wireless systems. The Facility will also offer the general public and the County emergency service entities a wireless communications alternative particularly well suited for responding to accidents, natural disasters and for reporting medical emergencies and other dangers such as potential criminal activity. The County notes that federally licensed wireless services such as Verizon Wireless have been deemed to be essential public services by both New York State and Federal Courts. *See Cellular One v. Rosenberg*, 82 NY2d 364 (1993), and *Cellular Telephone Company v. Town of Oyster Bay*, 166 F.3d 490 (2d Cir. 1999).

4) Imposing local land use regulations on the proposed Facility would have the effect of unreasonably delaying an essential public need for immediate and

effective emergency response and reliable wireless communications. It is the public policy of the United States "to make available so far as possible, to all people of the United States a rapid, efficient, nationwide and world-wide wire and radio communication service with adequate facilities at reasonable charges, for the purpose of national defense, for the purpose of promoting safety of life and property through the use of wire and radio communication . . . [.]" 47 U.S.C. §151. The project will also further the goals and objectives established by Congress under the federal Telecommunications Act of 1996. The federal Telecommunications Act of 1996 is "an unusually important legislative enactment," establishing national public policy in favor of encouraging "rapid deployment of new telecommunications technologies (emphasis supplied)." *Reno v. ACLU*, 521 U.S. 844, 117 S.Ct. 2329, 2337-38, 138 L.Ed.2d 874 (1997). The federal Telecommunications Act of 1996 builds upon the regulatory framework for commercial mobile [radio] services which Congress established in 1993. Indeed, since 1993, it has been the policy of the United States to "foster the growth and development of mobile services that, by their nature, operate without regard to state lines as an integral part of the national telecommunications infrastructure." H.R. Rep. No. 103-111, 103d Cong., 1st Sess. 260 (1993) (emphasis added). In 1999, Congress expanded further upon this policy by enacting the Wireless Communications and Public Safety Act of 1999, Pub.L. 106-81, 113 Stat. 1286 (the "911 Act"). The "911 Act," empowered the FCC to develop regulations to make wireless 911 services available to all Americans. The express purpose of the Act, as articulated by Congress, was "to encourage and facilitate the prompt deployment throughout the United States of seamless, ubiquitous, and reliable end-to-end infrastructure for communications, including wireless communications, to meet the Nation's public safety and other communications needs" (emphasis added).

5) There are no alternative locations for the Facility in less restrictive zoning areas as such facilities are permitted in all Town zoning districts by conditional use permit. Moreover, the proposed location for the Facility at the subject Property is ideal in order to minimize aesthetic impacts to the greatest extent feasible based on the large size of the property and distance from neighboring uses, as demonstrated by the Visual Resource Evaluation. The Property already supports large scale municipal operations and, therefore, the location of the Facility on the Property will not be detrimental to the community. By controlling the location of the Facility on County property, the County can ensure that there is adequate infrastructure in place for the location of emergency communication antennas, while controlling the proliferation of new towers. Moreover, the Facility is part of an overall County wide wireless communications network. The location of the Facility fits within the existing County wide network and remedies gaps in service that currently hamper emergency services communications. The approval of the Agreement is also conditioned on Homeland making space available on up to three (3) other existing and/or proposed towers in the County, upon reasonable terms and conditions, thereby further expanding the County's wireless communications systems.

6) The Facility will not have an adverse environmental or other impact on the public because the Facility will be sited on a large parcel. The Facility will benefit the public interest by providing essential services and by producing revenue for the County, while also providing critical infrastructure for County emergency

wireless communications and public utility commercial wireless services and will be sited to minimize any potential adverse environmental impacts. The Facility will comply with all structural standards and will not adversely affect the health, safety or general welfare of the public. The Facility will not cause any harmful interference with the frequencies of any radio, television, telephone or other uses. The Facility will have no impact on pedestrian or vehicular traffic since the proposed use is unmanned requiring infrequent maintenance visits of approximately once per month. The Facility will not produce any smoke, gas, odor, heat, dust, noise above ambient levels, fumes, vibrations or flashing lights; the Facility will not generate solid waste, waste water or sewage, will not require water supply or waste disposal, and will not attract insects, vermin or other vectors. Any human exposure to electromagnetic energy from the Facility even under "worst case" conditions, will be several orders of magnitude below the exposure limits established by the FCC, the American National Standards Institute, the Institute of Electronic and Electrical Engineers, the National Council on Radiation Protection and Measurements, and the New York State Department of Health. The Facility will not impact any wetlands and will not be located within any wetland buffers.

7) Due to the topography of the County, the proposed height of the Facility is necessary to provide reliable wireless communications services in the local area and support collocation thereby discouraging the proliferation of towers.

8) The Facility will protect and promote the public interest in that it will serve and benefit the entire community by providing the infrastructure necessary to offer the public a wireless telecommunications services essential for protecting public health, safety, and welfare, including the provision of enhance 911 services.

9) The zoning exemption contemplated by this resolution shall apply and extend to the commercial public utility antennas and related equipment located on or associated with the Facility consistent with the decision of the New York State Court of Appeals in the Matter of Crown Communication New York, Inc., 4 N.Y.3d 159.

10) The Agreement is for County land that will not be required by the County over the term of the Agreement except to the extent that the County will place its antennas and equipment at the Facility. The County will benefit from the Agreement revenue as well as the ability to place its antennas and equipment on the Facility. Moreover, the public private partnership will result in the County not being required to expend significant resources to construct and maintain the necessary tower and supporting infrastructure.

11) The County Board of Legislators has reviewed the Agreement and has conducted a public hearing. All Involved/Interested Agencies, including the Town in which the Facility is located, have been notified of the proposal and offered the opportunity to comment; and be it further

RESOLVED, that the Putnam County Legislature designates itself as "Lead Agency" in this matter, as defined in 6 NYCRR Part 617.2(u); and be it further

RESOLVED, that the Putnam County Legislature, as "Lead Agency", hereby determines that the project will not have any significant adverse environmental impacts; and be it further

RESOLVED that a Draft Environmental Impact Statement will not be prepared; and be it further

RESOLVED, that the Putnam County Legislature, as "Lead Agency", hereby issues a Negative Declaration in connection with the project, a copy of which is attached hereto as Schedule "B", and be it further

RESOLVED, that the lease premises is surplus space owned by the County; and be it further

RESOLVED, that the Putnam County Legislature approves the Agreement between the County of Putnam and Homeland, in the form attached hereto and made a part hereof as Schedule "A", and that the Putnam County Executive is authorized to execute said Agreement, conditioned upon Homeland agreeing to make space available to the County over the next four (4) years on up to three (3) other existing and/or proposed towers in the County upon reasonable terms in conditions and free of rental charge, provided the County antenna and equipment specifications, tower locations and loading are similar to the specifications, tower locations and loading with respect to this facility. Moreover, the three (3) towers offered by Homeland to the County are all inclusive as the parties acknowledge that other agreements contain a similar provision and the number of sites is not intended to be cumulative (e.g. the number of sites offered by Homeland to the County is a total of three [3] among all agreements); and be it further

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the Agreement between the County and Homeland in the manner approved herein; and be it further

RESOLVED, that based upon the foregoing balancing of interests, it is not in the public interest to subject the Facility, including the collocation of commercial wireless facilities, to local zoning and land use regulations.

Corrected
Version 11/14/16

WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Agreement"), made this _____ day of _____, 20___, by and between the COUNTY OF PUTNAM, a New York municipal corporation having its principal offices at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "Town" or "Landlord"), and HOMELAND TOWERS, LLC, a limited liability company, having its principal offices at 22 Shelter Rock Lane, Building C, Danbury CT 06810 (hereinafter referred to as the "Tenant");

RECITALS:

WHEREAS, Landlord is the owner of a certain parcel of land located in the Town of Southeast at 29 Milan Road, designated as Tax Map No. 45-1-25 (the "Property"); and

WHEREAS, Tenant is in the wireless telecommunications business and desires to lease from Landlord approximately two thousand four hundred (2400) square feet of the Property, as shown on the site plan attached hereto as Exhibit "A," to construct Monopole for placement of antennas and placement of related ground equipment ("Telecommunications Facilities") for the use by Tenant and its subtenants, and other permittees in connection with the telecommunications business; and

WHEREAS, Landlord is willing to lease to Tenant and Tenant is willing to lease from Landlord the Premises (as hereinafter defined) upon the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Lease, the Landlord and Tenant do hereby mutually agree as follows:

2016 NOV 14 PM 12:00
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

SECTION 1 – LEASED PREMISES

Landlord leases to Tenant and Tenant leases from Landlord approximately two thousand four hundred (2,400) square feet of ground space shown on the Site Plan attached hereto as Exhibit "A" (1 page) to construct, maintain and operate a communications tower and related ancillary facilities and improvements (collective "Monopole" or "Tower) for the transmission and reception of communication signals and to accommodate the installations of at least five (5) telecommunications providers (hereinafter referred to as "Customers"), including without limitation, radio equipment cabinets, and to construct, operate and maintain antennas on the proposed Monopole, all in accordance with the Site Detail Plan and Elevation attached hereto as Exhibit "B" (2 pages). The foregoing are collectively referred to as the "Premises."

SECTION 2 – TERM

The initial term of this Lease will be ten (10) years from the "Commencement Date" specified below and shall automatically renew for up to six (6) additional terms of five (5) years each unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding renewal term. The initial term and each successive renewal term shall be referred to herein as the "Term."

SECTION 3 – RENT

Commencing on the first day of the month following receipt by Tenant of rent from the first Customer installed at the Premises (the "Commencement Date") the County of Putnam will receive Two Thousand Dollars ($2,000.00) per month or Thirty Five percent (35%) of all gross rents collected by Tenant from subtenants, whichever is higher (the "Rent"), paid monthly in advance, which Tenant will pay to Landlord at the Landlord's address written above or to such other address as Landlord will designate to Tenant in writing at least thirty (30) days prior to the following date that the Rent is due. If the Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the

Term and the denominator of which is the total number of days in the full calendar month. On each annual anniversary of the Commencement Date of this Agreement, the monthly Rent will increase by three percent (3%) of the monthly rent paid during the previous year of the Term for the initial Term of this Lease. Each such year shall commence on the corresponding anniversary of the Commencement Date. The term "gross rentals" shall mean recurring rental payments actually received by Tenant from a Customer for the occupancy and use of all or any part of the Premises.

SECTION 4 – USE OR PREMISES; COMPLIANCE WITH LAW

(A) Tenant and its Customers shall use the Premises for, among other things, the construction, operation and maintenance of a Monopole to provide communications services, including without limitation, antennas, an equipment base station and the spaces required for cable runs to connect the equipment and the antennas, in the location shown on Exhibit "B." Tenant shall have the right to alter, improve, change, replace, remove, withdraw, supplement, extend and make substitutions for Tenant's antennas, equipment and other facilities.

(B) Tenant shall, at its expense, comply with all applicable present and future federal, state and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation, and Federal Aviation Administration ("FAA") approval of Tenant's Monopole) in connection with the use, operation, maintenance, construction and/or installation of the Premises. It is understood and agreed that Tenant's ability to use the Premises is contingent upon its obtaining, after the execution date of this Agreement, a satisfactory building structural and environmental analysis, if Tenant so requires, and all of the certificates, permits, licenses and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities which will permit Tenant use of the Premises as set forth herein. Landlord shall cooperate with Tenant, at Tenant's expense, in its effort to obtain such approvals.

(C) In the event that the structural or environmental analysis is unsatisfactory to Tenant, or any of such applications for such Governmental Approvals should be finally rejected or Tenant determines that such Governmental Approvals may not be obtained in a timely manner, or any Governmental Approval issued to Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or that Tenant determines that the site is no longer technically compatible or otherwise suitable for its use, or that Tenant, in its sole discretion, will be unable to use the Premises or its intended purposes, Tenant shall have the right to terminate this Agreement upon thirty (30) days written notice to Landlord.

(D) Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the Tenant. All Rent paid to said termination date shall be retained by Landlord. Upon such termination, this Agreement shall become null and void and the parties shall have no further obligations, including the payment of money, to each other.

SECTION 5 – LANDLORD'S USE OF PREMISES

(A) Tenant shall have the sole right to lease space within the Premises and on the Monopole to Customers for placement of their antenna equipment. The Customers seeking to install the additional antennas upon the Monopole shall provide, at its expense, sufficient information as may be reasonably required by Tenant to determine that the new proposed use will not interfere with Tenant's use of the Monopole. Tenant shall not unreasonably withhold its approval of any such use.

(B) Tenant shall construct its Tower to allow for at least five (5) Customers to place antennas on the Tower. Tenant shall, subject to good faith negotiations, lease available space on the Tower to Customers that may desire to place antennas on the Tower. Tenant shall lease available space on such reasonable terms and conditions so as not to unduly discourage other Customers from leasing such space. Any additional tenants obtaining leased Tower space from Tenant shall become subtenants of Tenant.

(C) Subject to the above limitations, Tenant shall be responsible for the cost of installing the equipment provided by Landlord on the Tower, provided that all such equipment and/or improvements will not interfere with existing tenants or users, such equipment is directly owned and operated by Landlord and such equipment is made available to Tenant prior to the commencement of construction of the Tower. Likewise, Tenant's equipment and/or improvements must not interfere with existing tenants or users. Any equipment installed by Landlord, shall be limited as follows: (i) the bottom of any antenna or equipment shall be equal to or higher than the top of the Tower; or (ii) the top of any antenna or equipment shall not exceed the one hundred thirty eight foot (138') level on the Tower, measuring from the bottom of the Tower. Landlord shall provide Tenant with a list of current operating frequencies within ninety (90) days of full execution of this Agreement, for any equipment that may potentially be installed on the Tower.

SECTION 6 – TENANT IMPROVEMENTS

(A)(1) Tenant may improve the Premises by constructing a communications tower and ancillary support facilities and structures (collectively the "Tower") on the Premises. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval, such approval not to be unreasonably withheld. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by Landlord and all necessary permits have been properly issued. Landlord shall respond to Tenant's plans within thirty (30) business days after receipt of such plans.

(A)(2) Such plans shall include: Fully dimensioned Premises plans (such as, but not limited to, site plans, construction documents, lease exhibits, etc.) that are drawn to scale and show (i) the proposed location of antennas, equipment shelter or pad, driveway and parking areas; (ii) the proposed landscape plan; (iii) the proposed type and height of fencing; (iv) the proposed color of all structures, including fencing; (v) the

proposed type of construction material for all structures, including fencing, and any other details that Landlord may reasonably request.

(A)(3) Prior to commencing construction, Tenant shall also provide Landlord with the name of the contractor that will be constructing the improvements. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

(A)(4) Intentionally deleted

(B)(1) The Tower shall remain the property of the Tenant and Tenant shall, at Landlord's request, remove the Tower (excluding the Tower's foundation, underground utilities and footings) within ninety (90) days following termination or expiration of this Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Landlord or any of Landlord's assignees or lessees. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal (such Landlord consent shall be written), title to the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove the same. Any personal property, equipment or other improvements which are not removed within ninety (90) days after the termination of this Lease shall, upon ten (10) days notice become the property of Landlord, at Landlord's option.

(B)(2) Upon removal of the improvements (or portion thereof) as provided above in subpart (1), Tenant shall restore the affected area of the Premises to substantially the same condition as existed prior to the installation of Tenant's improvements, excluding the tower foundation, reasonable wear, tear and casualty loss.

(B)(3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (1) and (2) above shall be borne by Tenant, subject to paragraph 11 herein, and Tenant shall hold Landlord harmless from any portion thereof.

SECTION 7 – ELECTRICAL

If permitted by the local utility company servicing the Property, Tenant shall furnish and install its own direct meter for electricity. Landlord makes no representation as to adequacy of electrical service. It is Tenant's responsibility to install necessary transmission lines and equipment for the additional load needed by Tenant or any subtenant or permittee of Tenant; provided, however, that Tenant shall have no obligation to supply, or otherwise provide or make available electrical or other utility service to any public agency, department or entity which shall occupy or use the Monopole or any portion of the Premises or Property. The foregoing notwithstanding, Tenant will arrange for an electric meter to be installed at the site so that the Landlord may obtain power for the equipment Landlord requests to be installed in connection with service to be provided from the Tower.

SECTION 8 – ACCESS

Landlord and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Premises; provided that Landlord provides prior telephonic notice to Tenant at 1-203-2976345 and Landlord shall not enter the interior of structures housing telecommunications equipment. Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, provided it does not interfere with Landlord's operations on the Premises.

SECTION 9 – INDEMNIFICATION

Tenant shall take all necessary precautions and place proper safeguards for the prevention of accident, and shall indemnify and save harmless the County of Putnam, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or

property arising from Tenant's use and occupancy of the Premises or any contiguous property owned by Landlord resulting from the acts or omissions of Tenant, its agents, employees, contractors and subcontractors, except to the extent such claims or damages were in existence prior to Tenant's installation at the Premises and/or to the extent same may be due to or caused by the acts of Landlord, its servants or agents, all of which Landlord shall be solely responsible and indemnify and hold Tenant harmless therefrom.

SECTION 10 – INSURANCE

(A) The parties agree that the insurers shall have no right to recovery or subrogation against either Landlord or Tenant (including employees and other agencies) with respect to the standard fire insurance policy carried by each party for any and all losses covered by such insurance.

(B) Landlord shall maintain adequate comprehensive general liability and property liability insurance or self-insure in accordance with New York law. Tenant shall, at its own cost and expense, provide the following insurance coverage and provide a certificate of insurance to Landlord:

(1) Worker's Compensation and Employer's Liability Policy, covering operations in New York State.

(2) Comprehensive General Liability Policy, with limits of no less than $1,000,000/$2,000,000 Bodily Injury and Property Damage, and including coverage for:

(a) Products/completed operations
(b) Independent contractors
(c) Explosive, collapse and underground losses
(d) Contractual liability
(e) Broad form property damage liability
(f) Personal injury
(g) County of Putnam shall be named as an "additional insured" on the certificate of insurance.

(C) Owner's Protective Liability. Tenant and each of its contractors shall obtain Owner's Protective Liability insurance so that the Landlord shall be protected as the owner of the Premises from claims for damages

for personal injury, liability, accidental or wrongful death, as well as property damage, which may arise from operation on the leased premises. Tenant shall also require each of its contractors to obtain the insurance set forth in Section 10(B)(1) and (2) above.

(D) Tenant's Equipment. Tenant shall insure all equipment, tools, enclosures and vehicles owned, leased or used by Tenant and shall evidence coverage with a certificate of insurance. Tenant shall hold Landlord harmless for any loss or damage to such equipment, tools, enclosures and said vehicles, except to the extent such loss or damage is caused by Landlord.

(E) Certificates shall provide that at least thirty (30) days written notice, by mail, prior to cancellation or expiration be given to the County of Putnam. Policies that lapse and/or expire during the term of work shall be re-certified and received by the County of Putnam no less than twenty (20) business days after expiration or cancellation.

(F) After fifteen (15) years from the Commencement Date of this Lease, Landlord shall have the right to request that the insurance limits set forth in this section be reasonably increased in accordance with telecommunications industry standards.

SECTION 11 – REMOVAL UPON TERMINATION

Tenant, upon termination of this Agreement, shall within ninety (90) days of receipt of written direction from Landlord, remove its equipment, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted, subject to Section 6(B)(1) of this Agreement. Landlord agrees and acknowledges that all of the equipment, fixtures and personal property of Tenant shall remain the personal property of Tenant, and Tenant shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes Tenant to remain in the Premises for more than ninety (90) days after termination or expiration of this Agreement, Tenant shall pay Rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer

payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed. Any claims related to the condition of the Premises must be presented by Landlord in writing to Tenant within ninety (90) days after Tenant's removal of its installation at the Premises, or Landlord shall be deemed to have irrevocably waived any and all such claims.

SECTION 12 – RIGHTS UPON SALE

Should Landlord, at any time during the Term of this Agreement, decide to sell all or any part of the Property to a purchaser other than Tenant, such sale shall be under and subject to this Agreement and Tenant's rights hereunder. If during the term of this Agreement, LANDLORD receives a bona fide offer ("Bona Fide Offer") from an unaffiliated third party to lease or purchase the Property (in whole or in part), LANDLORD's interest under this Agreement, LANDLORD's rights to receive rents under the term of this Agreement and/or the portion of the Property on which the Leased Premises is located ("Subject Property"), whether in fee or by grant of an easement and/or to enter into a lease or option after the term of this Agreement that LANDLORD is willing to accept, TENANT shall have the right of first refusal ("Right of First Refusal") to so lease or purchase the same. LANDLORD shall provide TENANT with a written copy of the Bona Fide Offer and TENANT shall have not less than thirty (30) days following its receipt thereof to notify LANDLORD in writing as to whether it wishes to exercise its Right of First Refusal with respect thereto. If TENANT exercises its right to purchase the Subject Property, such purchase shall be made pursuant to all of the terms and conditions set forth under the Bona Fide Offer. If TENANT fails to exercise its Right of First Refusal, this Agreement hereunder shall remain in full force and effect. Moreover, if TENANT fails to so exercise its Right of First Refusal, then such Right of First Refusal shall lapse with respect to the Bona Fide Offer (but not with respect to any subsequent Bona Fide Offers if LANDLORD fails to sell or lease to the third party in strict accordance with the terms of the Bona Fide Offer within one hundred eighty days (180) of the date of TENANT's waiver of such Right of First Refusal).

SECTION 13 – QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent and performing covenants shall peaceably and quietly have, hold and enjoy the Premises. Landlord agrees that, during the Term of this Agreement, Tenant will have the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that Landlord shall not itself operate wireless telecommunications facilities on the Property, or any portion thereof, nor will Landlord grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by Landlord, to any other person or entity for the operation of antenna and/or telecommunications facilities.

SECTION 14 – TITLE

Landlord represents, warrants and covenants that Landlord alone is seized of good and clear title and interest to the Property, has full authority to enter into and execute this Agreement, and has taken all necessary action required to approve and fulfill its obligations under this Agreement and has authorized the signatories to sign same. Landlord further represents, warrants and covenants that: (i) there are no other liens, judgments or impediments of title on the Property, or affecting Landlord's title to the same and that there are no covenants, easements or restrictions or violations which prevent or impede the use of the Property by Tenant as set forth herein; and (ii) the Property is not designated a landmark or in a landmark district and has never been on any list of a governmental authority requiring cleanup or closure because of contamination by any pollutants or hazardous or toxic substances, materials or wastes (collective "Hazardous Materials"). Landlord agrees to indemnify and hold Tenant, its successor and assigns, and any subtenant of Tenant, harmless from any claim, demand, action, damages, costs (including without limitation, attorneys fees), proceedings and or any other filing that directly or indirectly results from any errors or inaccuracies in the foregoing representations, warranties and covenants by Landlord.

SECTION 15 – INTEGRATION

It is agreed and understood that this Agreement contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either the Landlord or the Tenant in any dispute, controversy or proceeding by law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights, and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

SECTION 16 – GOVERNING LAW

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York.

SECTION 17 – ASSIGNMENT

Consistent with the provisions of Section 72-p of the New York State General Municipal Law, Landlord approves of the following: (i) this Agreement may be sold, assigned (whether in whole or in part) or transferred by Tenant to the Tenant's principal, affiliates, subsidiaries of its principal, or to any entity which is the successor to Tenant by reason of a merger, acquisition or other business reorganization, or to any entity which purchases all or substantially all of Tenant's assets in the market as designated by the Federal Communications Commission in which the Property is located, or to any entity licensed by governmental agencies to operate a wireless communications system; (ii) that Tenant shall have the right to sell, assign or transfer this Agreement to a joint venture comprised of Tenant, its parent, affiliate or subsidiary of its principal;

and (iii) that Tenant shall have the right, to license or sublet the Premises to its Customers for the purpose authorized in Section 4(a) of this Agreement, provided, however, that any such use by Tenant's Customers shall be subject to all terms and conditions of this Agreement. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of Landlord, which such consent will not be unreasonably withheld or delayed, but Landlord shall not be required to give consent where the installation does not continue to be operated by an entity licensed by governmental agencies to operate a wireless communication system.

SECTION 18 – NOTICES

All notices, requests, demands, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement, shall be in writing signed by the notifying party or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO LANDLORD: PUTNAM COUNTY ATTORNEY
48 Gleneida Avenue
Carmel, NY 10512

TO TENANT: HOMELAND TOWERS, LLC
Attn: Site Administration
22 Shelter Rock Lane, Building C
Danbury CT 06810
Phone: (914) 490-0124

or to any other address or contact information as Landlord or Tenant shall provide in writing.

SECTION 19 – SUCCESSORS

This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

SECTION 20 – SUBORDINATION AND NON-DISTURBANCE

(a) At Landlord's option, this Agreement shall be subordinate to any mortgage or other security interest by Landlord which from time to time may encumber all or part of the Property or right-of-way; provided, however, that every such mortgage or security interest shall recognize the validity of this Agreement in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Property as long as Tenant is not in default of this Agreement. Tenant shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest now or in the future, Landlord immediately after this Agreement is executed, will obtain and furnish to Tenant, a non-disturbance agreement and attornment agreement for each such mortgage or other security interest in recordable form. In the event Landlord defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Tenant may, at its sole option and without obligation, cure or correct Landlord's default and upon so doing, Tenant shall be subrogated to any and all rights, title, liens and equities of the holders of such mortgage or security interest, and Tenant shall be entitled to deduct and setoff against all rights that may otherwise become due under this Agreement the sums paid by Tenant to cure or correct such defaults.

(b) For purposes of allowing Tenant to satisfy its lender's continuing rights with respect to Tenant's property on the Premises, and with respect to Tenant's rights and interests under this Agreement, Landlord agrees as follows:

(i) Landlord shall recognize the subleases and/or licenses of all Customers of Tenant on the Premises, and, notwithstanding any default hereunder by Tenant, will permit such Customers to remain in occupancy thereof so long as such Customer is not in default of any material obligation under its sublease/license with Tenant beyond any applicable notice and cure period;

(ii) Landlord consents to the granting by Tenant of a lien and security interest in and/or mortgaging of

Tenant's interest in this Agreement and all of Tenant's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by Tenant's mortgagee of its rights of foreclosure with respect to such mortgagee's lien and/or security interest. Landlord agrees to recognize Tenant's mortgagee as Tenant hereunder upon any such exercise by Tenant's mortgagee of its rights of foreclosure. Landlord further agrees (A) to subordinate any lien or security interest which it may have which arises by law or pursuant to this Agreement to the lien and security interest of Tenant's mortgagee in the collateral securing all indebtedness at any time owed by Tenant to its mortgagee (collectively the "Collateral"), and (B) that, upon an event of default by Tenant under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of Tenant's mortgagee, Tenant's mortgagee shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the Landlord of any rights which it may have or claim to have therein, including, but not limited to, the right to enter upon the Premises and remove the Collateral free and clear of any applicable lien or security interest of Landlord;

(iii) Within a reasonable time after the occurrence thereof, Landlord shall give Tenant's lender written notice of any breach or default of the terms of this Agreement that is not cured by TENANT within any applicable notice and cure period(s) (an "Uncured Tenant Default"). As of the Effective Date of this Agreement, notices to Tenant's lender are to be addressed to: Goldman Sachs Specialty Lending Group, LP, ATTN: InSite Account Manager, 6011 Connection Drive, Irving, TX 75039, or to such other address/and or lender as may be specified by Tenant from time to time during the Term hereof. Landlord further agrees that no default shall be deemed to have occurred under this Agreement unless Landlord gives the notice required to lender that is required by this paragraph, and that in the event of any Uncured Tenant Default, lender shall have the right, to the same extent and with the same effect as Tenant, for the period set forth in this Agreement, to cure or correct any such Uncured Tenant Default,

whether the same shall consist of the failure to pay rent or the failure to perform, and Landlord agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the Tenant; and

(iv) Landlord acknowledges and agrees that nothing contained in this Agreement shall construed as obligating Tenant's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty, or liability of Tenant under this Agreement.

SECTION 21 – RECORDING

Landlord agrees to execute a memorandum of agreement, attached hereto as Exhibit "C" of this Agreement, which Tenant may record with the appropriate recording officer, provided that Tenant shall deliver a termination of memorandum of this Agreement which shall be held in escrow and may be recorded on the termination or expiration of this Agreement. The date set forth in the memorandum of lease is for recording purposes only and bears no reference to commencement of either Term or Rent payments.

SECTION 22 – DEFAULT

In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, in accordance with Section 4(D) of this Agreement, without any penalty or further liability, in the event there is a default by either party with respect to any of the provisions of this Agreement or its obligations under it, including the payment of Rent by Tenant. The non-breaching party shall provide written notice to the breaching party. After receipt of such written notice, Tenant shall have fifteen (15) days in which to cure any monetary default and either party shall have thirty (30) days in which to cure any non-monetary default; provided however the breaching party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that reasonably requires more than thirty (30) days and the breaching party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Neither party may not maintain any action or effect

any remedies for default against the other unless and until the applicable cure period has lapsed. In addition, except in an emergency, neither party will cure any alleged default by the other until after the expiration of the time to cure such default. If either party shall cure the default of the other pursuant to the foregoing, then such party shall submit a bill for the reasonable cost of affecting such cure on the other party's behalf and the same shall be paid promptly upon receipt.

SECTION 23 – ENVIRONMENTAL

Landlord will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to the Property, unless such conditions or concerns are caused solely by the activities of Tenant.

SECTION 24 – CONDEMNATION

In the event of any condemnation of the Property, Tenant may terminate this Lease upon fifteen (15) days written notice to Landlord if such condemnation may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days. Tenant may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss if its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease.

SECTION 25 – BROKER

Landlord and Tenant represent to each other that they have not negotiated with any broker or agent in connection with this Lease. Landlord and Tenant agree that, should any claim be made against the other for a broker's commission, finder's fee or the like by reason of the acts of such party, the party upon whose acts such claim is predicated shall indemnify and hold the other party free and harmless from all losses, costs, damages, claims, liabilities and expenses in connection therewith (including, but not limited to, reasonable attorneys fees) and shall defend such action by counsel reasonably acceptable to the indemnified other party.

SECTION 26 – SUBMISSION OF LEASE

The submission of this Lease for examination does not constitute an offer to lease the Premises, and this Lease becomes effective only upon the full execution of this Lease by the parties hereto. Each of the parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

SECTION 27 – APPLICABLE LAWS

Tenant shall use the Premises as may be required or permitted by applicable laws, rules and regulations. Landlord agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with Tenant regarding any compliance required by Tenant in respect to its use of the Premises.

SECTION 28 – OIL, GAS AND MINERAL RIGHTS

Landlord does not grant, lease, let or demise hereby, but expressly excepts and reserves herefrom all right to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Premises or Easement Area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and

provisions of any valid oil, gas and mineral lease covering the Premises or any part thereof, now of record in the office of the County Clerk; provided, however, that any future oil, gas or mineral lease covering the above-described lands, or any part thereof, will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities and interests granted to Tenant under the terms of this Lease.

SECTION 29 – MISCELLANEOUS

(A) The parties acknowledge that each has had an opportunity to review and negotiate this Lease and have executed this Lease only after such review and negotiation. The parties further agree that this Lease shall be deemed to have been drafted by both Landlord and Tenant and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

(B) Tenant shall notify Landlord of the technical parameters of the Telecommunications Facilities upon installation and upon making any material changes to the frequencies or the effective radiated power of the Telecommunications Facilities. Periodically, as required by federal, state and/or local laws or regulations, Landlord will have a Maximum Permissible Exposure (MPE) Analysis performed by a professional engineer licensed in the State of New York. The professional engineer must be acceptable to Tenant.

(C) Tenant will be responsible for a pro rata share of the cost of the MPE Analysis. In the event that Tenant makes a material change (excluding routine maintenance, and like kind exchanges of the antennas and related equipment) to the Telecommunications Facilities, Tenant shall be solely responsible for the cost of the MPE Analysis. The results of the MPE Analysis will be furnished to each Customer. Payment for the MPE Analysis shall be made in advance and within forty-five (45) days of the invoice date.

SECTION 30 – SURVIVAL

The provisions of this Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which

require performance subsequent to the termination or expiration of this Agreement shall also survive termination or expiration.

SECTION 31 – CAPTIONS

The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

SECTION 32 – RELOCATION

(A) Intentionally Omitted

(B) Intentionally Deleted

(C) Intentionally Deleted

(D) Intentionally Deleted

SECTION 33 – SCREENING

Throughout the entire Term of this Lease, including any extensions thereof, Tenant must maintain screening of the equipment located on the ground as shown on the site plan, including but not limited to, a six (6) foot fence with green privacy slats and white pine trees as shown on the site plan.

SECTION 34 - ADDIITONAL SITES

Homeland agrees to make space available to the County over the next four (4) years on up to three (3) other existing and/or proposed towers in the County upon reasonable terms in conditions and free of rental charge, provided the County antenna and equipment specifications, tower locations and loading are similar to the specifications, tower locations and loading with respect to this facility. Moreover, the three (3) towers offered by Homeland to the County are all inclusive as the parties acknowledge that other agreements contain a similar provision and the number of sites is not intended to be cumulative (e.g. the number of sites offered by Homeland to the County is a total of three [3] among all agreements).

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinafter set forth.

COUNTY OF PUTNAM (Landlord)

_____

By:
Title:

HOMELAND TOWERS, LLC (Tenant)

_____

By:
Title:

STATE OF NEW YORK)
) SS:
COUNTY OF PUTNAM)

On the ____ day of _____, 2016, before me, the undersigned personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

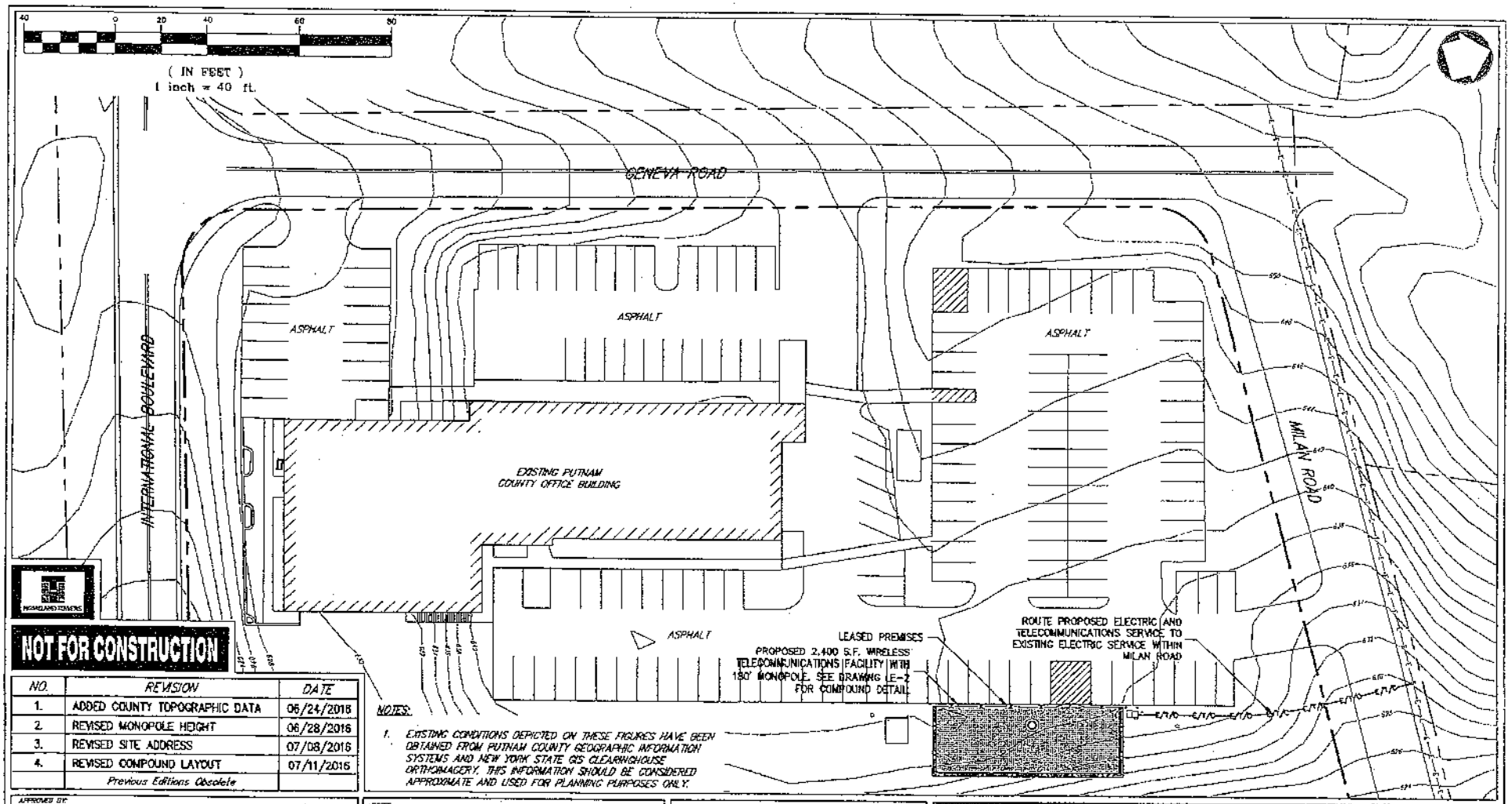
STATE OF _____)
) SS:
COUNTY OF_____)

On the ____ day of _____, 2016, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT "A"

SITE PLAN



NOT FOR CONSTRUCTION

NO.	REVISION	DATE
1.	ADDED COUNTY TOPOGRAPHIC DATA	06/24/2016
2.	REVISED MONOPOLE HEIGHT	06/28/2016
3.	REVISED SITE ADDRESS	07/08/2016
4.	REVISED COMPOUND LAYOUT	07/11/2016
	Previous Editions Obsolete	

NOTES:

1. EXISTING CONDITIONS DEPICTED ON THESE FIGURES HAVE BEEN OBTAINED FROM PUTNAM COUNTY GEOGRAPHIC INFORMATION SYSTEMS AND NEW YORK STATE GIS CLEARINGHOUSE ORTHOIMAGERY. THIS INFORMATION SHOULD BE CONSIDERED APPROXIMATE AND USED FOR PLANNING PURPOSES ONLY.

APPROVED BY:

OWNER/SAC: _____ DATE: _____

APPROVED BY:

CONSTRUCTION: _____ DATE: _____

APPROVED BY:

RF ENGINEER: _____ DATE: _____

LESSEE:

HOMELAND TOWERS, LLC
22 SHELTER ROCK LANE, BLDG. C
DANBURY, CT 06810

COPYRIGHT © 2016 by JMC All Rights Reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of JMC PLANNING, ENGINEERING, LANDSCAPE ARCHITECTURE & LAND SURVEYING, PLLC | JMC SITE DEVELOPMENT CONSULTANTS, LLC | JOHN MEYER CONSULTING, INC. (JMC). Any modifications or alterations to this document without the written permission of JMC shall render them invalid and unusable.

NY188 – KERN OVERALL SITE PLAN

KERN WIRELESS TELECOMMUNICATIONS FACILITY
29 MILAN ROAD
TOWN OF SOUTHEAST, NEW YORK 10579

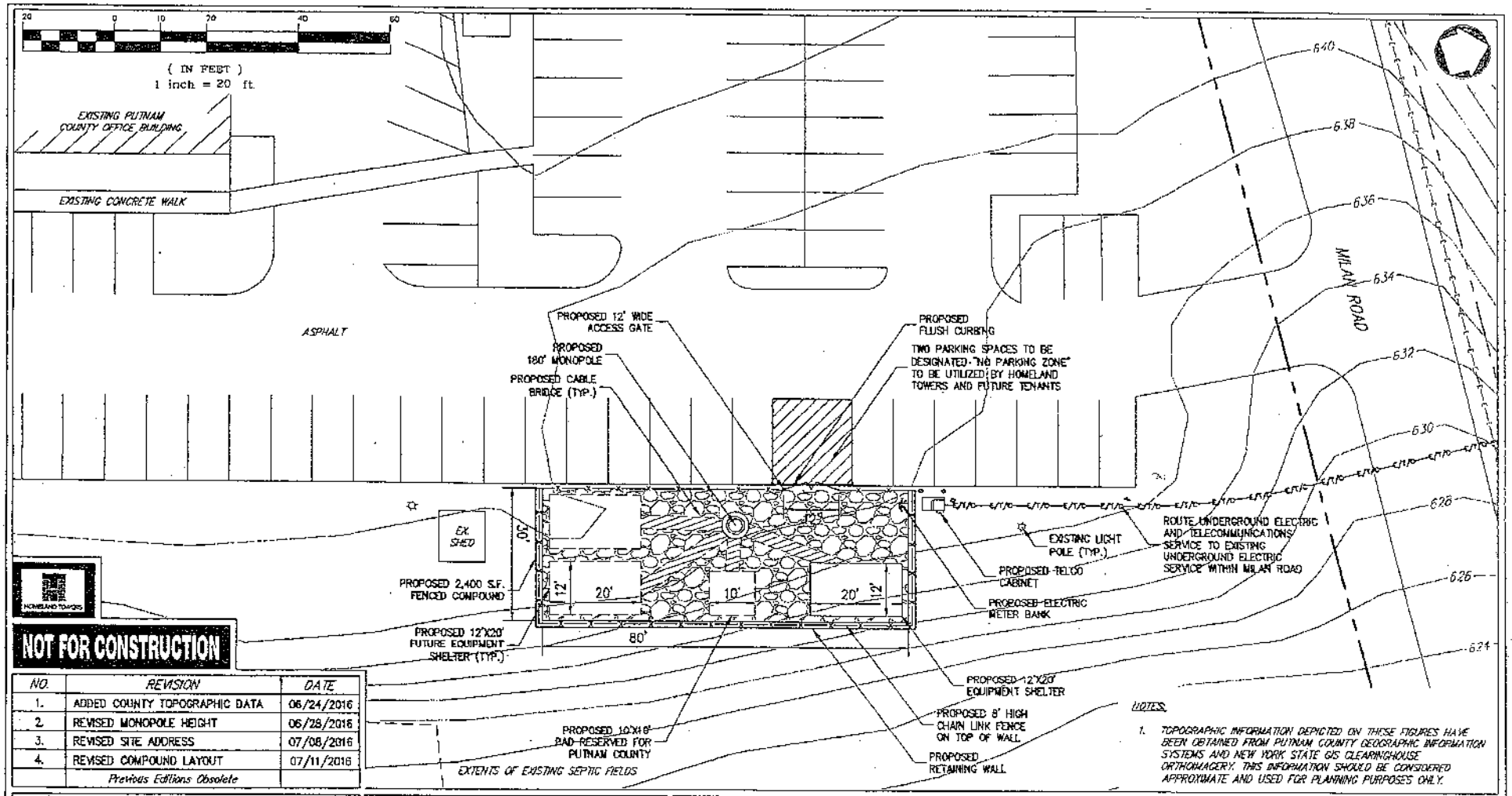
JMC
JMC Planning, Engineering, Landscape Architecture & Land Surveying, PLLC
JMC Site Development Consultants, LLC
John Meyer Consulting, Inc.
120 BEDFORD ROAD • ARMONK, NY 10504
voice 914.273.5225 • fax 914.273.2102
www.jmcpllc.com

DRAWN: PD	APPROVED: RR
SCALE: 1" = 40'	
DATE: 05/10/2016	
APPD. NO.: 16087	
DWG: 16087-LE	SHT: LE-1
SITE NUMBER: NY188 – KERN	

LE-1

EXHIBIT "B"

SITE DETAIL PLAN AND ELEVATION



NOT FOR CONSTRUCTION

NO.	REVISION	DATE
1.	ADDED COUNTY TOPOGRAPHIC DATA	06/24/2016
2.	REVISED MONOPOLE HEIGHT	06/28/2016
3.	REVISED SITE ADDRESS	07/08/2016
4.	REVISED COMPOUND LAYOUT	07/11/2016
	Previous Editions Obsolete	

NOTES:

1. TOPOGRAPHIC INFORMATION DEPICTED ON THESE FIGURES HAVE BEEN OBTAINED FROM PUTNAM COUNTY GEOGRAPHIC INFORMATION SYSTEMS AND NEW YORK STATE GIS CLEARINGHOUSE ORTHOIMAGERY. THIS INFORMATION SHOULD BE CONSIDERED APPROXIMATE AND USED FOR PLANNING PURPOSES ONLY.

APPROVED BY:
OWNER/SAC: _____ DATE: _____
APPROVED BY:
CONSTRUCTION: _____ DATE: _____
APPROVED BY:
RF ENGINEER: _____ DATE: _____

LESSEE:
HOMELAND TOWERS, LLC
22 SHELTER ROCK LANE, BLDG. C
DANBURY, CT 06810

COPYRIGHT © 2016 by JMC All Rights Reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of JMC PLANNING, ENGINEERING, LANDSCAPE ARCHITECTURE & LAND SURVEYING, PLLC | JMC SITE DEVELOPMENT CONSULTANTS, LLC | JOHN MEYER CONSULTING, INC. (JMC). Any modifications or alterations to this document without the written permission of JMC shall render them invalid and unusable.

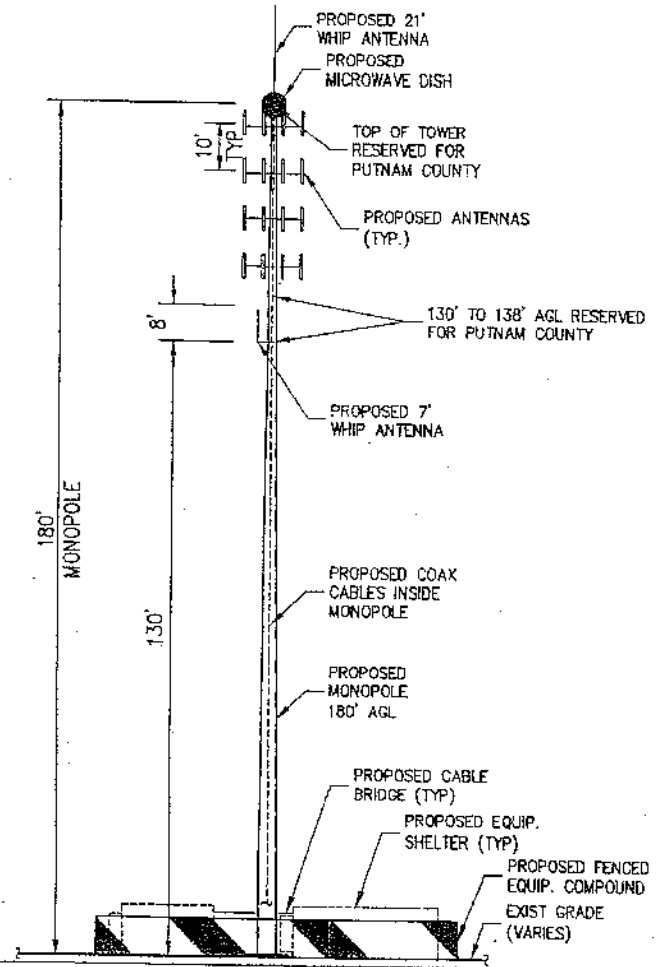
NY188 – KERN COMPOUND PLAN

KERN WIRELESS TELECOMMUNICATIONS FACILITY
29 MILAN ROAD
TOWN OF SOUTHEAST, NEW YORK 10579

JMC
JMC Planning, Engineering, Landscape Architecture & Land Surveying, PLLC
JMC Site Development Consultants, LLC
John Meyer Consulting, Inc.
120 BEDFORD ROAD • ARMONK, NY 10504
voice 914.273.5225 • fax 914.273.2102
www.jmcpllc.com

DRAWN: PD	APPROVED: RP
SCALE: 1" = 20'	
DATE: 05/18/2016	
PROJ. NO: 16087	
DWG: 16087-LE	SIZE: LE-2
SHEET NO: LE-2	
SITE NUMBER: NY188 – KERN	

LE-2



HOMELAND TOWERS

NOT FOR CONSTRUCTION

NOTES:
1. METER BANK, TRANSFORMER AND TELCO CABINET NOT SHOWN FOR CLARITY.
2. COUNTY SPECIFICATION SUBJECT TO AVAILABILITY AND CHANGE.

NO.	REVISION	DATE
1.	REVISED MONOPOLE HEIGHT	06/28/2016
2.	REVISED SITE ADDRESS	07/08/2016
3.	REVISED TOWER ELEVATION	07/11/2016
	Previous Editions Obsolete	

APPROVED BY:
OWNER/SAC: _____ DATE: _____
APPROVED BY:
CONSTRUCTION: _____ DATE: _____
APPROVED BY:
RF ENGINEER: _____ DATE: _____

LESSEE:
HOMELAND TOWERS, LLC
22 SHELTER ROCK LANE, BLDG. C
DANBURY, CT 06810

COPYRIGHT © 2016 by JMC. All Rights Reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of JMC PLANNING, ENGINEERING, LANDSCAPE ARCHITECTURE & LAND SURVEYING, PLLC | JMC SITE DEVELOPMENT CONSULTANTS, LLC | JOHN MEYER CONSULTING, INC. | JMC. Any modifications or alterations to this document without the written permission of JMC shall render them invalid and unusable.

NY188 – KERN TOWER ELEVATION

KERN WIRELESS TELECOMMUNICATIONS FACILITY
29 MILAN ROAD
TOWN OF SOUTHEAST, NEW YORK 10579

JMC
JMC Planning, Engineering, Landscape Architecture & Land Surveying, PLLC
JMC Site Development Consultants, LLC
John Meyer Consulting, Inc.
120 BEDFORD ROAD • ARMONK, NY 10504
voice 914.273.5225 • fax 914.273.2102
www.jmcpllc.com

DRAWN: PD	APPROVED: RR
SCALE: N.T.S.	
DATE: 05/10/2016	
PROJ. NO: 16087	
DWG: NY188-LE	SHEET: LE-3
SITE NUMBER: NY188 – KERN	

LE-3

EXHIBIT "C"

MEMORANDUM OF LEASE

[SEE ATTACHED.]

PREPARED/RECORDING REQUESTED BY:

Homeland Towers, LLC
22 Shelter Rock Lane, Building C
Danbury, CT 06810

Record and Return to:

Tax ID/Parcel No.: _____

(space above for Recorder's use only)

MEMORANDUM OF WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT

THIS MEMORANDUM OF WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT (this "Memorandum"), made and entered into on this _____ day of _____, 2016 by and between the COUNTY OF PUTNAM, a New York municipal corporation ("Landlord") and HOMELAND TOWERS, LLC, a Delaware limited liability company ("Tenant"), is a record of that certain Wireless Communications Site Lease Agreement ("Lease") between Landlord and Tenant dated as of _____, 20____. The Lease contains, among other things, the following terms:

1. Description of Property. The Premises are located on that certain real property described in Exhibit A hereto (the "Property").

2. Term. The "Initial Term" of the Lease is ten (10) years beginning on the date set forth in Section 3 of the Lease. Tenant has the right to extend the term of the Lease for six (6) successive terms of five (5) years each (individually, a "Renewal Term," and collectively, the "Renewal Terms"). The Initial Term and any applicable Renewal Term(s) are collectively referred to as the "Term."

3. Quiet Enjoyment. Pursuant to the Lease, Tenant has the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users. Pursuant to the Lease, Landlord shall not grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by Landlord, to any other person or entity for the operation of antenna and/or telecommunications facilities.

4. Subletting. Tenant has the right, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Premises to be occupied or used by its subtenants, licensees, and customers in connection with the provision of communication services.

5. Right of First Refusal. The Lease grants Tenant a right of first refusal in the event of (a) a lease, grant of an easement, or sale of the Property, in whole or in part, including, but not necessarily limited to, the portion of the Property on which the Premises are located, (b) a sale, transfer, or other conveyance of Landlord's interest in the Lease including, without limitation, the right to receive rent under the Lease, and (c) the right to enter into an option, lease, or easement after the term of the Lease.

6. Limited First Right to Negotiate. In the event that Tenant exercises all of the Renewal Terms under the Lease, the Lease grants Tenant an exclusive right to negotiate with Landlord with respect to the terms of a new lease for a period of six (6) months commencing on the last day of the final Renewal Term. In the event that Tenant and Landlord have not reached agreement as to all of the material terms of the new lease on or before the expiration of such six (6) month period, then Tenant's exclusive right to negotiate shall be of no further force or effect.

7. Limited Power of Attorney. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

8. Ratification of Lease; Release of Memorandum. By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Premises are subject to the Lease. Following the expiration or earlier termination of the Lease, Tenant will, upon Landlord's written request therefore, execute and deliver to the Landlord an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Option and Ground Lease as of the date first above written.

County of Putnam
a New York municipal corporation__
("Landlord")

By:_____
Name: _____
Title: _____

Signed, sealed and delivered in the presence of:

_____
Print Name:_____

_____
Print Name: _____

State of _____
County of _____

On _____, 2016, before me, the undersigned Notary Public, personally appeared _____, _____ of _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (Affix Notarial Seal)

Print Name:_____

My Commission Expires:_____

Commission No.:_____

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Option and Ground Lease as of the date first above written.

Homeland Towers LLC a New York limited liability company
("Tenant")

Signed, sealed and delivered in the presence of:

_____
Print Name:_____

By:_____
Name: _____
Title: _____

_____
Print Name: _____

State of
County of

On _____, 2016, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (Affix Notarial Seal)

Print Name:_____

My Commission Expires:_____

Commission No.:_____

EXHIBIT "A" TO MEMORANDUM OF WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

SITUATED IN THE COUNTY OF PUTNAM, STATE OF NEW YORK:
ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS
THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWN OF SOUTHEAST, COUNTY OF PUTNAM,
STATE OF NEW YORK, DESIGNATED AS LOT NO. 1 AND LOT NO. 10 ON A CERTAIN MAP ENTITLED
"SUBDIVISION PLAT III TERRAVEST INTERNATIONAL CORPORATE PARK", TOWN OF SOUTHEAST, PUTNAM
COUNTY, NEW YORK, DATED APRIL 28, 1978 MADE BY M.M. SPECTOR, P.E. & L.S. AND FILED IN THE
OFFICE OF THE CLERK OF PUTNAM COUNTY ON MARCH 23, 1979, AS MAP NO. 1606-B.
TOGETHER WITH THE RIGHT FOR INGRESS AND EGRESS, IN COMMON WITH OTHERS, TO AND FROM
SAID PREMISES OVER GENEVA ROAD AND INTERNATIONAL BOULEVARD TO NEW YORK STATE ROUTE
312.

TAX ID NO: 45.0-1-25

#6j

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

ADOPTION SEQRA NEGATIVE DECLARATION/ APPROVAL LEASE AGREEMENT/ APPROVAL LAND USE ZONING EXEMPTION FOR THE FACILITY / CELL TOWER BUREAU OF EMERGENCY SERVICES LOCATION

WHEREAS, the County of Putnam is the owner of the property located at 112 Old Route 6, Carmel, New York a/k/a Town of Carmel TM # 55.15-1-21 a/k/a the "PCBOES Building" (hereinafter the "Property"); and

WHEREAS, the County desires to use a portion of the Property for the installation of a wireless communications support structure in order to improve County wide wireless communications for emergency services; and

WHEREAS, Homeland Towers, LLC (hereinafter "Homeland") desires to use a portion of the Property to install the support structure and compound area necessary to accommodate the wireless coverage needs of various County Emergency Service Departments, in addition to providing the capacity for the collocation of private public utility wireless communication facilities in order to close significant gaps in reliable wireless service that exist in the vicinity of the Property within the County and avoid the proliferation of towers; and

WHEREAS, the County and Homeland desire to enter into a public-private partnership by entering into a lease agreement (hereinafter the "Agreement"), a copy of which is attached hereto as Schedule "A", for the purpose of constructing a 160-foot tower (the "Facility"), with County emergency service antennas located thereon and which shall provide for the collocation of commercial wireless communication facilities including antennas and related equipment on the Facility all of which shall be situated on or within a 2,400 square foot lease parcel; and

WHEREAS, the County Executive, pursuant to the authority granted to her under Section 31-22 of the Putnam County Code, has entered into negotiations with Homeland regarding the Agreement; and

WHEREAS, pursuant to Section 31-22 of the Putnam County Code, the County Executive has requested that the Putnam County Legislature approve the Agreement; and

WHEREAS, the Facility will provide and facilitate wireless telecommunications services essential for responding to accidents, natural disasters and for reporting medical emergencies and other dangers such as potential criminal activity; and

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

WHEREAS, the Agreement between the County and Homeland is for surplus County property not presently being utilized by the County and not anticipated to be needed by the County over the term of the Agreement other than for the placement of County antennas and equipment at the Facility; and

WHEREAS, the installation of a wireless communications facility and the approval of lease agreement thereof has been determined to be a SEQR Unlisted Action in accordance with the New York State Department of Environmental Conservation's Part 617; and

WHEREAS, in accordance with the requirements of SEQRA, a short Environmental Assessment Form ("EAF"), along with a natural resources inventory including wetlands and endangered species, a Federal Aviation Administration ("FAA") aeronautical evaluation, an antenna site Federal Communications Commission ("FCC") RF compliance assessment and report, and visual resource evaluation has been prepared to describe the potential environmental impacts associated with the project; and

WHEREAS, that unless otherwise objected to, the Putnam County Legislature previously determined, pursuant to Resolution # 167 of 2016, to declare itself and serve as "lead agency", as such term is defined in 6 NYCRR Part 617.2(u); and

WHEREAS, the Putnam County Department of Planning on behalf of the Putnam County Legislature, circulated said notice to serve as lead agency along with the short EAF and above noted supporting documentation to all involved and/or interested agencies on August 10, 2016 for the required thirty (30) day period; and

WHEREAS, the Putnam County Legislature has received no objection with respect to its intent to act as "lead agency" with respect to the implementation of SEQRA and therefore, assumes Lead Agency status herein with respect to this project; and

WHEREAS, based upon a careful review of the action as a whole, of the EAF, supporting documents and of the criteria set forth in 6 NYCRR Part 617.7(c), and after considering all of the public input that has been received, the Putnam County Legislature, as "lead agency", has determined that the project will not have a significant adverse effect on the environment; and

WHEREAS, it is recognized under New York State Law that counties are accorded certain "immunity" from local zoning regulations; and

WHEREAS, the leading New York Court of Appeals decision, Matter of County of Monroe v City of Rochester, 72 N.Y.2d 338, 533 N.Y.S.2d 702 ("Monroe"), establishes the "balancing of the interests" approach for determining whether a project should be accorded immunity from local zoning regulations; and

WHEREAS, Monroe permits the County to determine whether or not it is in the public interest to subject a particular project serving governmental interests to local zoning; and

WHEREAS, Monroe discusses the following nine (9) factors for consideration when balancing the interests of the public and the governmental entity:

1) **The nature and scope of the instrumentality seeking immunity;**
2) **The encroaching governmental entity's legislative grant of authority;**
3) **The kind of function or land use involved;**
4) **The effect local land use regulation would have upon the enterprise concerned;**
5) **Alterative locations for the facility in less restrictive zoning areas;**
6) **The impact upon legitimate local interests;**
7) **Alternative methods of providing the proposed improvement;**
8) **The extent of the public interest to be served by the improvements; and**
9) **The intergovernmental participation in the project development process**

and an opportunity to be heard; and

WHEREAS, the County has analyzed each of the foregoing considerations to determine whether the Facility should be exempt from the local municipal zoning regulations and has determined that the Facility as proposed, should be exempt from such zoning regulations; now therefore be it

RESOLVED, that after duly noticed public hearings and upon the evidence adduced there at, it is hereby found and determined that based upon a review of the foregoing considerations, the Putnam County Legislature has adopted the following findings of fact:

1) Pursuant to Section 3 of New York State County Law, the County is a municipal corporation of the State of New York. Among other things, the County provides emergency and public safety protection to its residents. For example, the County operates an EMS department pursuant to Section 223-b of New York State County Law and a Sheriff's department pursuant to Article 17 of New York State County Law. Such departments rely heavily on wireless communications to protect the public health, safety and welfare. Reliable wireless communications are a critical resource that is necessary for the County to provide emergency and public safety protection. Therefore, the County is purely public in nature and is a governmental entity that provides an essential public service.

2) The Facility will be located within the municipal borders of the Town of Carmel ("Town") and within the County of Putnam. Pursuant to Section 31-22 of the Putnam County Code, the County has authority to lease surplus County-owned lands. Pursuant to Section 3 of New York State County Law, the County is a municipal corporation comprising the inhabitants within its boundaries and formed for the purpose of exercising such powers and discharging such duties of local government and administration of public affairs as may be imposed or conferred upon it by law.

3) The function or land use that is contemplated by the County under the Agreement, is a wireless communications facility. The Facility will consist of a 160-foot tower and compound to support the communication needs of various County departments, and to provide for the collocation of antennas operated by wireless public utility telecommunications service providers. Such collocation opportunities will decrease the proliferation of towers. The Facility will serve the public interest in that it allows the County public service and emergency service entities the ability to effectively communicate using the County's wireless systems. The Facility will also offer the general public and the County emergency service entities a wireless communications alternative particularly well suited for responding to accidents, natural disasters and for reporting medical emergencies and other dangers such as potential criminal activity. The County notes that federally licensed wireless services such as Verizon Wireless, have been deemed to be essential public services by both New York State and Federal Courts. *See Cellular One v. Rosenberg*, 82 NY2d 364 (1993), and *Cellular Telephone Company v. Town of Oyster Bay*, 166 F.3d 490 (2d Cir. 1999).

4) Imposing local land use regulations on the proposed Facility would have the effect of unreasonably delaying an essential public need for immediate and effective emergency response and reliable wireless communications. It is the

public policy of the United States "to make available so far as possible, to all people of the United States a rapid, efficient, nationwide and world-wide wire and radio communication service with adequate facilities at reasonable charges, for the purpose of national defense, for the purpose of promoting safety of life and property through the use of wire and radio communication . . . [.]" 47 U.S.C. §151. The project will also further the goals and objectives established by Congress under the federal Telecommunications Act of 1996. The federal Telecommunications Act of 1996 is "an unusually important legislative enactment," establishing national public policy in favor of encouraging "rapid deployment of new telecommunications technologies (emphasis supplied)." *Reno v. ACLU*, 521 U.S. 844, 117 S.Ct. 2329, 2337-38, 138 L.Ed.2d 874 (1997). The federal Telecommunications Act of 1996 builds upon the regulatory framework for commercial mobile [radio] services which Congress established in 1993. Indeed, since 1993, it has been the policy of the United States to "foster the growth and development of mobile services that, by their nature, operate without regard to state lines as an integral part of the national telecommunications infrastructure." H.R. Rep. No. 103-111, 103d Cong., 1st Sess. 260 (1993) (emphasis added). In 1999, Congress expanded further upon this policy by enacting the Wireless Communications and Public Safety Act of 1999, Pub.L. 106-81, 113 Stat. 1286 (the "911 Act"). The "911 Act," empowered the FCC to develop regulations to make wireless 911 services available to all Americans. The express purpose of the Act, as articulated by Congress, was "to encourage and facilitate the prompt deployment throughout the United States of seamless, ubiquitous, and reliable end-to-end infrastructure for communications, including wireless communications, to meet the Nation's public safety and other communications needs" (emphasis added).

5) There are no alternative locations for the Facility in less restrictive zoning areas as such facilities are permitted in all Town zoning districts by conditional use permit, except the Conservation Zone. Moreover, the proposed location for the Facility at the subject Property is ideal in order to minimize aesthetic impacts to the greatest extent feasible based on the large size of the property and distance from neighboring uses, as demonstrated by the Visual Resource Evaluation. The Property already supports large scale municipal operations and, therefore, the location of the Facility on the Property will not be detrimental to the community. By controlling the location of the Facility on County property, the County can ensure that there is adequate infrastructure in place for the location of emergency communication antennas, while controlling the proliferation of new towers. Moreover, the Facility is part of an overall County wide wireless communications network. The location of the Facility fits within the existing County wide network and remedies gaps in service that currently hamper emergency services communications. The approval of the Agreement is also conditioned on Homeland making space available on up to three (3) other existing and/or proposed towers in the County, upon reasonable terms and conditions, thereby further expanding the County's wireless communications systems.

6) The Facility will not have an adverse environmental or other impact on the public because the Facility will be sited on a large parcel. The Facility will benefit the public interest by providing essential services and by producing revenue for the County, while also providing critical infrastructure for County emergency wireless communications and public utility commercial wireless services and will

be sited to minimize any potential adverse environmental impacts. The Facility will comply with all structural standards and will not adversely affect the health, safety or general welfare of the public. The Facility will not cause any harmful interference with the frequencies of any radio, television, telephone or other uses. The Facility will have no impact on pedestrian or vehicular traffic, since the proposed use is unmanned requiring infrequent maintenance visits of approximately once per month. The Facility will not produce any smoke, gas, odor, heat, dust, noise above ambient levels, fumes, vibrations or flashing lights; the Facility will not generate solid waste, waste water or sewage, will not require water supply or waste disposal, and will not attract insects, vermin or other vectors. Any human exposure to electromagnetic energy from the Facility even under "worst case" conditions, will be several orders of magnitude below the exposure limits established by the FCC, the American National Standards Institute, the Institute of Electronic and Electrical Engineers, the National Council on Radiation Protection and Measurements, and the New York State Department of Health. The Facility will not impact any wetlands and will not be located within any wetland buffers.

7) Due to the topography of the County, the proposed height of the Facility is necessary to provide reliable wireless communications services in the local area and support collocation thereby discouraging the proliferation of towers.

8) The Facility will protect and promote the public interest, in that it will serve and benefit the entire community by providing the infrastructure necessary to offer the public a wireless telecommunications services essential for protecting public health, safety, and welfare, including the provision of enhance 911 services.

9) The zoning exemption contemplated by this resolution shall apply and extend to the commercial public utility antennas and related equipment located on or associated with the Facility consistent with the decision of the New York State Court of Appeals in the Matter of Crown Communication New York, Inc., 4 N.Y.3d 159.

10) The Agreement is for County land that will not be required by the County over the term of the Agreement except to the extent that the County will place its antennas and equipment at the Facility. The County will benefit from the Agreement revenue as well as the ability to place its antennas and equipment on the Facility. Moreover, the public private partnership will result in the County not being required to expend significant resources to construct and maintain the necessary tower and supporting infrastructure.

11) The County Board of Legislators has reviewed the Agreement and has conducted a public hearing. All Interested Agencies, including the Town in which the Facility is located, have been notified of the proposal and offered the opportunity to comment; and be it further

RESOLVED, that the Putnam County Legislature designates itself as "Lead agency" in this matter, as defined in 6 NYCRR Part 617.2(u); and be it further

RESOLVED, that the Putnam County Legislature, as "Lead agency", hereby determines that the project will not have any significant adverse environmental impacts; and be it further

RESOLVED that a Draft Environmental Impact Statement will not be prepared; and be it further

RESOLVED, that the Putnam County Legislature, as "Lead agency", hereby issues a Negative Declaration in connection with the project, a copy of which is attached hereto as Schedule "B", and be it further

RESOLVED, that the lease premises is surplus space owned by the County; and be it further

RESOLVED, that the Putnam County Legislature approves the Agreement between the County of Putnam and Homeland, in the form attached hereto and made a part hereof as Schedule "A", and that the Putnam County Executive is authorized to execute said Agreement, conditioned upon Homeland agreeing to make space available to the County over the next four (4) years on up to three (3) other existing and/or proposed towers in the County upon reasonable terms in conditions and free of rental charge, provided the County antenna and equipment specifications, tower locations and loading are similar to the specifications, tower locations and loading with respect to this facility. Moreover, the three (3) towers offered by Homeland to the County are all inclusive as the parties acknowledge that other agreements contain a similar provision and the number of sites is not intended to be cumulative (e.g. the number of sites offered by Homeland to the County is a total of three [3] among all agreements); and be it further

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the Agreement between the County and Homeland in the manner approved herein; and be it further

RESOLVED, that based upon the foregoing balancing of interests, it is not in the public interest to subject the Facility, including the collocation of commercial wireless facilities, to local zoning and land use regulations.

Corrected
Version 11/14/16

WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Agreement"), made this _____ day of _____, 20___, by and between the COUNTY OF PUTNAM, a New York municipal corporation having its principal offices at 40 Gleneida Avenue, Carmel, New York 10512.- (hereinafter referred to as the "Town" or "Landlord"), and HOMELAND TOWERS, LLC, a limited liability company, having its principal offices at 22 Shelter Rock Lane, Building C, Danbury CT 06810 (hereinafter referred to as the "Tenant");

RECITALS:

WHEREAS, Landlord is the owner of a certain parcel of land located in the Town of Carmel at 112 Old Route 6, designated as Tax Map No. 55.15-1-21 (the "Property"); and

WHEREAS, Tenant is in the wireless telecommunications business and desires to lease from Landlord approximately two thousand four hundred (2,400) square feet of the Property, as shown on the site plan attached hereto as Exhibit "A," to construct Monopole for placement of antennas and placement of related ground equipment ("Telecommunications Facilities") for the use by Tenant and its subtenants, and other permittees in connection with the telecommunications business; and

WHEREAS, Landlord is willing to lease to Tenant and Tenant is willing to lease from Landlord the Premises (as hereinafter defined) upon the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Lease, the Landlord and Tenant do hereby mutually agree as follows:

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY
2016 NOV 14 PM 12:00

SECTION 1 – LEASED PREMISES

Landlord leases to Tenant and Tenant leases from Landlord approximately two thousand four hundred (2,400) square feet of ground space shown on the Site Plan attached hereto as Exhibit "A" (1 page) to construct, maintain and operate a communications tower and related ancillary facilities and improvements (collective "Monopole" or "Tower) for the transmission and reception of communication signals and to accommodate the installations of at least five (5) telecommunications providers (hereinafter referred to as "Customers"), including without limitation, radio equipment cabinets, and to construct, operate and maintain antennas on the proposed Monopole, all in accordance with the Site Detail Plan and Elevation attached hereto as Exhibit "B" (2 pages). The foregoing are collectively referred to as the "Premises."

SECTION 2 – TERM

The initial term of this Lease will be ten (10) years from the "Commencement Date" specified below and shall automatically renew for up to six (6) additional terms of five (5) years each unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding renewal term. The initial term and each successive renewal term shall be referred to herein as the "Term."

SECTION 3 – RENT

Commencing on the first day of the month following receipt by Tenant of rent from the first Customer installed at the Premises (the "Commencement Date") the County of Putnam will receive Two Thousand Dollars ($2,000.00) per month or Thirty Five percent (35%) of all gross rents collected by Tenant from subtenants, whichever is higher (the "Rent"), paid monthly in advance, which Tenant will pay to Landlord at the Landlord's address written above or to such other address as Landlord will designate to Tenant in writing at least thirty (30) days prior to the following date that the Rent is due. If the Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the

Term and the denominator of which is the total number of days in the full calendar month. On each annual anniversary of the Commencement Date of this Agreement, the monthly Rent will increase by three percent (3%) of the monthly rent paid during the previous year of the Term for the initial Term of this Lease. Each such year shall commence on the corresponding anniversary of the Commencement Date. The term "gross rentals" shall mean recurring rental payments actually received by Tenant from a Customer for the occupancy and use of all or any part of the Premises.

SECTION 4 – USE OR PREMISES; COMPLIANCE WITH LAW

(A) Tenant and its Customers shall use the Premises for, among other things, the construction, operation and maintenance of a Monopole to provide communications services, including without limitation, antennas, an equipment base station and the spaces required for cable runs to connect the equipment and the antennas, in the location shown on Exhibit "B." Tenant shall have the right to alter, improve, change, replace, remove, withdraw, supplement, extend and make substitutions for Tenant's antennas, equipment and other facilities.

(B) Tenant shall, at its expense, comply with all applicable present and future federal, state and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation, and Federal Aviation Administration ("FAA") approval of Tenant's Monopole) in connection with the use, operation, maintenance, construction and/or installation of the Premises. It is understood and agreed that Tenant's ability to use the Premises is contingent upon its obtaining, after the execution date of this Agreement, a satisfactory building structural and environmental analysis, if Tenant so requires, and all of the certificates, permits, licenses and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities which will permit Tenant use of the Premises as set forth herein. Landlord shall cooperate with Tenant, at Tenant's expense, in its effort to obtain such approvals.

(C) In the event that the structural or environmental analysis is unsatisfactory to Tenant, or any of such applications for such Governmental Approvals should be finally rejected or Tenant determines that such Governmental Approvals may not be obtained in a timely manner, or any Governmental Approval issued to Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or that Tenant determines that the site is no longer technically compatible or otherwise suitable for its use, or that Tenant, in its sole discretion, will be unable to use the Premises or its intended purposes, Tenant shall have the right to terminate this Agreement upon thirty (30) days written notice to Landlord.

(D) Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the Tenant. All Rent paid to said termination date shall be retained by Landlord. Upon such termination, this Agreement shall become null and void and the parties shall have no further obligations, including the payment of money, to each other.

SECTION 5 – LANDLORD'S USE OF PREMISES

(A) Tenant shall have the sole right to lease space within the Premises and on the Monopole to Customers for placement of their antenna equipment. The Customers seeking to install the additional antennas upon the Monopole shall provide, at its expense, sufficient information as may be reasonably required by Tenant to determine that the new proposed use will not interfere with Tenant's use of the Monopole. Tenant shall not unreasonably withhold its approval of any such use.

(B) Tenant shall construct its Tower to allow for at least five (5) Customers to place antennas on the Tower. Tenant shall, subject to good faith negotiations, lease available space on the Tower to Customers that may desire to place antennas on the Tower. Tenant shall lease available space on such reasonable terms and conditions so as not to unduly discourage other Customers from leasing such space. Any additional tenants obtaining leased Tower space from Tenant shall become subtenants of Tenant.

(C) Subject to the above limitations, Tenant shall be responsible for the cost of installing the equipment provided by Landlord on the Tower, provided that all such equipment and/or improvements will not interfere with existing tenants or users, such equipment is directly owned and operated by Landlord and such equipment is made available to Tenant prior to the commencement of construction of the Tower. Likewise, Tenant's equipment and/or improvements must not interfere with existing tenants or users. Any equipment installed by Landlord, shall be limited as follows: (i) the bottom of any antenna or equipment shall be equal to or higher than the top of the Tower; and (ii) the top of any antenna or equipment shall not exceed the one hundred ten foot (110') level on the Tower, measuring from the bottom of the Tower. Landlord shall provide Tenant with a list of current operating frequencies within ninety (90) days of full execution of this Agreement, for any equipment that may potentially be installed on the Tower.

SECTION 6 – TENANT IMPROVEMENTS

(A)(1) Tenant may improve the Premises by constructing a communications tower and ancillary support facilities and structures (collectively the "Tower") on the Premises. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval, such approval not to be unreasonably withheld. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by Landlord and all necessary permits have been properly issued. Landlord shall respond to Tenant's plans within thirty (30) business days after receipt of such plans.

(A)(2) Such plans shall include: Fully dimensioned Premises plans (such as, but not limited to, site plans, construction documents, lease exhibits, etc.) that are drawn to scale and show (i) the proposed location of antennas, equipment shelter or pad, driveway and parking areas; (ii) the proposed landscape plan; (iii) the proposed type and height of fencing; (iv) the proposed color of all structures, including fencing; (v) the

proposed type of construction material for all structures, including fencing, and any other details that Landlord may reasonably request.

(A)(3) Prior to commencing construction, Tenant shall also provide Landlord with the name of the contractor that will be constructing the improvements. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

(A)(4) Intentionally deleted

(B)(1) The Tower shall remain the property of the Tenant and Tenant shall, at Landlord's request, remove the Tower (excluding the Tower's foundation, underground utilities and footings) within ninety (90) days following termination or expiration of this Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Landlord or any of Landlord's assignees or lessees. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal (such Landlord consent shall be written), title to the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove the same. Any personal property, equipment or other improvements which are not removed within ninety (90) days after the termination of this Lease shall, upon ten (10) days notice become the property of Landlord, at Landlord's option.

(B)(2) Upon removal of the improvements (or portion thereof) as provided above in subpart (1), Tenant shall restore the affected area of the Premises to substantially the same condition as existed prior to the installation of Tenant's improvements, excluding the tower foundation, reasonable wear, tear and casualty loss.

(B)(3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (1) and (2) above shall be borne by Tenant, subject to paragraph 11 herein, and Tenant shall hold Landlord harmless from any portion thereof.

SECTION 7 – ELECTRICAL

If permitted by the local utility company servicing the Property, Tenant shall furnish and install its own direct meter for electricity. Landlord makes no representation as to adequacy of electrical service. It is Tenant's responsibility to install necessary transmission lines and equipment for the additional load needed by Tenant or any subtenant or permittee of Tenant; provided, however, that Tenant shall have no obligation to supply, or otherwise provide or make available electrical or other utility service to any public agency, department or entity which shall occupy or use the Monopole or any portion of the Premises or Property. The foregoing notwithstanding, Tenant will arrange for an electric meter to be installed at the site so that Landlord may obtain power for the equipment Landlord requests to be installed in connection with service to be provided from the Tower.

SECTION 8 – ACCESS

Landlord and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Premises; provided that Landlord provides prior telephonic notice to Tenant at 1-203-2976345 and Landlord shall not enter the interior of structures housing telecommunications equipment. Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, provided it does not interfere with Landlord's operations on the Premises.

SECTION 9 – INDEMNIFICATION

Tenant shall take all necessary precautions and place proper safeguards for the prevention of accident, and shall indemnify and save harmless the County of Putnam, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or

property arising from Tenant's use and occupancy of the Premises or any contiguous property owned by Landlord resulting from the acts or omissions of Tenant, its agents, employees, contractors and subcontractors, except to the extent such claims or damages were in existence prior to Tenant's installation at the Premises and/or to the extent same may be due to or caused by the acts of Landlord, its servants or agents, all of which Landlord shall be solely responsible and indemnify and hold Tenant harmless therefrom.

SECTION 10 – INSURANCE

(A) The parties agree that the insurers shall have no right to recovery or subrogation against either Landlord or Tenant (including employees and other agencies) with respect to the standard fire insurance policy carried by each party for any and all losses covered by such insurance.

(B) Landlord shall maintain adequate comprehensive general liability and property liability insurance or self-insure in accordance with New York law. Tenant shall, at its own cost and expense, provide the following insurance coverage and provide a certificate of insurance to Landlord:

(1) Worker's Compensation and Employer's Liability Policy, covering operations in New York State.

(2) Comprehensive General Liability Policy, with limits of no less than $1,000,000/$2,000,000 Bodily Injury and Property Damage, and including coverage for:

(a) Products/completed operations
(b) Independent contractors
(c) Explosive, collapse and underground losses
(d) Contractual liability
(e) Broad form property damage liability
(f) Personal injury
(g) County of Putnam shall be named as an "additional insured" on the certificate of insurance.

(C) Owner's Protective Liability. Tenant and each of its contractors shall obtain Owner's Protective Liability insurance so that the Landlord shall be protected as the owner of the Premises from claims for damages

for personal injury, liability, accidental or wrongful death, as well as property damage, which may arise from operation on the leased premises. Tenant shall also require each of its contractors to obtain the insurance set forth in Section 10(B)(1) and (2) above.

(D) Tenant's Equipment. Tenant shall insure all equipment, tools, enclosures and vehicles owned, leased or used by Tenant and shall evidence coverage with a certificate of insurance. Tenant shall hold Landlord harmless for any loss or damage to such equipment, tools, enclosures and said vehicles, except to the extent such loss or damage is caused by Landlord.

(E) Certificates shall provide that at least thirty (30) days written notice, by mail, prior to cancellation or expiration be given to the County of Putnam. Policies that lapse and/or expire during the term of work shall be re-certified and received by the County of Putnam no less than twenty (20) business days after expiration or cancellation.

(F) After fifteen (15) years from the Commencement Date of this Lease, Landlord shall have the right to request that the insurance limits set forth in this section be reasonably increased in accordance with telecommunications industry standards.

SECTION 11 – REMOVAL UPON TERMINATION

Tenant, upon termination of this Agreement, shall within ninety (90) days of receipt of written direction from Landlord, remove its equipment, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted, subject to Section 6(B)(1) of this Agreement. Landlord agrees and acknowledges that all of the equipment, fixtures and personal property of Tenant shall remain the personal property of Tenant, and Tenant shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes Tenant to remain in the Premises for more than ninety (90) days after termination or expiration of this Agreement, Tenant shall pay Rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer

payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed. Any claims related to the condition of the Premises must be presented by Landlord in writing to Tenant within ninety (90) days after Tenant's removal of its installation at the Premises, or Landlord shall be deemed to have irrevocably waived any and all such claims.

SECTION 12 – RIGHTS UPON SALE

Should Landlord, at any time during the Term of this Agreement, decide to sell all or any part of the Property to a purchaser other than Tenant, such sale shall be under and subject to this Agreement and Tenant's rights hereunder. If during the term of this Agreement, LANDLORD receives a bona fide offer ("Bona Fide Offer") from an unaffiliated third party to lease or purchase the Property (in whole or in part), LANDLORD's interest under this Agreement, LANDLORD's rights to receive rents under the term of this Agreement and/or the portion of the Property on which the Leased Premises is located ("Subject Property"), whether in fee or by grant of an easement and/or to enter into a lease or option after the term of this Agreement that LANDLORD is willing to accept, TENANT shall have the right of first refusal ("Right of First Refusal") to so lease or purchase the same. LANDLORD shall provide TENANT with a written copy of the Bona Fide Offer and TENANT shall have not less than thirty (30) days following its receipt thereof to notify LANDLORD in writing as to whether it wishes to exercise its Right of First Refusal with respect thereto. If TENANT exercises its right to purchase the Subject Property, such purchase shall be made pursuant to all of the terms and conditions set forth under the Bona Fide Offer. If TENANT fails to exercise its Right of First Refusal, this Agreement hereunder shall remain in full force and effect. Moreover, if TENANT fails to so exercise its Right of First Refusal, then such Right of First Refusal shall lapse with respect to the Bona Fide Offer (but not with respect to any subsequent Bona Fide Offers if LANDLORD fails to sell or lease to the third party in strict accordance with the terms of the Bona Fide Offer within one hundred eighty days (180) of the date of TENANT's waiver of such Right of First Refusal).

SECTION 13 – QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent and performing covenants shall peaceably and quietly have, hold and enjoy the Premises. Landlord agrees that, during the Term of this Agreement, Tenant will have the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that Landlord shall not itself operate wireless telecommunications facilities on the Property, or any portion thereof, nor will Landlord grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by Landlord, to any other person or entity for the operation of antenna and/or telecommunications facilities.

SECTION 14 – TITLE

Landlord represents, warrants and covenants that Landlord alone is seized of good and clear title and interest to the Property, has full authority to enter into and execute this Agreement, and has taken all necessary action required to approve and fulfill its obligations under this Agreement and has authorized the signatories to sign same. Landlord further represents, warrants and covenants that: (i) there are no other liens, judgments or impediments of title on the Property, or affecting Landlord's title to the same and that there are no covenants, easements or restrictions or violations which prevent or impede the use of the Property by Tenant as set forth herein; and (ii) the Property is not designated a landmark or in a landmark district and has never been on any list of a governmental authority requiring cleanup or closure because of contamination by any pollutants or hazardous or toxic substances, materials or wastes (collective "Hazardous Materials"). Landlord agrees to indemnify and hold Tenant, its successor and assigns, and any subtenant of Tenant, harmless from any claim, demand, action, damages, costs (including without limitation, attorneys fees), proceedings and or any other filing that directly or indirectly results from any errors or inaccuracies in the foregoing representations, warranties and covenants by Landlord.

SECTION 15 – INTEGRATION

It is agreed and understood that this Agreement contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either the Landlord or the Tenant in any dispute, controversy or proceeding by law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights, and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

SECTION 16 – GOVERNING LAW

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York.

SECTION 17 – ASSIGNMENT

Consistent with the provisions of Section 72-p of the New York State General Municipal Law, Landlord approves of the following: (i) this Agreement may be sold, assigned (whether in whole or in part) or transferred by Tenant to the Tenant's principal, affiliates, subsidiaries of its principal, or to any entity which is the successor to Tenant by reason of a merger, acquisition or other business reorganization, or to any entity which purchases all or substantially all of Tenant's assets in the market as designated by the Federal Communications Commission in which the Property is located, or to any entity licensed by governmental agencies to operate a wireless communications system; (ii) that Tenant shall have the right to sell, assign or transfer this Agreement to a joint venture comprised of Tenant, its parent, affiliate or subsidiary of its principal;

and (iii) that Tenant shall have the right, to license or sublet the Premises to its Customers for the purpose authorized in Section 4(a) of this Agreement, provided, however, that any such use by Tenant's Customers shall be subject to all terms and conditions of this Agreement. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of Landlord, which such consent will not be unreasonably withheld or delayed, but Landlord shall not be required to give consent where the installation does not continue to be operated by an entity licensed by governmental agencies to operate a wireless communication system.

SECTION 18 – NOTICES

All notices, requests, demands, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement, shall be in writing signed by the notifying party or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO LANDLORD: PUTNAM COUNTY ATTORNEY
48 Gleneida Avenue
Carmel, NY 10512

TO TENANT: HOMELAND TOWERS, LLC
Attn: Site Administration
22 Shelter Rock Lane, Building C
Danbury CT 06810
Phone: (914) 490-0124

or to any other address or contact information as Landlord or Tenant shall provide in writing.

SECTION 19 – SUCCESSORS

This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

SECTION 20 – SUBORDINATION AND NON-DISTURBANCE

(a) At Landlord's option, this Agreement shall be subordinate to any mortgage or other security interest by Landlord which from time to time may encumber all or part of the Property or right-of-way; provided, however, that every such mortgage or security interest shall recognize the validity of this Agreement in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Property as long as Tenant is not in default of this Agreement. Tenant shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest now or in the future, Landlord immediately after this Agreement is executed, will obtain and furnish to Tenant, a non-disturbance agreement and attornment agreement for each such mortgage or other security interest in recordable form. In the event Landlord defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Tenant may, at its sole option and without obligation, cure or correct Landlord's default and upon so doing, Tenant shall be subrogated to any and all rights, title, liens and equities of the holders of such mortgage or security interest, and Tenant shall be entitled to deduct and setoff against all rights that may otherwise become due under this Agreement the sums paid by Tenant to cure or correct such defaults.

(b) For purposes of allowing Tenant to satisfy its lender's continuing rights with respect to Tenant's property on the Premises, and with respect to Tenant's rights and interests under this Agreement, Landlord agrees as follows:

(i) Landlord shall recognize the subleases and/or licenses of all Customers of Tenant on the Premises, and, notwithstanding any default hereunder by Tenant, will permit such Customers to remain in occupancy thereof so long as such Customer is not in default of any material obligation under its sublease/license with Tenant beyond any applicable notice and cure period;

(ii) Landlord consents to the granting by Tenant of a lien and security interest in and/or mortgaging of

Tenant's interest in this Agreement and all of Tenant's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by Tenant's mortgagee of its rights of foreclosure with respect to such mortgagee's lien and/or security interest. Landlord agrees to recognize Tenant's mortgagee as Tenant hereunder upon any such exercise by Tenant's mortgagee of its rights of foreclosure. Landlord further agrees (A) to subordinate any lien or security interest which it may have which arises by law or pursuant to this Agreement to the lien and security interest of Tenant's mortgagee in the collateral securing all indebtedness at any time owed by Tenant to its mortgagee (collectively the "Collateral"), and (B) that, upon an event of default by Tenant under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of Tenant's mortgagee, Tenant's mortgagee shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the Landlord of any rights which it may have or claim to have therein, including, but not limited to, the right to enter upon the Premises and remove the Collateral free and clear of any applicable lien or security interest of Landlord;

(iii) Within a reasonable time after the occurrence thereof, Landlord shall give Tenant's lender written notice of any breach or default of the terms of this Agreement that is not cured by TENANT within any applicable notice and cure period(s) (an "Uncured Tenant Default"). As of the Effective Date of this Agreement, notices to Tenant's lender are to be addressed to: Goldman Sachs Specialty Lending Group, LP, ATTN: InSite Account Manager, 6011 Connection Drive, Irving, TX 75039, or to such other address/and or lender as may be specified by Tenant from time to time during the Term hereof. Landlord further agrees that no default shall be deemed to have occurred under this Agreement unless Landlord gives the notice required to lender that is required by this paragraph, and that in the event of any Uncured Tenant Default, lender shall have the right, to the same extent and with the same effect as Tenant, for the period set forth in this Agreement, to cure or correct any such Uncured Tenant Default,

whether the same shall consist of the failure to pay rent or the failure to perform, and Landlord agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the Tenant; and

(iv) Landlord acknowledges and agrees that nothing contained in this Agreement shall construed as obligating Tenant's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty, or liability of Tenant under this Agreement.

SECTION 21 – RECORDING

Landlord agrees to execute a memorandum of agreement, attached hereto as Exhibit "C" of this Agreement, which Tenant may record with the appropriate recording officer, provided that Tenant shall deliver a termination of memorandum of this Agreement which shall be held in escrow and may be recorded on the termination or expiration of this Agreement. The date set forth in the memorandum of lease is for recording purposes only and bears no reference to commencement of either Term or Rent payments.

SECTION 22 – DEFAULT

In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, in accordance with Section 4(D) of this Agreement, without any penalty or further liability, in the event there is a default by either party with respect to any of the provisions of this Agreement or its obligations under it, including the payment of Rent by Tenant. The non-breaching party shall provide written notice to the breaching party. After receipt of such written notice, Tenant shall have fifteen (15) days in which to cure any monetary default and either party shall have thirty (30) days in which to cure any non-monetary default; provided however the breaching party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that reasonably requires more than thirty (30) days and the breaching party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Neither party may not maintain any action or effect

any remedies for default against the other unless and until the applicable cure period has lapsed. In addition, except in an emergency, neither party will cure any alleged default by the other until after the expiration of the time to cure such default. If either party shall cure the default of the other pursuant to the foregoing, then such party shall submit a bill for the reasonable cost of affecting such cure on the other party's behalf and the same shall be paid promptly upon receipt.

SECTION 23 – ENVIRONMENTAL

Landlord will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to the Property, unless such conditions or concerns are caused solely by the activities of Tenant.

SECTION 24 – CONDEMNATION

In the event of any condemnation of the Property, Tenant may terminate this Lease upon fifteen (15) days written notice to Landlord if such condemnation may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days. Tenant may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss if its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease.

SECTION 25 – BROKER

Landlord and Tenant represent to each other that they have not negotiated with any broker or agent in connection with this Lease. Landlord and Tenant agree that, should any claim be made against the other for a broker's commission, finder's fee or the like by reason of the acts of such party, the party upon whose acts such claim is predicated shall indemnify and hold the other party free and harmless from all losses, costs, damages, claims, liabilities and expenses in connection therewith (including, but not limited to, reasonable attorneys fees) and shall defend such action by counsel reasonably acceptable to the indemnified other party.

SECTION 26 – SUBMISSION OF LEASE

The submission of this Lease for examination does not constitute an offer to lease the Premises, and this Lease becomes effective only upon the full execution of this Lease by the parties hereto. Each of the parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

SECTION 27 – APPLICABLE LAWS

Tenant shall use the Premises as may be required or permitted by applicable laws, rules and regulations. Landlord agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with Tenant regarding any compliance required by Tenant in respect to its use of the Premises.

SECTION 28 – OIL, GAS AND MINERAL RIGHTS

Landlord does not grant, lease, let or demise hereby, but expressly excepts and reserves herefrom all right to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Premises or Easement Area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and

provisions of any valid oil, gas and mineral lease covering the Premises or any part thereof, now of record in the office of the County Clerk; provided, however, that any future oil, gas or mineral lease covering the above-described lands, or any part thereof, will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities and interests granted to Tenant under the terms of this Lease.

SECTION 29 – MISCELLANEOUS

(A) The parties acknowledge that each has had an opportunity to review and negotiate this Lease and have executed this Lease only after such review and negotiation. The parties further agree that this Lease shall be deemed to have been drafted by both Landlord and Tenant and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

(B) Tenant shall notify Landlord of the technical parameters of the Telecommunications Facilities upon installation and upon making any material changes to the frequencies or the effective radiated power of the Telecommunications Facilities. Periodically, as required by federal, state and/or local laws or regulations, Landlord will have a Maximum Permissible Exposure (MPE) Analysis performed by a professional engineer licensed in the State of New York. The professional engineer must be acceptable to Tenant.

(C) Tenant will be responsible for a pro rata share of the cost of the MPE Analysis. In the event that Tenant makes a material change (excluding routine maintenance, and like kind exchanges of the antennas and related equipment) to the Telecommunications Facilities, Tenant shall be solely responsible for the cost of the MPE Analysis. The results of the MPE Analysis will be furnished to each Customer. Payment for the MPE Analysis shall be made in advance and within forty-five (45) days of the invoice date.

SECTION 30 – SURVIVAL

The provisions of this Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which

require performance subsequent to the termination or expiration of this Agreement shall also survive termination or expiration.

SECTION 31 – CAPTIONS

The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

SECTION 32 – RELOCATION

(A) Intentionally Omitted

(B) Intentionally Deleted

(C) Intentionally Deleted

(D) Intentionally Deleted

SECTION 33 – SCREENING

Throughout the entire Term of this Lease, including any extensions thereof, Tenant must maintain screening of the equipment located on the ground as shown on the site plan, including but not limited to, a six (6) foot fence with green privacy slats and white pine trees as shown on the site plan.

SECTION 34- ADDIITONAL SITES

Homeland agrees to make space available to the County over the next four (4) years on up to three (3) other existing and/or proposed towers in the County upon reasonable terms in conditions and free of rental charge, provided the County antenna and equipment specifications, tower locations and loading are similar to the specifications, tower locations and loading with respect to this facility. Moreover, the three (3) towers offered by Homeland to the County are all inclusive as the parties acknowledge that other agreements contain a similar provision and the number of sites is not intended to be cumulative (e.g. the number of sites offered by Homeland to the County is a total of three [3] among all agreements).

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinafter set forth.

COUNTY OF PUTNAM (Landlord)

_____

By:
Title:

HOMELAND TOWERS, LLC (Tenant)

_____

By:
Title:

STATE OF NEW YORK)
) SS:
COUNTY OF PUTNAM)

On the ____ day of _____, 2016, before me, the undersigned personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

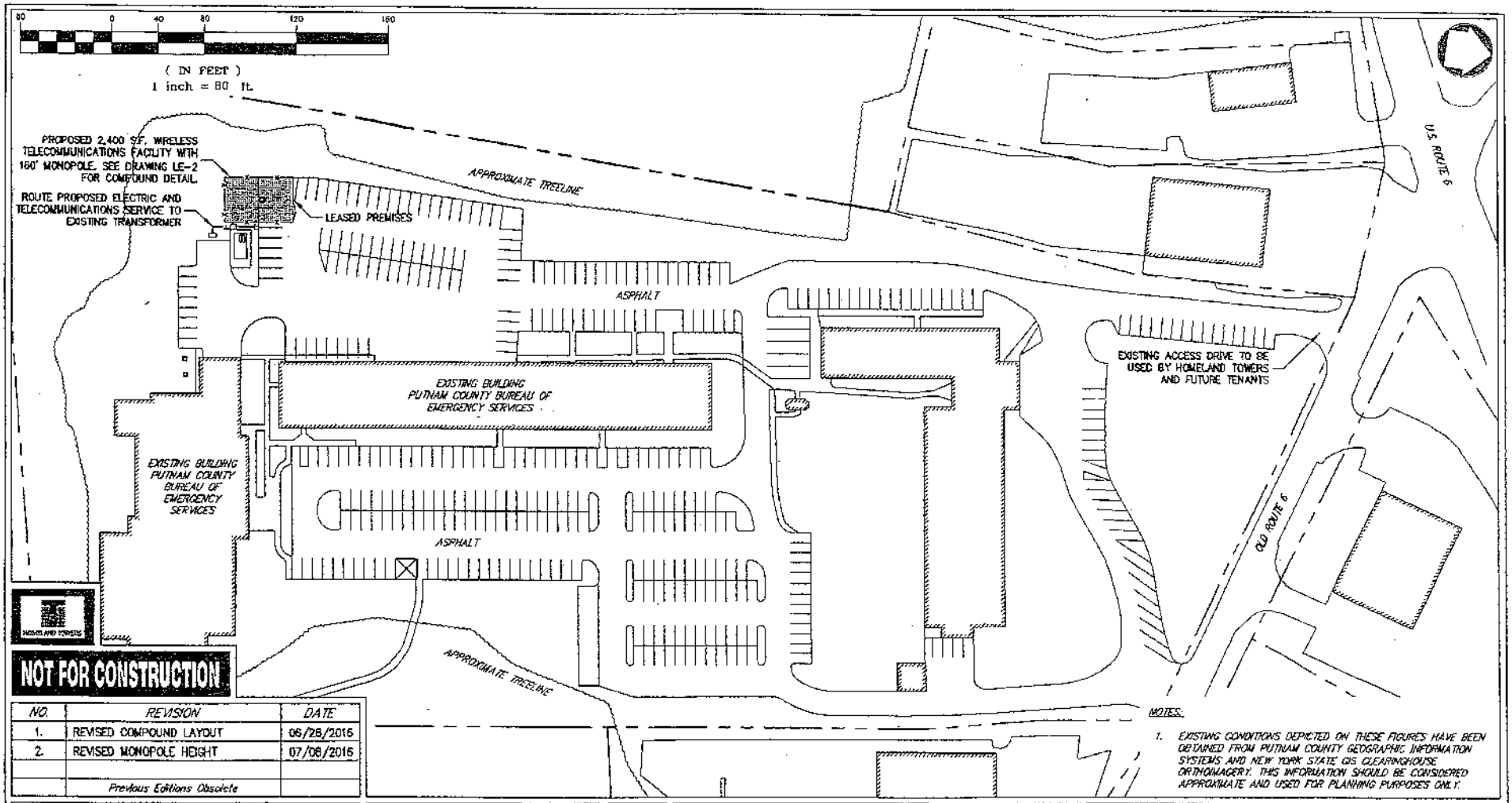
STATE OF _____)
) SS:
COUNTY OF_____)

On the ____ day of _____, 2016, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT "A"

SITE PLAN



NOT FOR CONSTRUCTION

NO.	REVISION	DATE
1.	REVISED COMPOUND LAYOUT	06/28/2016
2.	REVISED MONOPOLE HEIGHT	07/08/2016
	Previous Editions Obsolete	

NOTES:

1. EXISTING CONDITIONS DEPICTED ON THESE FIGURES HAVE BEEN OBTAINED FROM PUTNAM COUNTY GEOGRAPHIC INFORMATION SYSTEMS AND NEW YORK STATE GIS CLEARINGHOUSE ORTHOIMAGERY. THIS INFORMATION SHOULD BE CONSIDERED APPROXIMATE AND USED FOR PLANNING PURPOSES ONLY.

APPROVED BY:

OWNER/SAC: _____ DATE: _____

APPROVED BY:

CONSTRUCTION: _____ DATE: _____

APPROVED BY:

RF ENGINEER: _____ DATE: _____

LESSEE:

HOMELAND TOWERS, LLC
22 SHELTER ROCK LANE, BLDG. C
DANBURY, CT 06810

COPYRIGHT © 2016 by JMC All Rights Reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of JMC PLANNING, ENGINEERING, LANDSCAPE ARCHITECTURE & LAND SURVEYING, PLLC | JMC SITE DEVELOPMENT CONSULTANTS, LLC | JOHN MEYER CONSULTING, INC. (JMC). Any modifications or alterations to this document without the written permission of JMC shall render them invalid and unusable.

NY186 – PCBOES OVERALL SITE PLAN

PCBOES WIRELESS TELECOMMUNICATIONS FACILITY
112 OLD ROUTE 6
TOWN OF CARMEL, NEW YORK 10512

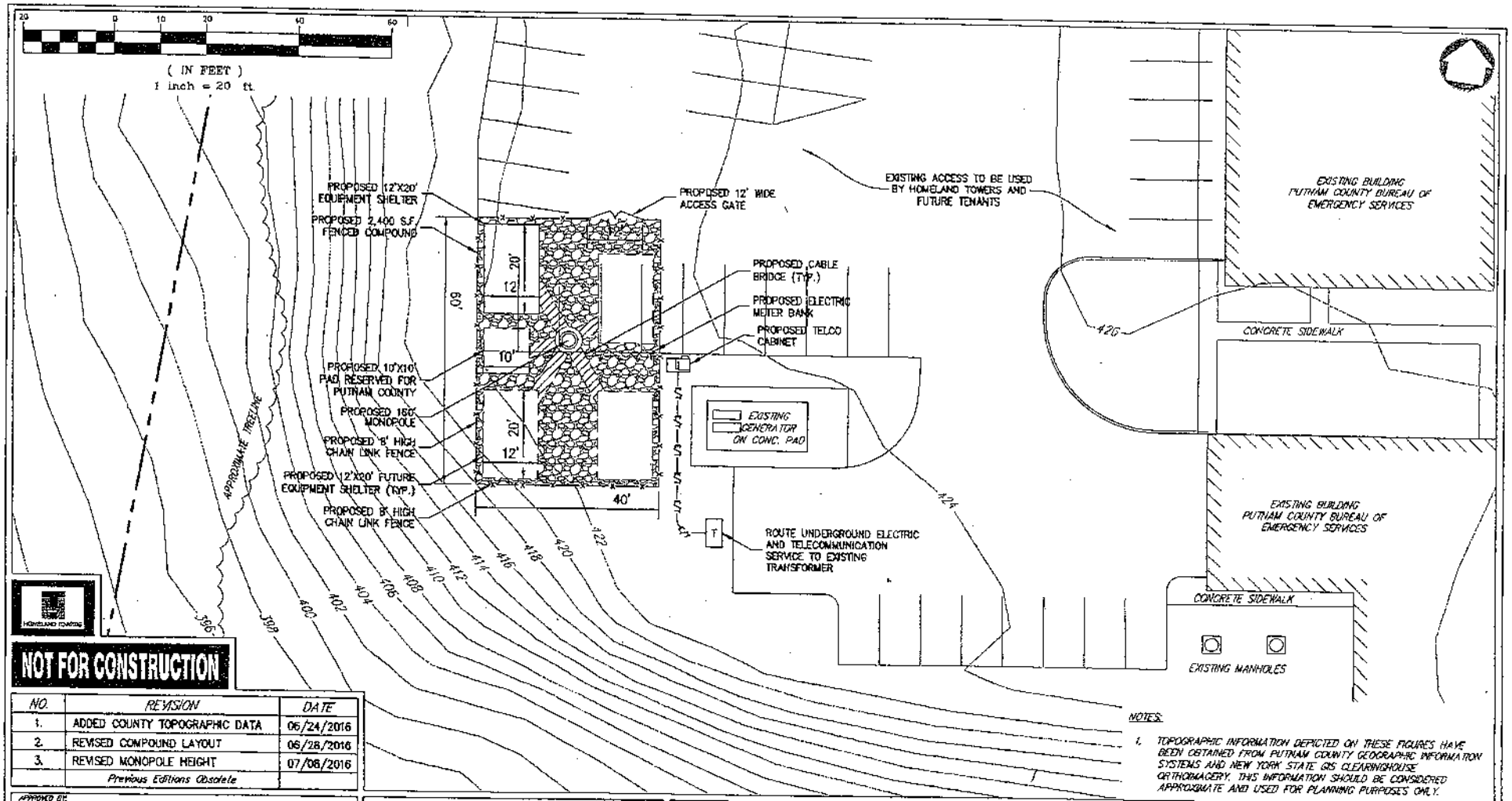
JMC
JMC Planning, Engineering, Landscape Architecture & Land Surveying, PLLC
JMC Site Development Consultants, LLC
John Meyer Consulting, Inc.
120 BEDFORD ROAD • ARMONK, NY 10504
voice 914.273.5225 • fax 914.273.2102
www.jmcpllc.com

DRAWN: PD	APPROVED: RR
SCALE: 1" = 80'	
DATE: 05/10/2016	
JMC NO: 16086	
DWG: 16086-LE	SHEET: LE-1
SITE NUMBER: NY186 – PCBOES	

LE-1

EXHIBIT "B"

SITE DETAIL PLAN AND ELEVATION



NOT FOR CONSTRUCTION

NO.	REVISION	DATE
1.	ADDED COUNTY TOPOGRAPHIC DATA	06/24/2016
2.	REVISED COMPOUND LAYOUT	06/28/2016
3.	REVISED MONOPOLE HEIGHT	07/08/2016
	Previous Editions Obsolete	

NOTES:

1. TOPOGRAPHIC INFORMATION DEPICTED ON THESE FIGURES HAVE BEEN OBTAINED FROM PUTNAM COUNTY GEOGRAPHIC INFORMATION SYSTEMS AND NEW YORK STATE GIS CLEARINGHOUSE ORTHOIMAGERY. THIS INFORMATION SHOULD BE CONSIDERED APPROXIMATE AND USED FOR PLANNING PURPOSES ONLY.

APPROVED BY:
OWNER/SAC: _____ DATE: _____
APPROVED BY:
CONSTRUCTION: _____ DATE: _____
APPROVED BY:
RF ENGINEER: _____ DATE: _____

LESSEE:
HOMELAND TOWERS, LLC
22 SHELTER ROCK LANE, BLDG. C
DANBURY, CT 06810

COPYRIGHT © 2016 by JMC All Rights Reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of JMC PLANNING, ENGINEERING, LANDSCAPE ARCHITECTURE & LAND SURVEYING, PLLC | JMC SITE DEVELOPMENT CONSULTANTS, LLC | JOHN MEYER CONSULTING, INC. (JMC). Any modifications or alterations to this document without the written permission of JMC shall render them invalid and unusable.

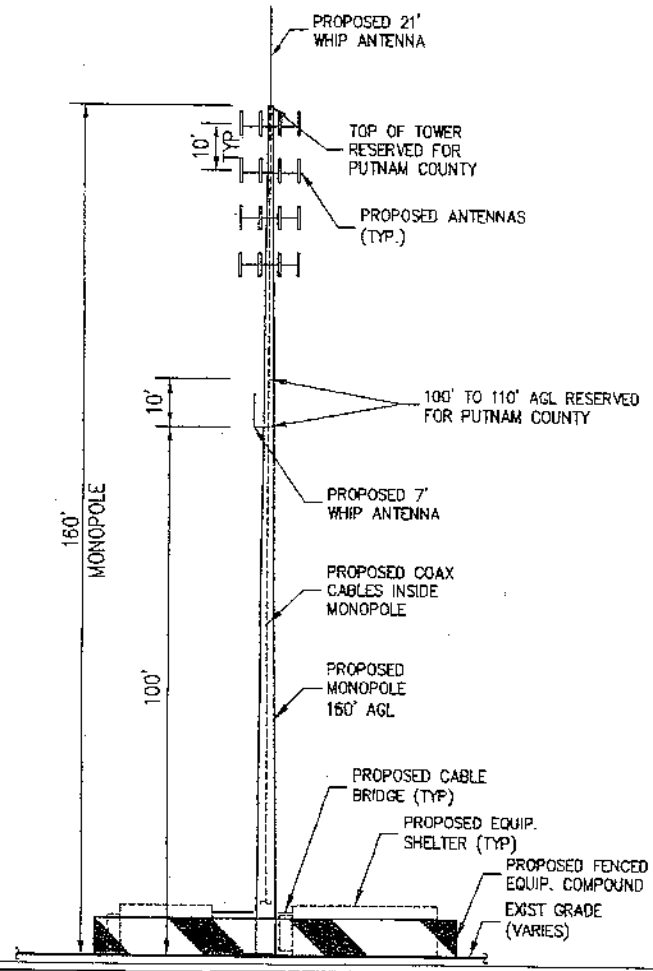
NY186 – PCBOES COMPOUND PLAN

PCBOES WIRELESS TELECOMMUNICATIONS FACILITY
112 OLD ROUTE 6
TOWN OF CARMEL, NEW YORK 10512

JMC
JMC Planning, Engineering, Landscape Architecture & Land Surveying, PLLC
JMC Site Development Consultants, LLC
John Meyer Consulting, Inc.
120 BEDFORD ROAD • ARMONK, NY 10504
voice 914.273.5225 • fax 914.273.2102
www.jmcpllc.com

DRAWN: PD APPROVED: RR
SCALE: 1" = 20'
DATE: 05/10/2016
PROJ. NO. 16086
DWG: 16086-LE DWG: LE-2 SHT: LE-2
SITE NUMBER: NY186 – PCBOES

LE-2



HOMELAND TOWERS

NOT FOR CONSTRUCTION

NOTES:
1. METER BANK, TRANSFORMER AND TELCO CABINET NOT SHOWN FOR CLARITY.
2. COUNTY SPECIFICATION SUBJECT TO AVAILABILITY AND CHANGE.

NO.	REVISION	DATE
1.	REVISED MONOPOLE HEIGHT	07/08/2016
2.	REVISED MONOPOLE HEIGHT	07/11/2016
	Previous Editions Obsolete	

APPROVED BY:
OWNER/SAC: _____ DATE: _____
APPROVED BY:
CONSTRUCTION: _____ DATE: _____
APPROVED BY:
RF ENGINEER: _____ DATE: _____

LESSEE:
HOMELAND TOWERS, LLC
22 SHELTER ROCK LANE, BLDG. C
DANBURY, CT 06810

COPYRIGHT © 2016 by JMC All Rights Reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of JMC PLANNING, ENGINEERING, LANDSCAPE ARCHITECTURE & LAND SURVEYING, PLLC | JMC SITE DEVELOPMENT CONSULTANTS, LLC | JOHN MEYER CONSULTING, INC. (JMC). Any modifications or alterations to this document without the written permission of JMC shall render them invalid and unusable.

NY186 – PCBOES TOWER ELEVATION

PCBOES WIRELESS TELECOMMUNICATIONS FACILITY
112 OLD ROUTE 6
TOWN OF CARMEL, NEW YORK 10512

JMC
JMC Planning, Engineering, Landscape Architecture & Land Surveying, PLLC
JMC Site Development Consultants, LLC
John Meyer Consulting, Inc.
120 BEDFORD ROAD • ARMONK, NY 10504
voice 914.273.5225 • fax 914.273.2102
www.jmcpllc.com

DRAWN: PD	APPROVED: RR
SCALE: N.T.S.	
DATE: 05/10/2016	
PROJ. NO.: 16006	
DWG: 006-LE	SHT: LE-3
SITE NUMBER: NY186 – PCBOES	

LE-3

EXHIBIT "C"

MEMORANDUM OF LEASE

[SEE ATTACHED.]

PREPARED/RECORDING REQUESTED BY:

Homeland Towers, LLC
22 Shelter Rock Lane, Building C
Danbury, CT 06810

Record and Return to:

Tax ID/Parcel No.: _____

(space above for Recorder's use only)

MEMORANDUM OF WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT

THIS MEMORANDUM OF WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT (this "Memorandum"), made and entered into on this _____ day of _____, 2016 by and between the COUNTY OF PUTNAM, a New York municipal corporation ("Landlord") and HOMELAND TOWERS, LLC, a Delaware limited liability company ("Tenant"), is a record of that certain Wireless Communications Site Lease Agreement ("Lease") between Landlord and Tenant dated as of _____, 20____. The Lease contains, among other things, the following terms:

1. Description of Property. The Premises are located on that certain real property described in Exhibit A hereto (the "Property").

2. Term. The "Initial Term" of the Lease is ten (10) years beginning on the date set forth in Section 3 of the Lease. Tenant has the right to extend the term of the Lease for six (6) successive terms of five (5) years each (individually, a "Renewal Term," and collectively, the "Renewal Terms"). The Initial Term and any applicable Renewal Term(s) are collectively referred to as the "Term."

3. Quiet Enjoyment. Pursuant to the Lease, Tenant has the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users. Pursuant to the Lease, Landlord shall not grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by Landlord, to any other person or entity for the operation of antenna and/or telecommunications facilities.

4. Subletting. Tenant has the right, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Premises to be occupied or used by its subtenants, licensees, and customers in connection with the provision of communication services.

5. Right of First Refusal. The Lease grants Tenant a right of first refusal in the event of (a) a lease, grant of an easement, or sale of the Property, in whole or in part, including, but not necessarily limited to, the portion of the Property on which the Premises are located, (b) a sale, transfer, or other conveyance of Landlord's interest in the Lease including, without limitation, the right to receive rent under the Lease, and (c) the right to enter into an option, lease, or easement after the term of the Lease.

6. Limited First Right to Negotiate. In the event that Tenant exercises all of the Renewal Terms under the Lease, the Lease grants Tenant an exclusive right to negotiate with Landlord with respect to the terms of a new lease for a period of six (6) months commencing on the last day of the final Renewal Term. In the event that Tenant and Landlord have not reached agreement as to all of the material terms of the new lease on or before the expiration of such six (6) month period, then Tenant's exclusive right to negotiate shall be of no further force or effect.

7. Limited Power of Attorney. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

8. Ratification of Lease; Release of Memorandum. By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Premises are subject to the Lease. Following the expiration or earlier termination of the Lease, Tenant will, upon Landlord's written request therefore, execute and deliver to the Landlord an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Option and Ground Lease as of the date first above written.

County of Putnam
a New York municipal corporation__
("Landlord")

By:_____
Name: _____
Title: _____

Signed, sealed and delivered in the presence of:

_____
Print Name:_____

_____
Print Name: _____

State of _____
County of _____

On _____, 2016, before me, the undersigned Notary Public, personally appeared _____, _____ of _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (Affix Notarial Seal)

Print Name:_____

My Commission Expires:_____

Commission No.:_____

EXHIBIT "A" TO MEMORANDUM OF WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

SITUATED IN THE COUNTY OF PUTNAM, STATE OF NEW YORK:
ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF
CARMEL, COUNTY OF PUTNAM, STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A STATE HIGHWAY MONUMENT IN THE SOUTHERLY SIDE OF OLD ROUTE 06 ON THE
DIVISION LINE BETWEEN THE PREMISES HEREIN DESCRIBED AND OTHER LANDS NOW OR FORMERLY OF
J. KEESMAN; AND RUNNING THENCE ALONG THE SOUTHERLY SIDE OF OLD ROUTE 06 THE FOLLOWING
(3) COURSES AND DISTANCES:
(1) SOUTH 62 DEGREES 50' 00" EAST 77.38 FEET;
(2) SOUTH 55 DEGREES 34' 50" EAST 150.61 FEET; AND
(3) SOUTH 61 DEGREES 59' 10' EAST 194.32 FEET TO A POINT ON THE DIVISION LINE BETWEEN
PREMISES HEREIN DESCRIBED AND OTHER LANDS NOW OR FORMERLY OF J. KEESMAN;
AND RUNNING THENCE ALONG SAID DIVISION LINE THE FOLLOWING (3) COURSES AND DISTANCES:
(1) SOUTH 04 DEGREES 29' 40' EAST 65.70 FEET;
(2) SOUTH 05 DEGREES 15' 10' WEST 787.03 FEET; AND
(3) SOUTH 02 DEGREES 29' 50" WEST 98.47 FEET TO A POINT ON THE DIVISION LINE BETWEEN THE
PREMISES HEREIN AND OTHER LANDS NOW OR FORMERLY OF J. KEESMAN;
RUNNING THENCE ALONG SAID DIVISION LINE AND PARTIALLY ALONG A STONE WALL THE FOLLOWING
(4) COURSE AND DISTANCES:
(1) SOUTH 89 DEGREES 40' 50" WEST 88.37 FEET;
(2) SOUTH 87 DEGREES 50' 10" WEST 103.24 FEET;
(3) NORTH 88 DEGREES 23' 10" WEST 157.72 FEET; AND
(4) NORTH 87 DEGREES 56' 50' WEST 246.17 FEET TO A POINT ON THE DIVISION LINE BETWEEN THE
PREMISES HEREIN AND OTHER LANDS NOW OR FORMERLY OF J. KEESMAN;
RUNNING THENCE ALONG SAID DIVISION LINE THE FOLLOWING (3) COURSES AND DISTANCES:
(1) NORTH 15 DEGREES 51' 30" EAST 981.11 FEET; AND CONTINUING ALONG A STONE WALL.
(2) NORTH 08 DEGREES 02' 50" EAST 114.99 FEET AND
(3) NORTH 10 DEGREES 43' 10" EAST 94.48 FEET TO THE POINT OR PLACE OF BEGINNING.
TAX ID NO: 55.15-1-21

#6K

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

APPROVAL 2016 CONGESTION MITIGATION AND AIR QUALITY (CMAQ) PROGRAM PROPOSALS FOR PROJECT FUNDING

WHEREAS, the County Executive and the Putnam County Legislature agree that implementing projects that reduce traffic congestion and improve air quality, reduce greenhouse gas emissions, improve water quality and preserve open space are wholly in the best interests of the County taxpayers; and

WHEREAS, grant funding opportunities exist in connection with projects that focus on reducing vehicular emissions and vehicular travel, which projects, if implemented, are expected to positively impact the County's air quality and mitigate congestion in the County and are wholly in the best interests of the County taxpayers; and

WHEREAS, Project Proposals were sought by the New York Metropolitan Transportation Council (NYMTC)-Mid-Hudson South Transportation Coordinating Committee (MHSTCC) for grant funding opportunities offered through the Congestion Mitigation and Air Quality Program (CMAQ), which Program is administered by the Federal Highway Administration (FHWA), and the County submitted its proposed Project Proposals (attached hereto as Exhibit A) to the MHSTCC for members' review and consideration; and

WHEREAS, MHSTCC voting members accepted the County's Project Proposals and the County, in order to make application for CMAQ Program funding through the FHWA, must submit supporting documentation, data, and information as part of the overall application process for such grant funding for the aforesaid Project Proposals; and

WHEREAS, if grant funding is awarded to the County for Project Proposals in connection with the aforesaid CMAQ Program by the FHWA, the Federal contributions will be eighty (80%) percent match, *to wit*:

Proposed Project	Location/Description	Federal Amount	County Match*
Traffic Signal Upgrades	(10) traffic signals (throughout the County)	$2,500,000	$625,000

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

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

Bus Replacements	**(20) 16-20 passenger buses**	**$1,523,200**	**$380,800**
Maybrook Bikeway I-Phase B	**Design/construction 2.7 mi bike path (in Patterson)**	**$1,800,000**	**$450,000**
Traffic Improvements	**Fair Street/Route 52 (in Carmel)**	**$1,500,000**	**$375,000**
Traffic Improvements	**Mt. Hope Road/Route 6 (in Mahopac)**	**$1,000,000**	**$250,000**
		$8,323,200	**$2,080,800**

*** Exclusive of NYSDOT ten (10%) percent match if respective Project Proposal is accepted by the Federal Transit Administration (FTA) to administer same**

and

WHEREAS, the County, by and through the Putnam County Department of Planning, Development and Public Transportation, is desirous to submit supporting documentation, data, and information to the MHSTCC in connection with the above Proposed Projects as part of the overall application process; and

WHEREAS, the County Executive and the Putnam County Legislature agree that the County's submission of Project Proposals, together with supporting documentation, data and information as part of the overall application process, in furtherance of the aforesaid goals to reduce traffic congestion and improve air quality, is wholly in the best interests of the County taxpayers; now therefore be it

RESOLVED, that the County Executive, together with the County Legislature, support the County's applications and submission for CMAQ Program funding and approves the Putnam County Department of Planning, Development and Public Transportation's request to submit to the application process for CMAQ Program funding; and it is hereby further

RESOLVED, that the County Executive, with the advice and assistance of the County Attorney, is authorized to finalize and execute federal/state/local agreement(s), as the case may be, upon approval by the respective agency(s) of the County's Project Proposal(s) and application(s) as aforesaid; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

cc: all Phys. Reso

Putnam County
Department of Planning, Development, and Public Transportation

www.putnamcountyny.com

Sandra M. Fusco
Deputy Commissioner

841 Fair Street
Carmel, NY 10512

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

MEMORANDUM

TO: Legislator Carl Albano
Chairman, Physical Services Committee

CC: Ginny Nacerino
Chairperson, Legislature

FROM: Sandra M. Fusco (SF)
Deputy Commissioner
Planning, Development and Public Transportation Department

DATE: November 8, 2016

RE: 2016 Congestion Mitigation and Air Quality (CMAQ) Funding Opportunity

2016 NOV -8 PM 2:17
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

The County makes application for and receives substantial financial assistance and funding from various federal and state sources for projects throughout the County. The County, as a member of the New York Metropolitan Transportation Council's (NYMTC) Mid-Hudson South Technical Coordinating Committee (MHSTCC), submitted Project Proposals for review/consideration by the MHSTCC for a funding opportunity through the CMAQ Program, which Program is administered through the Federal Highway Administration (FHWA).

The MHSTCC members voted and accepted the County's Project Proposals and, as part of the overall application process, the County is being asked to submit documentation, data, information, etc. in order to move forward with each Project Proposal's respective formal application. The County's Project Proposals are aimed to further the goals of the CMAQ Program, including, without limitation, reducing traffic congestion and improving air quality, reducing greenhouse gas emissions, improving water quality and preserving open spaces.

To this end, and as proposed on the annexed Resolution, it is respectfully submitted that Putnam County could greatly benefit if the Proposed Projects reflected on the attached Resolution are implemented, such Project Proposals submitted herewith for the Legislature's review and consideration. It is further respectfully submitted that this matter be placed on the Physical Services Committee Meeting agenda, which meeting is scheduled for November 15, 2016.

Thank you.

cc: MaryEllen Odell/County Executive
Bruce Walker/Deputy County Executive
William J. Carlin, Jr./Commissioner of Finance
Fred Pena/Commissioner of Highways and Facilities

RESOLUTION/APPROVAL 2016 CONGESTION MITIGATION AND AIR QUALITY (CMAQ) PROGRAM PROPOSALS FOR PROJECT FUNDING

WHEREAS, the County Executive and the Putnam County Legislature agree that implementing projects that reduce traffic congestion and improve air quality, reduce greenhouse gas emissions, improve water quality and preserve open space are wholly in the best interests of the County taxpayers; and

WHEREAS, grant funding opportunities exist in connection with projects that focus on reducing vehicular emissions and vehicular travel, which projects, if implemented, are expected to positively impact the County's air quality and mitigate congestion in the County and are wholly in the best interests of the County taxpayers; and

WHEREAS, Project Proposals were sought by the New York Metropolitan Transportation Council (NYMTC)-Mid-Hudson South Transportation Coordinating Committee (MHSTCC) for grant funding opportunities offered through the Congestion Mitigation and Air Quality Program, which Program is administered by the Federal Highway Administration (FHWA), and the County submitted its proposed Project Proposals (attached hereto as Exhibit A) to the MHSTCC for members' review and consideration; and

WHEREAS, MHSTCC voting members accepted the County's Project Proposals and the County, in order to make application for CMAQ Program funding through the FHWA, must submit supporting documentation, data, and information as part of the overall application process for such grant funding for the aforesaid Project Proposals; and

WHEREAS, if grant funding is awarded to the County for Project Proposals in connection with the aforesaid CMAQ Program by the FHWA, the Federal contributions will be eighty (80%) percent match, *to wit*:

Proposed Project	Location/Description	Federal Amount	County Match*
Traffic Signal Upgrades	(10) traffic signals (throughout the County)	$2,500,000	$625,000
Bus Replacements	(20) 16-20 passenger buses	$1,523,200	$380,800
Maybrook Bikeway I-Phase B	Design/construction 2.7 mi bike path (in Patterson)	$1,800,000	$450,000
Traffic Improvements	Fair Street/Route 52 (in Carmel)	$1,500,000	$375,000
Traffic Improvements	Mt. Hope Road/Route 6 (in Mahopac)	$1,000,000	$250,000
		$8,323,200	$2,080,800

* Exclusive of NYSDOT ten (10%) percent match if respective Project Proposal is accepted by the Federal Transit Administration (FTA) to administer same

and

WHEREAS, the County, by and through the Putnam County Department of Planning, Development and Public Transportation, is desirous to submit supporting documentation, data, and information to the MHSTCC in connection with the above Proposed Projects as part of the overall application process; and

WHEREAS, the County Executive and the Putnam County Legislature agree that the County's submission of Project Proposals, together with supporting documentation, data and information as part of the overall application process, in furtherance of the aforesaid goals to reduce traffic congestion and improve air quality, is wholly in the best interests of the County taxpayers; now therefore be it

RESOLVED, that the County Executive, together with the County Legislature, support the County's applications and submission for CMAQ Program funding and approves the Putnam County Department of Planning, Development and Public Transportation's request to submit to the application process for CMAQ Program funding; and it is hereby further

RESOLVED, that the County Executive, with the advice and assistance of the County Attorney, is authorized to finalize and execute federal/state/local agreement(s), as the case may be, upon approval by the respective agency(s) of the County's Project Proposal(s) and application(s) as aforesaid; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.

EXHIBIT A

MHSTCC CMAQ PROJECT PROPOSAL FORM

Deadline for MHSTCC's receipt of project proposal: July 1, 2016

This application has been designed to be completed electronically in Microsoft Word. Using the form as an original template, save it as a different file name for each project proposal.

- The form consists of entry fields (fill-in blanks, check boxes and drop-down lists) that you will be using to complete this application. To move from field to field, utilize any of the following options: mouse pointer, TAB/shift TAB, or arrow keys.
- Some fields already contain default text (e.g., "Enter project name here"). To complete these fields, either type over the default text using the insert over mode or DELETE the text prior to entry.

If you have any questions or problems, please contact the MHSTCC staff at 845-431-7925.

A. PROPOSAL INFORMATION

PROJECT INFORMATION (*All Project Proposals Must Ultimately be Sponsored by a Governmental Body*)

[redacted]	Replace Traffic Signals in Putnam County
[redacted]	Various Locations throughout Putnam County
[redacted]	Multi-municipalities [redacted] Putnam County
[redacted]	Putnam County
[redacted]	

APPLICANT CONTACT INFORMATION (*Public and/or Non-Governmental Group Initiating Project*)

[redacted] Sandra M. Fusco	[redacted] Deputy Commissioner	
[redacted] Putnam County Department of Planning, Development & Public Transport		
[redacted] 841 Fair Street		
[redacted] Carmel, NY	[redacted] 10512	
[redacted] 845 - 878 - 3480	[redacted] 845 - 808 - 1948	[redacted] Sandra.fusco@putnamcountyny.gov

SPONSOR CONTACT INFORMATION (*Governmental Body Sponsoring Project Proposal*)

[redacted] MaryEllen Odell	[redacted] County Executive	
[redacted] Putnam County		
[redacted] 40 Gleneida Avenue		
[redacted] Carmel, NY	[redacted] 1 0512 - ####	
[redacted] 845-808-1001	[redacted] 845-808-1901	[redacted] maryellen.odell@putnamcountyny.gov

[redacted]

SPONSOR'S SIGNATURE (*Remember to send the original, signed copy*)

[redacted]	Maryellen Odell
	6-30-16
[redacted]	

1. DESCRIBE THE EXISTING CONDITIONS AND/OR PROBLEMS:

Putnam County has a total of eight (8) existing traffic signals at intersections that are under County jurisdiction.* The existing traffic lights are approximately 30 years old, and the spare parts (especially the controllers) are no longer available for these antiquated signals. If these signals were to break down and repairs/ replacements were delayed or unable to occur, traffic congestion would significantly increase along with the amount of air pollution at these intersections. In addition, correcting the signalization timing at these intersections will reduce traffic at these intersections, resulting in reduced idling and congestion at eight intersections on County roadways. This would thereby reduce emissions and help to attain air quality standards.

The cost of replacement is estimated at $265,000 each, exclusive of design and inspection costs, for a total estimated cost of the proposed project of $3,125,000.

The intersections where the traffic signals will be replaced are as follows:

- Doansburg Road and Mt. Ebo Road, Town of Southeast, NY
- Farm to Market Road and Foggingtown Road, Town of Southeast, NY
- Fair Street and John Simpson Road, Town of Carmel, NY
- Stoneleigh Avenue and Drewville Road, Town of Carmel, NY
- Fair Street and Hill & Dale Road, Town of Carmel, NY
- Peekskill Hollow Road and Oscawana Lake Road, Town of Putnam Valley, NY
- Peekskill Hollow Road and Church Road/ Mill Road, Town of Putnam Valley, NY
- Peekskill Hollow Road and Putnam Valley High School, Town of Putnam Valley, NY

* Plus there are two (2) traffic signals at County roads intersecting with New York State roads for a total of ten (10) traffic signals for this project:
- Stoneleigh Avenue and U.S. Route 6, Town of Carmel, NY
- John Simpson Road and U.S. Route 6, Town of Carmel, NY

2. DESCRIBE THE PROJECT AND PROJECT OBJECTIVES:

Describe the proposed project, its objectives and the problems it will address. Be sure to discuss how and for what period of time the project contributes to the reduction of vehicular emissions and vehicular travel and the attainment of air quality standards. (NOTE: a project proposal is not eligible for CMAQ funding if it only maintains the existing condition. Also, please include a diagram, map and/or schematic of the project/project area.)

Putnam County has a total of eight (8) existing traffic signals at intersections that are under County jurisdiction.* The existing traffic lights are approximately 30 years old, and the spare parts (especially the controllers) are no longer available for these antiquated signals. If these signals were to break down and repairs/ replacements were delayed, traffic congestion would significantly increase along with the amount of air pollution at these intersections. In addition, correcting the signalization timing at these intersections will reduce traffic at these intersections, resulting in reduced idling and congestion at eight intersections on County roadways. This would thereby reduce emissions and help to attain air quality standards.

The cost of replacement is estimated at $265,000 each, exclusive of design and inspection costs, for a total estimated cost of $3,125,000 for this proposed project.

The intersections where the traffic signals would be replaced are as follows:

- **Doansburg Road and Mt. Ebo Road, Town of Southeast, NY**
- **Farm to Market Road and Foggingtown Road, Town of Southeast, NY**
- **Fair Street and John Simpson Road, Town of Carmel, NY**
- **Stoneleigh Avenue and Drewville Road, Town of Carmel, NY**
- **Fair Street and Hill & Dale Road, Town of Carmel, NY**
- **Peekskill Hollow Road and Oscawana Lake Road, Town of Putnam Valley, NY**
- **Peekskill Hollow Road and Church Road/ Mill Road, Town of Putnam Valley, NY**
- **Peekskill Hollow Road and Putnam Valley High School, Town of Putnam Valley, NY**

* **Plus there are two (2) traffic signals at County roads intersecting with New York State roads for a total of ten (10) traffic signals for this project:**
- **Stoneleigh Avenue and U.S. Route 6, Town of Carmel, NY**
- **John Simpson Road and U.S. Route 6, Town of Carmel, NY**

3. Is the proposed project a demonstration or pilot project that will test the feasibility or effectiveness of a service, program or technology? ( ) Yes (X) No

4. If *yes* to Question 3, how will the proposed project lead to implementation of future beneficial actions? If the demonstration is successful, has the sponsor committed to continue financial/operational support?
N/A

5. Describe the transportation modes (i.e., walk, bike, private car, taxi, bus or rail transit) in the area to be impacted by the proposed project and any improvements the proposed project will have in the coordination of those transportation modes: (if applicable)
N/A

Transportation modes (walking, biking, private car, taxi and bus) will be impacted by the project inasmuch as signalization timing will reduce traffic and congestion; moreover, air pollution at these intersections will be decreased as reduced idling and congestion will result in reduced emissions and better air quality standards.

6. Describe how the proposed project will improve the mobility of travelers and/or reduce vehicular traffic congestion in the area that it will impact: (if applicable)

Putnam County has a total of eight (8) existing traffic signals at intersections that are under County jurisdiction.* The existing traffic lights are approximately 30 years old, and the spare parts (especially the controllers) are no longer available for these antiquated signals. If these signals were to break down and repairs/ replacements were delayed, traffic congestion would significantly increase along with the amount of air pollution at these intersections. In addition, correcting the signalization timing at these intersections will reduce traffic at these intersections, resulting in reduced idling and congestion at the following specific intersections on County roadways. This would thereby reduce emissions and help to attain air quality standards:

- **Doansburg Road and Mt. Ebo Road, Town of Southeast, NY**
- **Farm to Market Road and Foggingtown Road, Town of Southeast, NY**
- **Fair Street and John Simpson Road, Town of Carmel, NY**
- **Stoneleigh Avenue and Drewville Road, Town of Carmel, NY**
- **Fair Street and Hill & Dale Road, Town of Carmel, NY**
- **Peekskill Hollow Road and Oscawana Lake Road, Town of Putnam Valley, NY**
- **Peekskill Hollow Road and Church Road/ Mill Road, Town of Putnam Valley, NY**
- **Peekskill Hollow Road and Putnam Valley High School, Town of Putnam Valley, NY**

* **Plus there are two (2) traffic signals at County roads intersecting with New York State roads for a total of ten (10) traffic signals for this project:**
  - **Stoneleigh Avenue and U.S. Route 6, Town of Carmel, NY**
  - **John Simpson Road and U.S. Route 6, Town of Carmel, NY**

B. PROJECT READINESS

1. Describe steps taken to advance project deliverability/readiness to date.

Putnam County is ready to proceed with this project. The intersections with traffic signals that need to be replaced have been identified. Final design, construction and inspection services for the project will be bid out to be completed by a qualified consultant; however, the County is ready to go out to bid on this project after funding is awarded.

2. Describe your organization's experience implementing projects using federal funds.

Putnam County has extensive experience implementing projects using federal funds, for both transit projects as well as highway projects. For example, Putnam County has designed and constructed numerous bikeway sections in Putnam County, including 11 miles of the Putnam Bikeway, and segments of the Maybrook Bikeway. Putnam County also used federal funding to build the Putnam County transit garage in the past as well as purchase buses for public transportation since the 1980s.

3. Please be sure to complete the Project Readiness checklist below. The purpose of this checklist is to help the proposal review team assess the level of "Project Readiness" of the submitted project proposals. Complete the section of the checklist which best describes the type of project you are proposing.

CONSTRUCTION PROJECTS (examples include bicycle and pedestrian projects, congestion reduction and traffic flow improvements, some freight and intermodal projects, new transit facilities). Please answer the following questions:

a) Has a preferred alternative been selected for your project (please select one):

- ☐ A final preferred alternative has been selected
- ☐ A draft preferred alternative has been selected
- ☐ A preferred alternative has not been selected
- ☒ Other addressed in project description

b) If Right-of-Way (ROW) acquisition is required for this project, the ROW has...

- ☐ Been identified and secured
- i) Been identified and negotiations have begun to secure ROW
  - (1) If so, are negotiations being conducted according to the approved federal processes? ☐ Yes ☐ No
- ☐ Only been identified
- ☐ Other addressed in project description
- ☒ ROW acquisition is not required for this project

c) If environmental clearance is required for this project, the categorical exclusion documents...

- ☐ Are completed and approved
- ☐ Are in draft form awaiting approval
- ☐ Have been prepared but have not yet been submitted to the regulatory agencies
- ☒ Have not yet been developed
- ☐ Are not required for this project type
- ☐ Other addressed in project description

d) Does this project require permits? ___Yes ___X_No

i) If so, please list:

EQUIPMENT, VEHICLES, OR TECHNOLOGY PROJECTS (examples include diesel retrofits and repowers, idle reduction technologies, and vehicle replacements). Please complete the following statements:

a) The project sponsor has:

☐ Prepared bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☐ Drafted bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☐ Prepared a reasonable plan to prepare bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☒ Other (addressed in A2, Project and Project Objectives).

b) The project sponsor has:

☐ Identified the specific vehicles that are going to be retrofitted, replaced, or improved.

☐ Identified a number of vehicles, but not the specific vehicles, that are going to be retrofitted, replaced, or improved.

☒ Other (addressed in A2, Project and Project Objectives).

c) The project sponsor has:

☐ Identified the technology specifications to be included in the RFP or bid documents for the alternative fuel, retrofit, repower, or technology project.

☐ Identified the approved EPA technology to be used for the alternative fuel, retrofit, repower, or technology project but does not have the equipment specifications.

☐ Prepared a reasonable plan for identifying and obtaining the specifications necessary to prepare bid or RFP documents for the alternative fuel, retrofit, repower, or technology project.

☒ Other (addressed in A2, Project and Project Objectives).

PROGRAMMATIC PROJECTS (examples include new transit service, TDM, marketing, education and outreach). Please complete the following statement:

a) The project sponsor has:

☐ Completed studies or surveys that identify potential ridership, need for new transit routes, or target audience for outreach.

☐ Planned studies or surveys in progress that will identify potential ridership, need for new transit routes, or target audience for outreach.

☐ Identified partners for outreach, potential transit routes, or marketing audiences but does not have formal surveys or studies to support the project.

☒ Other (addressed in A2, Project and Project Objectives).

C. CONSISTENCY WITH THE REGIONAL TRANSPORTATION PLAN

1. Is the proposed project specified in NYMTC's FFY 2014-2040 Regional Transportation Plan (*Plan 2040*) and/or its component elements such as the pedestrian-bicycle element, Regional Freight Plan or Coordinated Public Transit-Human Services Plan? [X] Yes [ ] No

2. If *yes* to Question 1, please specify the *Plan ID number* of the proposed project from *Plan 2040*:

The Plan ID # is MHSSP2302C "Mid- Hudson South Block Funding for Future CMAQ Projects in Putnam, Rockland and Westchester Counties". Therefore, the proposed project is consistent with the goals, objectives and desired outcomes of Plan 2040.

3. If *no* to Question 1, is the proposed project *consistent* with a project or study specified in *Plan 2040*, or with a congested corridor or link specified in NYMTC's 2013 Congestion Management Process Status Report? [ ] Yes [ ] No

N/A

4. If *yes* to Question 3, please specify the *Plan number* of the *Plan 2040* project or study, and/or the page number of the congested corridor or link in the Congestion Management Process Status Report:

N/A

5. If the proposed project is not specified in the Plan (*with a Plan ID number*), describe how the proposed project is consistent with the goals, objectives and/or desired outcomes of *Plan 2040* and/or its component elements such as the pedestrian-bicycle element, Regional Freight Plan or Coordinated Public Transit-Human Services Plan:

N/A

6. Environmental Justice (EJ): Does the proposed project specifically serve or impact one or several communities of concern identified in *Plan 2040's* Environmental Justice/Title VI Assessment?

   [ ] Yes [X] No

   If yes, please identify the affected communities of concern:

D. PROJECT COSTS AND SCHEDULE

1. Enter the start date and funding levels for each project phase listed below.

Scoping – (S) *This phase provides a general outline of the project.*	mm / yyyy ___ ___	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Preliminary Design or Study – (P) *This phase provides a more thorough assessment of the project and its elements. It is necessary to determine whether the project can be advanced.*	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Detailed Design – (D) *This phase provides the plans, specifications, and estimates needed to let and construct the project.*	mm / yyyy	Phase Cost:	$ 0.2375M
		Federal Amount:	$ 0.1900M
		Match Amount:	$ 0.0475M
R.O.W. Incidentals – (N) *This phase includes preparation work performed in the area of the project prior to the acquisition of right-of-way, where applicable.*	mm / yyyy ___ ___	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
R.O.W. Acquisitions – (R) *This phase acquires the right-of-way necessary for the construction of a project, where applicable.*	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Construction – (C) *This phase constructs facilities and includes related activities.*	mm / yyyy ___ ___	Phase Cost:	$ 2.65M
		Federal Amount:	$ 2.12M
		Match Amount:	$ 0.53M
Construction Inspection – (I) *This phase includes supervision, inspections, engineering, contingencies, orders-on-contract, force account work and any other administrative and/or miscellaneous activities required by, for, or in conjunction with the fulfillment of construction requirements.*	mm / yyyy ___ ___	Phase Cost:	$ 0.2375M
		Federal Amount:	$ 0.1900M
		Match Amount:	$ 0.0475M
Miscellaneous – (M)	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Railroad Force Account – (F)	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Transit – (T)	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
			$3.125M

2. Source of non-federal match

Putnam County funds

3. Percentage of total project cost (non federal match)

20%, or $625,000 of $3,125,000.

4. Source of operating/maintenance funds after completion

(X) Local
( ) NYS (New York State)
( ) Private
( ) SIM (Intermodal)
( ) SDF (State Dedicated Funds)

2. Project completion date:

December 2017

3. Estimated life of the project:

Twenty years

E. PROJECT EMISSIONS ANALYSIS WORKSHEET

Using the CMAQ Data Table Workbook, please provide the requested information within the table and category of your project proposal. *(See the Instructions Worksheet for descriptions of required data items).*

REMINDER NOTE:
For unlisted project types, please consult TCC staff.

Concluding Instructions

Upon completion of the application, be sure to save the document as a unique file name (e.g., project name.doc).

- Please submit the completed application(s) in both hardcopy and electronic formats
- Be sure to include a map, diagram and/or schematic of the project/project area.
- **A hardcopy of this application must be signed by the project sponsor.**
- In order to print the completed application, please use the Print option on the File menu or CTRL+P to display the Print dialog box. From the "Print what:" pull-down near the bottom-left of the dialog box, select "Document" and then click OK.

If you have any questions, or problems, please contact MHSTCC staff at 845-431-5725.

APPENDIX

REGIONAL TRANSPORTATION PLAN GOALS

ENHANCE THE REGION'S ENVIRONMENT	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
NYMTC will continue to work in a collaborative fashion to achieve these outcomes: •Reduced traffic congestion and improved air quality; • Reduced greenhouse gas emissions; • Improved water quality; and • Preservation of open space, especially wetlands.	• Evaluate and enhance demand management programs; • Evaluate and enhance mobile source emissions reduction programs; • Inventory greenhouse gas emissions; • Plan for expanded road pricing; • Implement transit improvements, enhancements in the TIP; • Implement mobility, traffic improvement projects in the TIP; • Implement programmed strategic regional transportation investments: - MTA NYCT Second Avenue Subway - MTA LIRR East Side Access - MTA LIRR Ronkonkoma Branch Second Track - Eight NYC Select Bus Service routes

IMPROVE THE REGION'S ECONOMY	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
The goal of sustainable economic growth will produce, and be supported by, these outcomes: • A strengthened position of the region as a global and national gateway; • Strategic distribution of growth throughout the region; and • Improved regional mobility for people and goods.	• Advance Bus Rapid Transit and managed-use lane projects as part of a regional system; • Implement Central Avenue Transit Signal Priority, Westchester County • Implement programmed strategic regional transportation investments: - Bayonne Bridge clearance project - Moynihan Station Phase I - PATH system modernization • Complete planning and/or environmental assessments for the following Vision Projects: - Cross Harbor goods movement improvements - America's Marine Highway System recommendations - CSX River Line second track - Amtrak Gateway Project - North-East Corridor and Empire Corridor inter-city passenger and freight rail improvements - Moynihan Station Phase II • Continue planning for multi-modal access to ports and airports; • Continue planning for multi-modal goods movement and distribution improvements.

RTP GOALS continued

DESIRED OUTCOMES	NEAR-TERM ACTIONS
By considering quality of life issues, NYMTC members hope to achieve the following outcomes: • Increased intra-regional mobility and accessibility for commuting, recreation and tourism; • Mitigation of negative impacts of transportation in the design, construction, and operation of the system; • Increased ability to safely enjoy walking, bicycling and use of public space; • Vibrant communities.	• Complete planning and/or environmental assessments for the following transit-oriented development and transportation improvement vision projects linked to land use plans: - Nassau Hub Preliminary Regional Study Area transportation improvements; - Wyandach Rising and Ronkonkoma Hub transit-oriented development; - NY 347 corridor reconstruction; - Sagtikos Parkway Truck Bypass; - MTA LIRR Main Line Corridor Planning; - No. 7 Subway Tenth Avenue Station; - Staten Island North Shore transit improvements; - Bruckner-Sheridan Interchange; - I-684 capacity improvements: - Southeast MTA MNR Station parking and pedestrian improvements - I-287 corridor transit enhancements: - Tarrytown-Port Chester local transit improvements - Southern Westchester East-West Corridor transit improvements • Advance the recommendations of the New York-Connecticut Sustainable Communities Initiative; • Advance the Plan 2040 Pedestrian and Bicycle and implement pedestrian and bicycle projects in the TIP; • Complete planning and/or environmental assessments for the following pedestrian and bicycle projects: - Brooklyn and East River waterfront greenways - Hudson River Valley Greenway Link • Continue implementation of Complete Streets policies; • Continue local capacity-building through community planning workshops; • Continue planning for transportation sector clean fuels expansion.

DESIRED OUTCOMES	NEAR-TERM ACTIONS
NYMTC hopes to achieve the following outcomes by working towards this goal: • A sufficient array of transportation choices; • Expanded connections, particularly across modes and between communities; • Increased reliability for passenger and freight trips; and • Increased transit ridership.	• Advance the congestion management process and complete planning and/or environmental assessments for the following Vision Projects: - East River crossing and Hudson River crossing bus/HOV capacity - Cross Bronx Expressway improvements - Additional NYC Select Bus Service routes - Long Island Expressway HOV/Active Transportation Demand Management - Suffolk County Bus Rapid Transit Feasibility Study: Route 110, Sagtikos Parkway, CR97 transit improvement - Central Avenue Bus Rapid Transit, Westchester County - Continue planning for ferry service enhancements and station access improvements • Implement congestion-related improvements and enhancements in the TIP; • Implement programmed strategic regional transportation investments related to system preservation: - Tappan Zee Hudson River Crossing project - Kosciuszko Bridge Replacement

	- Goethals Bridge replacement - East 153rd Street Bridge Replacement - City Island Bridge and Riker's Island Bridge Replacement - Shore Road Bridge Replacement - Bronx River Parkway Bridge Replacement - Cross Bronx Expressway-Grand Central Parkway Interchange - Rehabilitation of Belt Parkway bridges - Major Deegan Expressway Deck Replacement - Van Wyck Expressway Bridges • Implement preservation-related projects in the TIP; • Complete planning and/or environmental assessments for the following projects: - Staten Island Ferry Vessels - Kew Gardens interchange - Cross County Parkway-Saw Mill River Parkway Interchange - MTA NYCT Queens Communications-Based Train Control - MTA NYCT vehicle fleet, depot and station expansion, and sustainability investments - Port Jervis Line Improvements - MTA MNR Penn Station Access
[illegible]	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
The following outcomes will be the goal of all NYMTC members: • Reduced rate of annual injuries and fatalities on the region's transportation systems; • Promulgation of advanced safety and security measures throughout the region; • Enhanced coordination, data, and information sharing among members and other stakeholders; and • Promotion of safety and security improvements in all aspects of transportation planning and implementation.	• Develop comprehensive access to safety-related data; • Develop a regional approach to safety-related data analysis; • Develop operating procedures for safety and security considerations; • Implement safety improvements and enhancements in the TIP; • Implement programmed strategic regional transportation improvements: - East River Bridges - Manhattan Bridge cables and suspenders, and seismic retrofit - Ed Koch Queensboro Bridge seismic retrofit

APPENDIX

RTP GOALS continued

[illegible]	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
NYMTC will continue to work in a collaborative fashion to achieve these outcomes: • Coordinated long-term planning; • A list of prioritized projects; supporting the region's shared vision; • An increase in the use of alternative methods of financing transportation investments to supplement existing Federal and State funding sources; • Obtain a fair share of Federal funds available for transportation, proportional to its transportation needs and economic share relative to the nation; and • Elimination of unfunded mandates.	• Advance near-term actions, immediate strategic regional investments and improvement projects through the TIP; • Pursue agreed upon alternative funding sources; • Reach consensus on other alternative funding sources to be used individually or cooperatively.

[illegible]	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
NYMTC hopes to achieve the following outcomes by working towards this goal: • Member-defined adaptation measures for critical components of the transportation system to accommodate variable and unexpected conditions without catastrophic failure; • Greater resiliency of the regional supply chain by identifying options for goods movement during and after events; • Cooperative partnerships with federal, state, local agencies, and other stakeholders to adapt the transportation system and improve recovery from disruptions.	• Planning and implementation to improve the resiliency of the existing system, including: - Hurricane Sandy recovery projects - New York-New Jersey-Connecticut Transportation Vulnerability Assessment and Adaptation Analysis - Nassau County Coastal Evacuation Routes project • Create new cooperative partnerships with multiple government agencies when responding to disasters; • Pursue new partnerships through the Federal Disaster Recovery Framework for recovery from disasters.

APPENDIX B

VEHICLE TYPES

- Combination Short-Haul Truck
- Combination Lon-Haul Truck
- Intercity/Over the Road Buses
- Light Commercial Truck
- Motor Home
- Motorcycle
- Passenger Car
- Passenger truck
- Refuse Truck
- School Bus
- Single Unit Long-haul Truck
- Single Unit Short-haul Truck
- Transit/Urban Buses

FUEL TYPES

- Gasoline
- Diesel
- CNG
- Hybrid

ROAD TYPES

- Off-Network
- Rural Restricted Access
- Urban Restricted Access
- Rural Unrestricted Access
- Urban Unrestricted Access

MHSTCC CMAQ PROJECT PROPOSAL FORM

Deadline for MHSTCC's receipt of project proposal: July 1, 2016

This application has been designed to be completed electronically in Microsoft Word. Using the form as an original template, save it as a different file name for each project proposal.

- The form consists of entry fields (fill-in blanks, check boxes and drop-down lists) that you will be using to complete this application. To move from field to field, utilize any of the following options: mouse pointer, TAB/shift TAB, or arrow keys.
- Some fields already contain default text (e.g., "Enter project name here"). To complete these fields, either type over the default text using the insert over mode or DELETE the text prior to entry.

If you have any questions or problems, please contact the MHSTCC staff at 845-431-7925.

A. PROPOSAL INFORMATION

PROJECT INFORMATION (*All Project Proposals Must Ultimately be Sponsored by a Governmental Body*)

[redacted]	Replacement buses
[redacted]	Putnam County Transit
[redacted]	N/A [redacted] Putnam
[redacted]	Putnam County
[redacted]	

APPLICANT CONTACT INFORMATION (*Public and/or Non-Governmental Group Initiating Project*)

[redacted] Sandra M. Fusco	[redacted] Deputy Commissioner	
[redacted] Putnam County Department of Planning, Development & Public Trans		
[redacted] 841 Fair Street		
[redacted] Carmel, NY	[redacted] 10512	
[redacted] 845 - 878 - 3480	[redacted] 845 - 808 - 1948	[redacted] Sandra.fusco@putnamcountyny.gov

SPONSOR CONTACT INFORMATION (*Governmental Body Sponsoring Project Proposal*)

[redacted] MaryEllen Odell	[redacted] County Executive	
[redacted] Putnam County		
[redacted] 40 Gleneida Avenue		
[redacted] Carmel, NY	[redacted] 10512	
[redacted] 845-808-1001	[redacted] 845-808-1901	[redacted] maryellen.odell@putnamcountyny.gov

[redacted]

SPONSOR'S SIGNATURE (*Remember to send the original, signed copy*)

[redacted] maryellen odell

6-30-16

[redacted]

1. DESCRIBE THE EXISTING CONDITIONS AND/OR PROBLEMS:

Putnam County Department of Planning, Development, and Public Transportation operates the Putnam Area Rapid Transit (PART) System which was established in September 1981. The PART system currently provides public transportation services on four (4) fixed routes and provides mandated Paratransit service, as well as seasonal Trolley service and a shuttle service that runs from a park and ride in Mahopac, Putnam County to the Croton Falls Train Station in Westchester County. The current vehicle fleet is aging. The buses are approaching the end of their useful life of 200,000 miles and are more than 7 years old. These buses are also less fuel efficient and result in greater emissions. The proposed project will replace twenty (20) vehicles in the current fleet (four 28–passenger diesel buses and sixteen (16) 20-passenger buses) with new 20-passenger buses. By right-sizing the buses with new 20-passenger buses, it is expected that the more fuel efficient buses will reduce emissions and result in less air particulate matter.

2. DESCRIBE THE PROJECT AND PROJECT OBJECTIVES:

Describe the proposed project, its objectives and the problems it will address. Be sure to discuss how and for what period of time the project contributes to the reduction of vehicular emissions and vehicular travel and the attainment of air quality standards. (NOTE: a project proposal is not eligible for CMAQ funding if it only maintains the existing condition. Also, please include a diagram, map and/or schematic of the project/project area.)

Putnam County Department of Planning, Development, and Public Transportation operates the Putnam Area Rapid Transit (PART) System which was established in September 1981. The PART system currently provides public transportation services on four (4) fixed routes and provides mandated Paratransit service, as well as seasonal Trolley service and a shuttle service that runs from a park and ride in Mahopac, Putnam County to the Croton Falls Train Station in Westchester County. The current vehicle fleet is aging. The buses are approaching the end of their useful life of 200,000 miles and are more than 7 years old. These buses are also less fuel efficient and result in greater emissions. The proposed project will replace twenty (20) vehicles in the current fleet (four 28–passenger diesel buses and sixteen (16) 20-passenger buses) with new 20-passenger buses.

The Putnam County Transportation Advisory Council prepared a Transportation Study in 2013 with various recommendations to improve the efficiency and reliability of the County Transit System. One recommendation was to "right-size" the fleet to optimize efficiency. By right-sizing the buses with new 20-passenger buses, it is expected that the more fuel efficient buses will reduce emissions and result in less air particulate matter. (See attached specifications below for information on the buses to be purchased.)

Contractor: **Matthews Buses Inc.**

LOT I

Chassis Model Year	The year used to designate a discrete Chassis Model, irrespective of the calendar year in which the Chassis was actually produced.	2015
Chassis Make	The OEM company name of the Chassis Model.	Ford
Chassis Model	A particular brand of Chassis sold by an OEM.	E-350
Chassis Model Code	The OEM code used to identify a particular subset of a Chassis Model.	[illegible]
Body Model Year	The year used to designate a discrete Body Model, irrespective of the calendar year in which the Body was actually produced.	2015
Body Make	The OEM company name of the Body Model.	[illegible]
Body Model	A particular brand of Body sold by an OEM.	[illegible]
Body Model Code	The OEM code used to identify a particular subset of a Body Model.	[illegible]

Base Item Unit Price	"Base Item Unit Price" is the per unit NYS Contract Price for the Transit Bus described in the Base Item Specifications and includes any OEM fees, all customs duties and charges, all vehicle preparation and clean-up charges, NYS DMV and DOT inspection, installation charges, delivery and all other incidentals normally included with providing a Transit Bus, but excludes Optional Equipment. Pursuant to Appendix B §34, Shipping/Receipt of Product, freight terms are F.O.B. Destination. See Contract Section III.1 Price for additional information about Contract pricing.	[illegible]

The terms and conditions in Contract Section III.2 *Transit Bus Requirements* shall be considered minimum requirements for the Transit Bus provided by the Contractor. Supplemental required specifications for the Transit Buses awarded for this lot are listed below. The actual Transit Bus awarded may exceed the minimum specifications listed below.

General	Capacity: Minimum 16 adult passenger seats plus 2 wheelchair stations	Capacity: [illegible]
General	Floor plan matches "Figure" tab	Manufacturer Floor plan #: [illegible]
General	Drive configuration: Minimum forward control dual rear wheel (DRW)	[illegible]
General	Have completed federal STURAA (Altoona) bus testing of not less than five (7) years/200,000 miles or have been certified as exempt as specified under FTA provisions	[illegible]
General	GVWR: 16,500 lb. minimum. The OEM's original rating and no other rating for the GVWR shall be used.	GVWR (lbs): [illegible]
General	Wheelbase: 262 maximum	Wheelbase (inches): [illegible]
General	Minimum 76" continuous passenger aisle headroom	Headroom (inches): [illegible]
[illegible]	[illegible]	[illegible]
Cab	A standard sedan door on the driver's side shall be OEM chassis supplied.	[illegible]
Engine	Minimum 6.8 liter,8 cylinder gasoline engine rated minimum 300 HP x 300 lb. ft. torque.	Number of Cylinders: [illegible] Liters: [illegible] Horsepower and Torque: [illegible]
Engine	Ready access to engine compartment is required for servicing and routine maintenance of engine and engine components.	[illegible]
Fuel Tank	Nominal (plus or minus 5 gallons) 40-gallon fuel tank	[illegible]
Cooling System	Chassis manufacturer's heaviest duty cooling system available for chassis supplied and protected to minus 30°F.	[illegible]
Electrical	175 amp OEM alternator	Alternator Capacity (amps): [illegible]
Electrical	Dual batteries (minimum 650 CCA each) which shall have protective rubber jacket at connection terminals (pigmented red to indicate positive and black to indicate negative);	Rating of Batteries Tot O Fl: [illegible] CCA each battery: [illegible] Minutes RC: [illegible]
Electrical	Manufacturer's standard dash-mounted gauges (not lights)	[illegible]
Transmission	Transmission shall include a 5 or 6 speed automatic transmission with heavy duty or additional oil cooler.	Transmission Model #: [illegible]
Front Axle	Minimum Front Gross Axle Weight Rating (FGAWR) 7,000lbs.	FGAWR: [illegible]
Rear Axle	Minimum Rear Gross Axle Weight Rating (RGAWR) 14,600lbs.	RGAWR: [illegible]
Suspension	Chassis manufacturer's heaviest duty suspension system (front and rear) available for GVWR specified	[illegible]
Suspension	Vehicle shall have Front Springs rated at 7,000lbs. minimum and Rear Springs rated at 14,600 lbs. minimum	Front Spring Rating (lbs): [illegible] Rear Spring Rating (lbs): [illegible]
Shock Absorbers	Heavy Duty	Make and Model #: [illegible]
Brakes	ABS power brakes meeting Federal Motor Vehicle Safety Standard 49CFR571.105	Service Brakes (total lining or swept area) both front & rear: [illegible]
Parking Brake	Foot-operated parking brake	[illegible]
Tires	Manufacturer's standard all-season radial tread or rib tread w/mud and snow rear, as required to meet the GVWR specified	Radial Tires (size): [illegible] Radial Tires (load): [illegible] Radial Tires (range): [illegible] Radial Tires (manufacturer): [illegible] Front Tires (tread design): [illegible] Front Tires (capacity/tire): [illegible] Rear Tires (tread design): [illegible] Rear Tires (capacity/tire): [illegible]
Front Bumper	Shall be made of, or covered with, a rust proof material. Front bumper may be OEM chrome or high density rubber/plastic (i.e. HSLP bumper) and shall be affixed to body using corrosion	Front Bumper (material): [illegible] Front Bumper (manufacturer): [illegible]
Steering	Power steering	Turning Diameter (at end of front bumper): [illegible]
Steering Wheel	Tilt steering wheel	[illegible]
Interior Equipment	OEM dash air conditioning, defroster, and heating system	[illegible]
Radio	Manufacturer's standard AM/FM/CD Digital Clock Radio, with one driver speaker and 4 cabin speakers.	Manufacturer: [illegible] Model #: [illegible]
Exterior Equipment	Rear tow hooks	[illegible]
Exterior Equipment	Standard OEM horn(s)	[illegible]

3. Is the proposed project a demonstration or pilot project that will test the feasibility or effectiveness of a service, program or technology? ( ) Yes (X) No

4. If *yes* to Question 3, how will the proposed project lead to implementation of future beneficial actions? If the demonstration is successful, has the sponsor committed to continue financial/operational support? **N/A**

5. Describe the transportation modes (i.e., walk, bike, private car, taxi, bus or rail transit) in the area to be impacted by the proposed project and any improvements the proposed project will have in the coordination of those transportation modes: (if applicable)

The proposed project will replace twenty (20) aging buses in the Putnam County Transit System with more fuel efficient models. The vehicles to be replaced are approaching their useful life and risk not being certified as safe for the road and/or public transportation in the near future. The project will greatly improve the existing transit operation by providing safer, more reliable and fuel efficient vehicles.

6. Describe how the proposed project will improve the mobility of travelers and/or reduce vehicular traffic congestion in the area that it will impact: (if applicable)

N/A

B. PROJECT READINESS

1. Describe steps taken to advance project deliverability/readiness to date.

Putnam County has specifications already prepared in accordance with New York State bid requirements and is ready to go to bid to purchase the twenty (20) 20-passenger buses.

2. Describe your organization's experience implementing projects using federal funds.

Putnam County has extensive experience implementing projects using federal funds for both transit projects as well as highway projects. For example, Putnam County has designed and constructed numerous bikeway sections in Putnam County, including 11 miles of the Putnam Bikeway and segments of the Maybrook Bikeway. The County also used federal funding to build the County transit garage in the past as well as purchase buses for public transportation since the 1980s.

3. Please be sure to complete the Project Readiness checklist below. The purpose of this checklist is to help the proposal review team assess the level of "Project Readiness" of the submitted project proposals. Complete the section of the checklist which best describes the type of project you are proposing.

CONSTRUCTION PROJECTS (examples include bicycle and pedestrian projects, congestion reduction and traffic flow improvements, some freight and intermodal projects, new transit facilities). Please answer the following questions:

a) Has a preferred alternative been selected for your project (please select one):

- ☐ A final preferred alternative has been selected
- ☐ A draft preferred alternative has been selected
- ☐ A preferred alternative has not been selected
- ☒ Other addressed in project description

b) If Right-of-Way (ROW) acquisition is required for this project, the ROW has...

- ☐ Been identified and secured
- i) Been identified and negotiations have begun to secure ROW
  - (1) If so, are negotiations being conducted according to the approved federal processes? ☐ Yes ☐ No
- ☐ Only been identified
- ☐ Other addressed in project description
- ☒ ROW acquisition is not required for this project

c) If environmental clearance is required for this project, the categorical exclusion documents...

- ☐ Are completed and approved
- ☐ Are in draft form awaiting approval
- ☐ Have been prepared but have not yet been submitted to the regulatory agencies
- ☐ Have not yet been developed
- ☒ Are not required for this project type
- ☐ Other addressed in project description

d) Does this project require permits? ___Yes X No

i) If so, please list:

EQUIPMENT, VEHICLES, OR TECHNOLOGY PROJECTS (examples include diesel retrofits and repowers, idle reduction technologies, and vehicle replacements). Please complete the following statements:

a) The project sponsor has:

☒ Prepared bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☐ Drafted bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☐ Prepared a reasonable plan to prepare bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☐ Other (addressed in A2, Project and Project Objectives).

b) The project sponsor has:

☒ Identified the specific vehicles that are going to be retrofitted, replaced, or improved.

☐ Identified a number of vehicles, but not the specific vehicles, that are going to be retrofitted, replaced, or improved.

☐ Other (addressed in A2, Project and Project Objectives).

c) The project sponsor has:

☐ Identified the technology specifications to be included in the RFP or bid documents for the alternative fuel, retrofit, repower, or technology project.

☐ Identified the approved EPA technology to be used for the alternative fuel, retrofit, repower, or technology project but does not have the equipment specifications.

☐ Prepared a reasonable plan for identifying and obtaining the specifications necessary to prepare bid or RFP documents for the alternative fuel, retrofit, repower, or technology project.

☒ Other (addressed in A2, Project and Project Objectives).

PROGRAMMATIC PROJECTS (examples include new transit service, TDM, marketing, education and outreach). Please complete the following statement: **N/A**

a) The project sponsor has:

☐ Completed studies or surveys that identify potential ridership, need for new transit routes, or target audience for outreach.

☐ Planned studies or surveys in progress that will identify potential ridership, need for new transit routes, or target audience for outreach.

☐ Identified partners for outreach, potential transit routes, or marketing audiences but does not have formal surveys or studies to support the project.

☐ Other (addressed in A2, Project and Project Objectives).

C. CONSISTENCY WITH THE REGIONAL TRANSPORTATION PLAN

1. Is the proposed project specified in NYMTC's FFY 2014-2040 Regional Transportation Plan (*Plan 2040*) and/or its component elements such as the pedestrian-bicycle element, Regional Freight Plan or Coordinated Public Transit-Human Services Plan? [X] Yes [ ] No

2. If *yes* to Question 1, please specify the *Plan ID number* of the proposed project from *Plan 2040*:

The Plan ID # is MHSSP2302C "Mid- Hudson South Block Funding for Future CMAQ Projects in Putnam, Rockland and Westchester Counties". In addition, the "Opportunities to Address Unmet Needs" Section of the Plan 2040, APPENDIX 6: *COORDINATED PUBLIC TRANSIT -HUMAN SERVICES TRANSPORTATION PLAN*, one of the prioritized strategies is to "Expand/Enhance Vehicle Purchase Program". Therefore, the proposed project is consistent with the goals, objectives and desired outcomes of Plan 2040.

3. If *no* to Question 1, is the proposed project *consistent* with a project or study specified in *Plan 2040*, or with a congested corridor or link specified in NYMTC's 2013 Congestion Management Process Status Report? [ ] Yes [ ] No

N/A

4. If *yes* to Question 3, please specify the *Plan number* of the *Plan 2040* project or study, and/or the page number of the congested corridor or link in the Congestion Management Process Status Report:

N/A

5. If the proposed project is not specified in the Plan (*with a Plan ID number*), describe how the proposed project is consistent with the goals, objectives and/or desired outcomes of *Plan 2040* and/or its component elements such as the pedestrian-bicycle element, Regional Freight Plan or Coordinated Public Transit-Human Services Plan:

N/A

6. Environmental Justice (EJ): Does the proposed project specifically serve or impact one or several communities of concern identified in *Plan 2040's* Environmental Justice/Title VI Assessment?

   [ ] Yes [X] No

   If yes, please identify the affected communities of concern:

D. PROJECT COSTS AND SCHEDULE

1. Enter the start date and funding levels for each project phase listed below.

Scoping – (S) *This phase provides a general outline of the project.*	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Preliminary Design or Study – (P) *This phase provides a more thorough assessment of the project and its elements. It is necessary to determine whether the project can be advanced.*	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Detailed Design – (D) *This phase provides the plans, specifications, and estimates needed to let and construct the project.*	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
R.O.W. Incidentals – (N) *This phase includes preparation work performed in the area of the project prior to the acquisition of right-of-way, where applicable.*	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
R.O.W. Acquisitions – (R) *This phase acquires the right-of-way necessary for the construction of a project, where applicable.*	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Construction – (C) *This phase constructs facilities and includes related activities.*	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Construction Inspection – (I) *This phase includes supervision, inspections, engineering, contingencies, orders-on-contract, force account work and any other administrative and/or miscellaneous activities required by, for, or in conjunction with the fulfillment of construction requirements.*	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Miscellaneous – (M)	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Railroad Force Account – (F)	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Transit – (T)	10 / 2016	Phase Cost:	$ 1.9040M
		Federal Amount:	$ 1.5232M
		Match Amount:	$ 0.3808M
			$ 1.9040M

2. Source of non-federal match

Putnam County funds

3. Percentage of total project cost (non federal match)

20%, or $380,800 of $1,904,000 total project cost

4. Source of operating/maintenance funds after completion

(X) Local
( ) NYS (New York State)
( ) Private
( ) SIM (Intermodal)
( ) SDF (State Dedicated Funds)

2. Project completion date:

December 2017

3. Estimated life of the project:

Based on federal standards, each bus has a useful life of 7 years or 200,000 miles.

E. PROJECT EMISSIONS ANALYSIS WORKSHEET

Using the CMAQ Data Table Workbook, please provide the requested information within the table and category of your project proposal. *(See the Instructions Worksheet for descriptions of required data items).*

REMINDER NOTE:
For unlisted project types, please consult TCC staff.

Concluding Instructions

Upon completion of the application, be sure to save the document as a unique file name (e.g., project name.doc).

- Please submit the completed application(s) in both hardcopy and electronic formats
- Be sure to include a map, diagram and/or schematic of the project/project area.
- **A hardcopy of this application must be signed by the project sponsor.**
- In order to print the completed application, please use the Print option on the File menu or CTRL+P to display the Print dialog box. From the "Print what:" pull-down near the bottom-left of the dialog box, select "Document" and then click OK.

If you have any questions, or problems, please contact MHSTCC staff at 845-431-5725.

APPENDIX

REGIONAL TRANSPORTATION PLAN GOALS

DESIRED OUTCOMES	NEAR-TERM ACTIONS
NYMTC will continue to work in a collaborative fashion to achieve these outcomes: •Reduced traffic congestion and improved air quality; • Reduced greenhouse gas emissions; • Improved water quality; and • Preservation of open space, especially wetlands.	• Evaluate and enhance demand management programs; • Evaluate and enhance mobile source emissions reduction programs; • Inventory greenhouse gas emissions; • Plan for expanded road pricing; • Implement transit improvements, enhancements in the TIP; • Implement mobility, traffic improvement projects in the TIP; • Implement programmed strategic regional transportation investments: - MTA NYCT Second Avenue Subway - MTA LIRR East Side Access - MTA LIRR Ronkonkoma Branch Second Track - Eight NYC Select Bus Service routes

DESIRED OUTCOMES	NEAR-TERM ACTIONS
The goal of sustainable economic growth will produce, and be supported by, these outcomes: • A strengthened position of the region as a global and national gateway; • Strategic distribution of growth throughout the region; and • Improved regional mobility for people and goods.	• Advance Bus Rapid Transit and managed-use lane projects as part of a regional system; • Implement Central Avenue Transit Signal Priority, Westchester County • Implement programmed strategic regional transportation investments: - Bayonne Bridge clearance project - Moynihan Station Phase I - PATH system modernization • Complete planning and/or environmental assessments for the following Vision Projects: - Cross Harbor goods movement improvements - America's Marine Highway System recommendations - CSX River Line second track - Amtrak Gateway Project - North-East Corridor and Empire Corridor inter-city passenger and freight rail improvements - Moynihan Station Phase II • Continue planning for multi-modal access to ports and airports; • Continue planning for multi-modal goods movement and distribution improvements.

RTP GOALS continued

DESIRED OUTCOMES	NEAR-TERM ACTIONS
By considering quality of life issues, NYMTC members hope to achieve the following outcomes: • Increased intra-regional mobility and accessibility for commuting, recreation and tourism; • Mitigation of negative impacts of transportation in the design, construction, and operation of the system; • Increased ability to safely enjoy walking, bicycling and use of public space; • Vibrant communities.	• Complete planning and/or environmental assessments for the following transit-oriented development and transportation improvement vision projects linked to land use plans: - Nassau Hub Preliminary Regional Study Area transportation improvements; - Wyandach Rising and Ronkonkoma Hub transit-oriented development; - NY 347 corridor reconstruction; - Sagtikos Parkway Truck Bypass; - MTA LIRR Main Line Corridor Planning; - No. 7 Subway Tenth Avenue Station; - Staten Island North Shore transit improvements; - Bruckner-Sheridan Interchange; - I-684 capacity improvements: - Southeast MTA MNR Station parking and pedestrian improvements - I-287 corridor transit enhancements: - Tarrytown-Port Chester local transit improvements - Southern Westchester East-West Corridor transit improvements • Advance the recommendations of the New York-Connecticut Sustainable Communities Initiative; • Advance the Plan 2040 Pedestrian and Bicycle and implement pedestrian and bicycle projects in the TIP; • Complete planning and/or environmental assessments for the following pedestrian and bicycle projects: - Brooklyn and East River waterfront greenways - Hudson River Valley Greenway Link • Continue implementation of Complete Streets policies; • Continue local capacity-building through community planning workshops; • Continue planning for transportation sector clean fuels expansion.

DESIRED OUTCOMES	NEAR-TERM ACTIONS
NYMTC hopes to achieve the following outcomes by working towards this goal: • A sufficient array of transportation choices; • Expanded connections, particularly across modes and between communities; • Increased reliability for passenger and freight trips; and • Increased transit ridership.	• Advance the congestion management process and complete planning and/or environmental assessments for the following Vision Projects: - East River crossing and Hudson River crossing bus/HOV capacity - Cross Bronx Expressway improvements - Additional NYC Select Bus Service routes - Long Island Expressway HOV/Active Transportation Demand Management - Suffolk County Bus Rapid Transit Feasibility Study: Route 110, Sagtikos Parkway, CR97 transit improvement - Central Avenue Bus Rapid Transit, Westchester County - Continue planning for ferry service enhancements and station access improvements • Implement congestion-related improvements and enhancements in the TIP; • Implement programmed strategic regional transportation investments related to system preservation: - Tappan Zee Hudson River Crossing project - Kosciuszko Bridge Replacement

	- Goethals Bridge replacement - East 153rd Street Bridge Replacement - City Island Bridge and Riker's Island Bridge Replacement - Shore Road Bridge Replacement - Bronx River Parkway Bridge Replacement - Cross Bronx Expressway-Grand Central Parkway Interchange - Rehabilitation of Belt Parkway bridges - Major Deegan Expressway Deck Replacement - Van Wyck Expressway Bridges • Implement preservation-related projects in the TIP; • Complete planning and/or environmental assessments for the following projects: - Staten Island Ferry Vessels - Kew Gardens interchange - Cross County Parkway-Saw Mill River Parkway Interchange - MTA NYCT Queens Communications-Based Train Control - MTA NYCT vehicle fleet, depot and station expansion, and sustainability investments - Port Jervis Line Improvements - MTA MNR Penn Station Access
ENHANCE THE SAFETY AND SECURITY OF THE TRANSPORTATION SYSTEM FOR MOTORIZED AND NONMOTORIZED USERS	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
The following outcomes will be the goal of all NYMTC members: • Reduced rate of annual injuries and fatalities on the region's transportation systems; • Promulgation of advanced safety and security measures throughout the region; • Enhanced coordination, data, and information sharing among members and other stakeholders; and • Promotion of safety and security improvements in all aspects of transportation planning and implementation.	• Develop comprehensive access to safety-related data; • Develop a regional approach to safety-related data analysis; • Develop operating procedures for safety and security considerations; • Implement safety improvements and enhancements in the TIP; • Implement programmed strategic regional transportation improvements: - East River Bridges - Manhattan Bridge cables and suspenders, and seismic retrofit - Ed Koch Queensboro Bridge seismic retrofit

APPENDIX

RTP GOALS continued

DESIRED OUTCOMES	NEAR-TERM ACTIONS
NYMTC will continue to work in a collaborative fashion to achieve these outcomes: • Coordinated long-term planning; • A list of prioritized projects; supporting the region's shared vision; • An increase in the use of alternative methods of financing transportation investments to supplement existing Federal and State funding sources; • Obtain a fair share of Federal funds available for transportation, proportional to its transportation needs and economic share relative to the nation; and • Elimination of unfunded mandates.	• Advance near-term actions, immediate strategic regional investments and improvement projects through the TIP; • Pursue agreed upon alternative funding sources; • Reach consensus on other alternative funding sources to be used individually or cooperatively.

DESIRED OUTCOMES	NEAR-TERM ACTIONS
NYMTC hopes to achieve the following outcomes by working towards this goal: • Member-defined adaptation measures for critical components of the transportation system to accommodate variable and unexpected conditions without catastrophic failure; • Greater resiliency of the regional supply chain by identifying options for goods movement during and after events; • Cooperative partnerships with federal, state, local agencies, and other stakeholders to adapt the transportation system and improve recovery from disruptions.	• Planning and implementation to improve the resiliency of the existing system, including: - Hurricane Sandy recovery projects - New York-New Jersey-Connecticut Transportation Vulnerability Assessment and Adaptation Analysis - Nassau County Coastal Evacuation Routes project • Create new cooperative partnerships with multiple government agencies when responding to disasters; • Pursue new partnerships through the Federal Disaster Recovery Framework for recovery from disasters.

APPENDIX B

VEHICLE TYPES

- Combination Short-Haul Truck
- Combination Lon-Haul Truck
- Intercity/Over the Road Buses
- Light Commercial Truck
- Motor Home
- Motorcycle
- Passenger Car
- Passenger truck
- Refuse Truck
- School Bus
- Single Unit Long-haul Truck
- Single Unit Short-haul Truck
- Transit/Urban Buses

FUEL TYPES

- Gasoline
- Diesel
- CNG
- Hybrid

ROAD TYPES

- Off-Network
- Rural Restricted Access
- Urban Restricted Access
- Rural Unrestricted Access
- Urban Unrestricted Access

MHSTCC CMAQ PROJECT PROPOSAL FORM

Deadline for MHSTCC's receipt of project proposal: July 1, 2016

This application has been designed to be completed electronically in Microsoft Word. Using the form as an original template, save it as a different file name for each project proposal.

- The form consists of entry fields (fill-in blanks, check boxes and drop-down lists) that you will be using to complete this application. To move from field to field, utilize any of the following options: mouse pointer, TAB/shift TAB, or arrow keys.
- Some fields already contain default text (e.g., "Enter project name here"). To complete these fields, either type over the default text using the insert over mode or DELETE the text prior to entry.

If you have any questions or problems, please contact the MHSTCC staff at 845-431-7925.

A. PROPOSAL INFORMATION

PROJECT INFORMATION (*All Project Proposals Must Ultimately be Sponsored by a Governmental Body*)

[redacted]	Maybrook Bikeway I – Phase B
[redacted]	Route 311 to Holmes Road
[redacted]	Town of Patterson [redacted] Putnam County
[redacted]	Putnam County

APPLICANT CONTACT INFORMATION (*Public and/or Non-Governmental Group Initiating Project*)

[redacted] Sandra M. Fusco	[redacted] Deputy Commissioner	
[redacted] Putnam County Department of Planning, Development & Public Transport		
[redacted] 841 Fair Street		
[redacted] Carmel, NY	[redacted] 10512	
[redacted] 845 - 878 - 3480	[redacted] 845 - 808 - 1948	[redacted] Sandra.fusco@putnamcountyny.gov

SPONSOR CONTACT INFORMATION (*Governmental Body Sponsoring Project Proposal*)

[redacted] MaryEllen Odell	[redacted] County Executive	
[redacted] Putnam County		
[redacted] 40 Gleneida Avenue		
[redacted] Carmel, NY	[redacted] 1 0512 - ####	
[redacted] 845-808-1001	[redacted] 845-808-1901	[redacted] maryellen.odell@putnamcountyny.gov

[redacted]

SPONSOR'S SIGNATURE (*Remember to send the original, signed copy*)

[redacted] Maryellen Odell

6-30-16.

[redacted]

1. DESCRIBE THE EXISTING CONDITIONS AND/OR PROBLEMS:

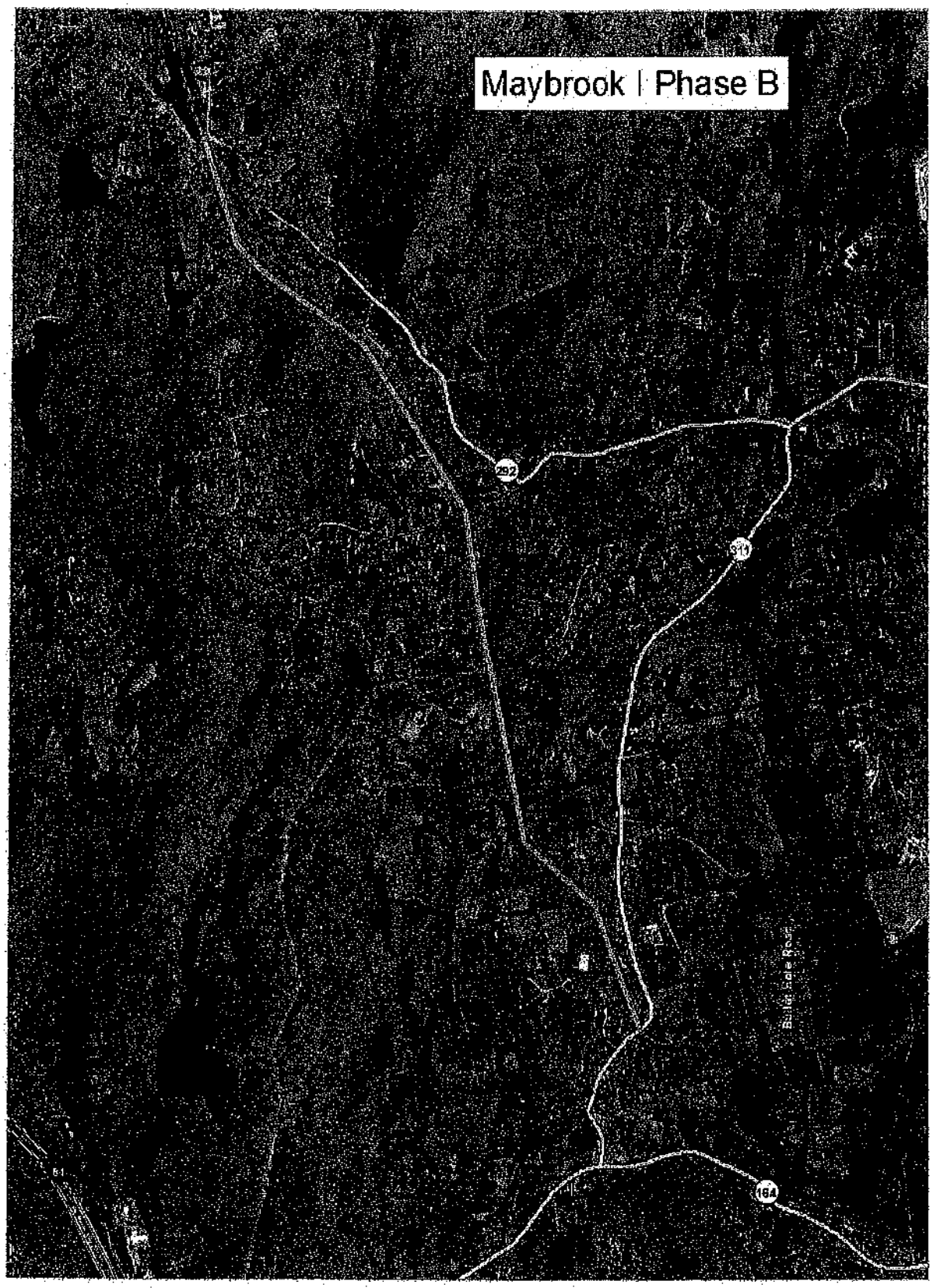
There is a general shortfall of available corridors in Putnam County for the bicycle/pedestrian mode of transportation. Over the past 15 years, Putnam County has made great progress in advancing a viable network of bicycle/pedestrian facilities for Putnam County residents to utilize; however, the network is incomplete. The County's long range plan has, for many years, called for the establishment of the "Putnam Bikeway" and the "Maybrook Bikeway" through the construction of bike path segments that serve as transportation corridors. Putnam County has advanced these bike path segments as financing has become available. The bikeways connect origins and destinations, lead to and from train stations and bus routes, as well as businesses and residential neighborhoods.

This application is for the Maybrook Bikeway I – Phase B within the Town of Patterson. It has been referenced in the NYMTC regional long-range transportation plan (RTP) for many years. The bike path will follow the former rail bed of the Maybrook railroad line.

2. DESCRIBE THE PROJECT AND PROJECT OBJECTIVES:

Describe the proposed project, its objectives and the problems it will address. Be sure to discuss how and for what period of time the project contributes to the reduction of vehicular emissions and vehicular travel and the attainment of air quality standards. (NOTE: a project proposal is not eligible for CMAQ funding if it only maintains the existing condition. Also, please include a diagram, map and/or schematic of the project/project area.)

This application is for design and construction of a 10-foot wide asphalt bikeway along the abandoned rail bed of the Maybrook railroad freight line. The project will be 2.70 miles long extending north from Route 311 to Holmes Road. Route 311 is a major east-west NYSDOT highway, and the bikeway is close to residential neighborhoods and churches near the downtown Patterson hamlet. The overall objective is to extend the Maybrook bikeway further north by adding another segment. Further south, the Maybrook Bikeway II (PIN 8756.84) is currently under construction by McNamee Construction Company, and should be fully complete and open to the public by the Fall of 2016. The McNamee project includes a connection to the Southeast train station, and further south is a connection into the Village of Brewster and approximate to the Brewster train station. This project brings the Maybrook Bikeway to the Dutchess County border at Holmes Road, and it is expected that in the future Dutchess County will extend it north to Hopewell Junction, where it will complete the corridor to the Hudson River in Poughkeepsie (Walkway Over the Hudson), and extend into Ulster County. This section of bikeway does not involve any structures.


Maybrook I Phase B
292
311
164

3. Is the proposed project a demonstration or pilot project that will test the feasibility or effectiveness of a service, program or technology? ( ) Yes (X) No

4. If *yes* to Question 3, how will the proposed project lead to implementation of future beneficial actions? If the demonstration is successful, has the sponsor committed to continue financial/operational support?
   N/A

5. Describe the transportation modes (i.e., walk, bike, private car, taxi, bus or rail transit) in the area to be impacted by the proposed project and any improvements the proposed project will have in the coordination of those transportation modes: (if applicable)

   The proposed project will impact the pedestrian and bike modes of travel primarily by providing a corridor to complete a trip, in whole or in part, by non-motorized travel. The private car mode may be reduced somewhat by those that can make the trip on the bikeway. Transit mode may increase as some will have better access to transit via the bikeway and can leave the car at home. The Maybrook I Phase B project is a final unfunded link in the Maybrook Bikeway within Putnam County and will complete the connection to the bikeway further south which ties into the Southeast train station and Brewster train station, the Putnam Bikeway, and various bus lines. The project also allows a continuous bikeway that connects in the north to Dutchess County, NY in the east to Danbury, CT, and in the south to Westchester County, NY.

6. Describe how the proposed project will improve the mobility of travelers and/or reduce vehicular traffic congestion in the area that it will impact: (if applicable)

The mobility of travelers will be enhanced as an additional mode option is now available. The area traffic congestion and air pollution will be reduced as less cars travel the corridors, having been replaced by the bikeway availability.

The Maybrook I Phase B project is a final unfunded link in the Maybrook Bikeway within Putnam County and will complete the connection to the bikeway further south that ties into the Southeast train station and Brewster train station, the Putnam Bikeway, and various bus lines. The project will also allow a continuous bikeway that connects in the north to Dutchess County, NY, in the east to Danbury, CT, and to the south to Westchester County, NY.

B. PROJECT READINESS

1. Describe steps taken to advance project deliverability/readiness to date.

Putnam County has already planned out the 2.70 mile corridor and has a good understanding of what is required in terms of engineering design and construction. In addition, Putnam County has already installed the chain link fence separating the bike path right-of-way from the railroad track as required by Metro-North Railroad.

2. Describe your organization's experience implementing projects using federal funds.

Putnam County has extensive experience implementing projects using federal funds, for both transit projects as well as highway projects. For example, Putnam County has designed and constructed numerous bikeway sections, including the 11 miles of the Putnam Bikeway, and segments of the Maybrook Bikeway. The County also used federal funding to build the County transit garage in the past as well as purchase buses for public transportation since the 1980s.

3. Please be sure to complete the Project Readiness checklist below. The purpose of this checklist is to help the proposal review team assess the level of "Project Readiness" of the submitted project proposals. Complete the section of the checklist which best describes the type of project you are proposing.

CONSTRUCTION PROJECTS (examples include bicycle and pedestrian projects, congestion reduction and traffic flow improvements, some freight and intermodal projects, new transit facilities). Please answer the following questions:

a) Has a preferred alternative been selected for your project (please select one):

- [x] A final preferred alternative has been selected
- [ ] A draft preferred alternative has been selected
- [ ] A preferred alternative has not been selected
- [ ] Other addressed in project description

b) If Right-of-Way (ROW) acquisition is required for this project, the ROW has...

- [x] Been identified and secured
- [ ] Been identified and negotiations have begun to secure ROW
  - (1) If so, are negotiations being conducted according to the approved federal processes? [ ] Yes [ ] No
- [ ] Only been identified
- [ ] Other addressed in project description
- [ ] ROW acquisition is not required for this project

c) If environmental clearance is required for this project, the categorical exclusion documents...

- [ ] Are completed and approved
- [ ] Are in draft form awaiting approval
- [ ] Have been prepared but have not yet been submitted to the regulatory agencies
- [x] Have not yet been developed
- [ ] Are not required for this project type
- [ ] Other addressed in project description

d) Does this project require permits? X Yes ____ No

i) If so, please list:

New York City Department of Environmental Protection - stormwater permit

New York City Department of Environmental Protection - variance

New York State Department of Environmental Conservation - SPDES permit

New York State Department of Environmental Conservation – wetlands permit

EQUIPMENT, VEHICLES, OR TECHNOLOGY PROJECTS (examples include diesel retrofits and repowers, idle reduction technologies, and vehicle replacements). Please complete the following statements: **N/A**

a) The project sponsor has:

☐ Prepared bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☐ Drafted bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☐ Prepared a reasonable plan to prepare bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☐ Other (addressed in A2, Project and Project Objectives).

b) The project sponsor has:

☐ Identified the specific vehicles that are going to be retrofitted, replaced, or improved.

☐ Identified a number of vehicles, but not the specific vehicles, that are going to be retrofitted, replaced, or improved.

☐ Other (addressed in A2, Project and Project Objectives).

c) The project sponsor has:

☐ Identified the technology specifications to be included in the RFP or bid documents for the alternative fuel, retrofit, repower, or technology project.

☐ Identified the approved EPA technology to be used for the alternative fuel, retrofit, repower, or technology project but does not have the equipment specifications.

☐ Prepared a reasonable plan for identifying and obtaining the specifications necessary to prepare bid or RFP documents for the alternative fuel, retrofit, repower, or technology project.

☐ Other (addressed in A2, Project and Project Objectives).

PROGRAMMATIC PROJECTS (examples include new transit service, TDM, marketing, education and outreach). Please complete the following statement: **N/A**

a) The project sponsor has:

☐ Completed studies or surveys that identify potential ridership, need for new transit routes, or target audience for outreach.

☐ Planned studies or surveys in progress that will identify potential ridership, need for new transit routes, or target audience for outreach.

☐ Identified partners for outreach, potential transit routes, or marketing audiences but does not have formal surveys or studies to support the project.

☐ Other (addressed in A2, Project and Project Objectives).

C. CONSISTENCY WITH THE REGIONAL TRANSPORTATION PLAN

1. Is the proposed project specified in NYMTC's FFY 2014-2040 Regional Transportation Plan (*Plan 2040*) and/or its component elements such as the pedestrian-bicycle element, Regional Freight Plan or Coordinated Public Transit-Human Services Plan? [X] Yes [ ] No

2. If *yes* to Question 1, please specify the *Plan ID number* of the proposed project from *Plan 2040*:

The Plan ID # is MH5SP2302C "Mid- Hudson South Block Funding for Future CMAQ Projects in Putnam, Rockland and Westchester Counties". Therefore, the proposed project is consistent with the goals, objectives and desired outcomes of Plan 2040.

3. If *no* to Question 1, is the proposed project *consistent* with a project or study specified in *Plan 2040*, or with a congested corridor or link specified in NYMTC's 2013 Congestion Management Process Status Report? [ ] Yes [ ] No **N/A**

4. If *yes* to Question 3, please specify the *Plan number* of the *Plan 2040* project or study, and/or the page number of the congested corridor or link in the Congestion Management Process Status Report: **N/A**

5. If the proposed project is not specified in the Plan (*with a Plan ID number*), describe how the proposed project is consistent with the goals, objectives and/or desired outcomes of *Plan 2040* and/or its component elements such as the pedestrian-bicycle element, Regional Freight Plan or Coordinated Public Transit-Human Services Plan:

   N/A

6. Environmental Justice (EJ): Does the proposed project specifically serve or impact one or several communities of concern identified in *Plan 2040's* Environmental Justice/Title VI Assessment?
   [ ] Yes [X] No
   If yes, please identify the affected communities of concern:

D. PROJECT COSTS AND SCHEDULE

1. Enter the start date and funding levels for each project phase listed below.

Scoping – (S) *This phase provides a general outline of the project.*	Completed ___ ___	Phase Cost: Federal Amount: Match Amount:	$ 0.00M $ 0.00M $ 0.00M
Preliminary Design or Study – (P) *This phase provides a more thorough assessment of the project and its elements. It is necessary to determine whether the project can be advanced.*	Completed	Phase Cost: Federal Amount: Match Amount:	$ 0.00M $ 0.00M $ 0.00M
Detailed Design – (D) *This phase provides the plans, specifications, and estimates needed to let and construct the project.*	01 / 2018	Phase Cost: Federal Amount: Match Amount:	$ 0.10M $ 0.08M $ 0.020M
R.O.W. Incidentals – (N) *This phase includes preparation work performed in the area of the project prior to the acquisition of right-of-way, where applicable.*	Completed ___ ___	Phase Cost: Federal Amount: Match Amount:	$ 0.00M $ 0.00M $ 0.00M
R.O.W. Acquisitions – (R) *This phase acquires the right-of-way necessary for the construction of a project, where applicable.*	Completed	Phase Cost: Federal Amount: Match Amount:	$ 0.00M $ 0.00M $ 0.00M
Construction – (C) *This phase constructs facilities and includes related activities.*	04 / 2019 ___ ___	Phase Cost: Federal Amount: Match Amount:	$ 1.850M $ 1.48M $ 0.37M
Construction Inspection – (I) *This phase includes supervision, inspections, engineering, contingencies, orders-on-contract, force account work and any other administrative and/or miscellaneous activities required by, for, or in conjunction with the fulfillment of construction requirements.*	mm / yyyy ___ ___	Phase Cost: Federal Amount: Match Amount:	$ 0.30M $ 0.240M $ 0.06M
Miscellaneous – (M)	mm / yyyy	Phase Cost: Federal Amount: Match Amount:	$ 0.00M $ 0.00M $ 0.00M
Railroad Force Account – (F)	mm / yyyy	Phase Cost: Federal Amount: Match Amount:	$ 0.00M $ 0.00M $ 0.00M
Transit – (T)	mm / yyyy	Phase Cost: Federal Amount: Match Amount:	$ 0.00M $ 0.00M $ 0.00M
		TOTAL PROJECT COST:	$ 2.250M

2. Source of non-federal match

Putnam County funds

3. Percentage of total project cost (non federal match)

20%

4. Source of operating/maintenance funds after completion

(X) Local **Putnam County**
( ) NYS (New York State)
( ) Private
( ) SIM (Intermodal)
( ) SDF (State Dedicated Funds)

2. Project completion date:

December 21, 2019

3. Estimated life of the project:

20 years to be followed by rehabilitation

E. PROJECT EMISSIONS ANALYSIS WORKSHEET

Using the CMAQ Data Table Workbook, please provide the requested information within the table and category of your project proposal. *(See the Instructions Worksheet for descriptions of required data items).*

REMINDER NOTE:
For unlisted project types, please consult TCC staff.

Concluding Instructions

Upon completion of the application, be sure to save the document as a unique file name (e.g., project name.doc).

- Please submit the completed application(s) in both hardcopy and electronic formats
- Be sure to include a map, diagram and/or schematic of the project/project area.
- **A hardcopy of this application must be signed by the project sponsor.**
- In order to print the completed application, please use the Print option on the File menu or CTRL+P to display the Print dialog box. From the "Print what:" pull-down near the bottom-left of the dialog box, select "Document" and then click OK.

If you have any questions, or problems, please contact MHSTCC staff at 845-431-5725.

APPENDIX

REGIONAL TRANSPORTATION PLAN GOALS

ENHANCE THE REGION'S ENVIRONMENT	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
NYMTC will continue to work in a collaborative fashion to achieve these outcomes: • Reduced traffic congestion and improved air quality; • Reduced greenhouse gas emissions; • Improved water quality; and • Preservation of open space, especially wetlands.	• Evaluate and enhance demand management programs; • Evaluate and enhance mobile source emissions reduction programs; • Inventory greenhouse gas emissions; • Plan for expanded road pricing; • Implement transit improvements, enhancements in the TIP; • Implement mobility, traffic improvement projects in the TIP; • Implement programmed strategic regional transportation investments: - MTA NYCT Second Avenue Subway - MTA LIRR East Side Access - MTA LIRR Ronkonkoma Branch Second Track - Eight NYC Select Bus Service routes

IMPROVE THE REGION'S ECONOMY	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
The goal of sustainable economic growth will produce, and be supported by, these outcomes: • A strengthened position of the region as a global and national gateway; • Strategic distribution of growth throughout the region; and • Improved regional mobility for people and goods.	• Advance Bus Rapid Transit and managed-use lane projects as part of a regional system; • Implement Central Avenue Transit Signal Priority, Westchester County • Implement programmed strategic regional transportation investments: - Bayonne Bridge clearance project - Moynihan Station Phase I - PATH system modernization • Complete planning and/or environmental assessments for the following Vision Projects: - Cross Harbor goods movement improvements - America's Marine Highway System recommendations - CSX River Line second track - Amtrak Gateway Project - North-East Corridor and Empire Corridor inter-city passenger and freight rail improvements - Moynihan Station Phase II • Continue planning for multi-modal access to ports and airports; • Continue planning for multi-modal goods movement and distribution improvements.

RTP GOALS continued

DESIRED OUTCOMES	NEAR-TERM ACTIONS
By considering quality of life issues, NYMTC members hope to achieve the following outcomes: • Increased intra-regional mobility and accessibility for commuting, recreation and tourism; • Mitigation of negative impacts of transportation in the design, construction, and operation of the system; • Increased ability to safely enjoy walking, bicycling and use of public space; • Vibrant communities.	• Complete planning and/or environmental assessments for the following transit-oriented development and transportation improvement vision projects linked to land use plans: - Nassau Hub Preliminary Regional Study Area transportation improvements; - Wyandach Rising and Ronkonkoma Hub transit-oriented development; - NY 347 corridor reconstruction; - Sagtikos Parkway Truck Bypass; - MTA LIRR Main Line Corridor Planning; - No. 7 Subway Tenth Avenue Station; - Staten Island North Shore transit improvements; - Bruckner-Sheridan Interchange; - I-684 capacity improvements: - Southeast MTA MNR Station parking and pedestrian improvements - I-287 corridor transit enhancements: - Tarrytown-Port Chester local transit improvements - Southern Westchester East-West Corridor transit improvements • Advance the recommendations of the New York-Connecticut Sustainable Communities Initiative; • Advance the Plan 2040 Pedestrian and Bicycle and implement pedestrian and bicycle projects in the TIP; • Complete planning and/or environmental assessments for the following pedestrian and bicycle projects: - Brooklyn and East River waterfront greenways - Hudson River Valley Greenway Link • Continue implementation of Complete Streets policies; • Continue local capacity-building through community planning workshops; • Continue planning for transportation sector clean fuels expansion.

DESIRED OUTCOMES	NEAR-TERM ACTIONS
NYMTC hopes to achieve the following outcomes by working towards this goal: • A sufficient array of transportation choices; • Expanded connections, particularly across modes and between communities; • Increased reliability for passenger and freight trips; and • Increased transit ridership.	• Advance the congestion management process and complete planning and/or environmental assessments for the following Vision Projects: - East River crossing and Hudson River crossing bus/HOV capacity - Cross Bronx Expressway Improvements - Additional NYC Select Bus Service routes - Long Island Expressway HOV/Active Transportation Demand Management - Suffolk County Bus Rapid Transit Feasibility Study: Route 110, Sagtikos Parkway, CR97 transit improvement - Central Avenue Bus Rapid Transit, Westchester County - Continue planning for ferry service enhancements and station access improvements • Implement congestion-related improvements and enhancements in the TIP; • Implement programmed strategic regional transportation investments related to system preservation: - Tappan Zee Hudson River Crossing project - Kosciuszko Bridge Replacement

	- Goethals Bridge replacement - East 153rd Street Bridge Replacement - City Island Bridge and Riker's Island Bridge Replacement - Shore Road Bridge Replacement - Bronx River Parkway Bridge Replacement - Cross Bronx Expressway-Grand Central Parkway Interchange - Rehabilitation of Belt Parkway bridges - Major Deegan Expressway Deck Replacement - Van Wyck Expressway Bridges • Implement preservation-related projects in the TIP; • Complete planning and/or environmental assessments for the following projects: - Staten Island Ferry Vessels - Kew Gardens Interchange - Cross County Parkway-Saw Mill River Parkway Interchange - MTA NYCT Queens Communications-Based Train Control - MTA NYCT vehicle fleet, depot and station expansion, and sustainability investments - Port Jervis Line Improvements - MTA MNR Penn Station Access
ENHANCE THE SAFETY AND SECURITY OF THE TRANSPORTATION SYSTEM FOR MOTORIZED AND NON-MOTORIZED USERS	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
The following outcomes will be the goal of all NYMTC members: • Reduced rate of annual injuries and fatalities on the region's transportation systems; • Promulgation of advanced safety and security measures throughout the region; • Enhanced coordination, data, and information sharing among members and other stakeholders; and • Promotion of safety and security improvements in all aspects of transportation planning and implementation.	• Develop comprehensive access to safety-related data; • Develop a regional approach to safety-related data analysis; • Develop operating procedures for safety and security considerations; • Implement safety improvements and enhancements in the TIP; • Implement programmed strategic regional transportation improvements: - East River Bridges - Manhattan Bridge cables and suspenders, and seismic retrofit - Ed Koch Queensboro Bridge seismic retrofit

APPENDIX

RTP GOALS continued

BUILD THE CASE FOR OBTAINING FUNDS TO IMPLEMENT REGIONAL INVESTMENTS	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
NYMTC will continue to work in a collaborative fashion to achieve these outcomes: • Coordinated long-term planning; • A list of prioritized projects; supporting the region's shared vision; • An increase in the use of alternative methods of financing transportation investments to supplement existing Federal and State funding sources; • Obtain a fair share of Federal funds available for transportation, proportional to its transportation needs and economic share relative to the nation; and • Elimination of unfunded mandates.	• Advance near-term actions, immediate strategic regional investments and improvement projects through the TIP; • Pursue agreed upon alternative funding sources; • Reach consensus on other alternative funding sources to be used individually or cooperatively.

IMPROVE THE RESILIENCY OF THE REGIONAL TRANSPORTATION SYSTEM	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
NYMTC hopes to achieve the following outcomes by working towards this goal: • Member-defined adaptation measures for critical components of the transportation system to accommodate variable and unexpected conditions without catastrophic failure; • Greater resiliency of the regional supply chain by identifying options for goods movement during and after events; • Cooperative partnerships with federal, state, local agencies, and other stakeholders to adapt the transportation system and improve recovery from disruptions.	• Planning and implementation to improve the resiliency of the existing system, including: - Hurricane Sandy recovery projects - New York-New Jersey-Connecticut Transportation Vulnerability Assessment and Adaptation Analysis - Nassau County Coastal Evacuation Routes project • Create new cooperative partnerships with multiple government agencies when responding to disasters; • Pursue new partnerships through the Federal Disaster Recovery Framework for recovery from disasters.

APPENDIX B

VEHICLE TYPES

- Combination Short-Haul Truck
- Combination Lon-Haul Truck
- Intercity/Over the Road Buses
- Light Commercial Truck
- Motor Home
- Motorcycle
- Passenger Car
- Passenger truck
- Refuse Truck
- School Bus
- Single Unit Long-haul Truck
- Single Unit Short-haul Truck
- Transit/Urban Buses

FUEL TYPES

- Gasoline
- Diesel
- CNG
- Hybrid

ROAD TYPES

- Off-Network
- Rural Restricted Access
- Urban Restricted Access
- Rural Unrestricted Access
- Urban Unrestricted Access

MHSTCC CMAQ PROJECT PROPOSAL FORM

Deadline for MHSTCC's receipt of project proposal: July 1, 2016

This application has been designed to be completed electronically in Microsoft Word. Using the form as an original template, save it as a different file name for each project proposal.

- The form consists of entry fields (fill-in blanks, check boxes and drop-down lists) that you will be using to complete this application. To move from field to field, utilize any of the following options: mouse pointer, TAB/shift TAB, or arrow keys.
- Some fields already contain default text (e.g., "Enter project name here"). To complete these fields, either type over the default text using the insert over mode or DELETE the text prior to entry.

If you have any questions or problems, please contact the MHSTCC staff at 845-431-7925.

A. PROPOSAL INFORMATION

PROJECT INFORMATION (*All Project Proposals Must Ultimately be Sponsored by a Governmental Body*)

Traffic Improvements, Fair Street and NYS. Route 52	
Intersection of Fair Street and U.S. Route 52	
Town of Carmel	Putnam County
Putnam County	

APPLICANT CONTACT INFORMATION (*Public and/or Non-Governmental Group Initiating Project*)

Sandra M. Fusco	Deputy Commissioner	
Putnam County Department of Planning, Development & Public Transport		
841 Fair Street		
Carmel, NY	10512	
845 - 878 - 3480	845 - 808 - 1948	Sandra.fusco@putnamcountyny.gov

SPONSOR CONTACT INFORMATION (*Governmental Body Sponsoring Project Proposal*)

MaryEllen Odell	County Executive	
Putnam County		
40 Gleneida Avenue		
Carmel, NY	1 0512	
845-808-1001	845-808-1901	maryellen.odell@putnamcountyny.gov

SPONSOR'S SIGNATURE (*Remember to send the original, signed copy*)

Maryellen Odell
6-30-16

1. DESCRIBE THE EXISTING CONDITIONS AND/OR PROBLEMS:

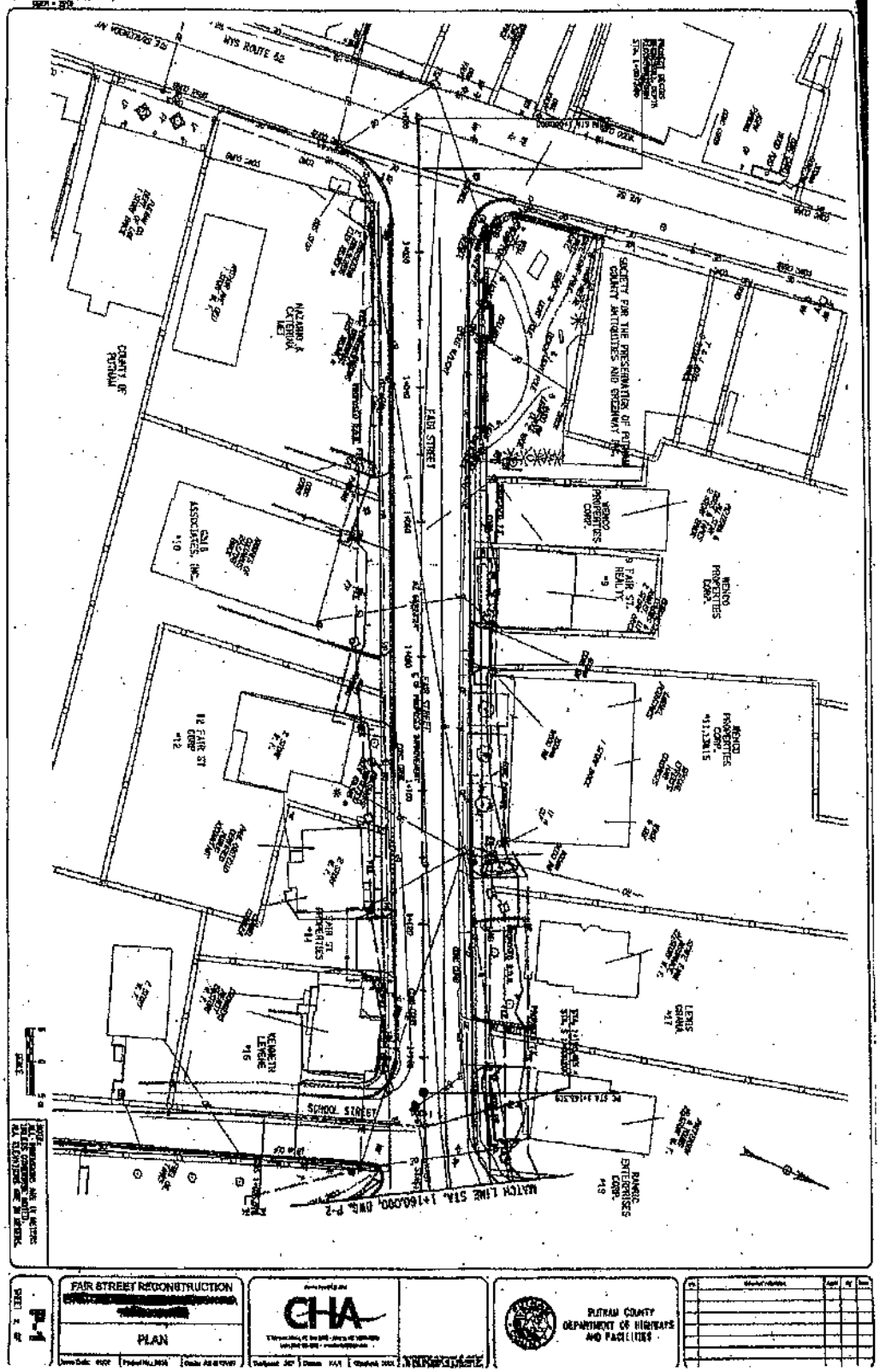
This project addresses traffic congestion at the intersection of Fair Street and NYS Route 52 where traffic backs up significantly from cars entering onto NYS Route 52. This project proposes to add a second lane in order to accommodate a left turn lane and right turn lane. This proposed project will require acquiring additional right-of-way (ROW) to widen the cross section of the roadway and extend that section several hundred feet further back to the east on Fair Street. Additionally, stormwater drainage improvements and modifications to the current traffic signal are required and one sidewalk (south side) will need to be relocated further back.

2. DESCRIBE THE PROJECT AND PROJECT OBJECTIVES:

Describe the proposed project, its objectives and the problems it will address. Be sure to discuss how and for what period of time the project contributes to the reduction of vehicular emissions and vehicular travel and the attainment of air quality standards. (NOTE: a project proposal is not eligible for CMAQ funding if it only maintains the existing condition. Also, please include a diagram, map and/or schematic of the project/project area.)

This project addresses traffic congestion at the intersection of Fair Street and NYS Route 52 where traffic backs up significantly from cars entering onto NYS Route 52. This project proposes to add a second lane in order to accommodate a left turn lane and right turn lane. This proposed project will require acquiring additional right-of-way (ROW) to widen the cross section of the roadway and extend that section several hundred feet further back to the east on Fair Street. Additionally, stormwater drainage improvements and modifications to the current traffic signal are required and one sidewalk (south side) will need to be relocated further back.

This proposed project anticipates reducing vehicular emissions by improving the level of service and alleviating congestion at the aforesaid intersection, thereby reducing idling at the traffic signal, aiding to achieve better air quality standards for the area.


FAIR STREET
SCHOOL STREET
FAIR STREET RECONSTRUCTION
PLAN
CHA
PUTNAM COUNTY
DEPARTMENT OF HIGHWAYS
AND FACILITIES

3. Is the proposed project a demonstration or pilot project that will test the feasibility or effectiveness of a service, program or technology? ( ) Yes (X) No

4. If *yes* to Question 3, how will the proposed project lead to implementation of future beneficial actions? If the demonstration is successful, has the sponsor committed to continue financial/operational support?
   N/A

5. Describe the transportation modes (i.e., walk, bike, private car, taxi, bus or rail transit) in the area to be impacted by the proposed project and any improvements the proposed project will have in the coordination of those transportation modes: (if applicable)

   The proposed project anticipates improving existing traffic congestion along the NYS Route 52 and Fair St corridors in the Town/Hamlet of Carmel and improvements to walk, bike, private car, taxi and bus transportation efficiencies in the Hamlet are expected to be realized. Moreover, traffic signal timing adjustments will improve traffic circulation and reduce vehicular congestion in the area.

6. Describe how the proposed project will improve the mobility of travelers and/or reduce vehicular traffic congestion in the area that it will impact: (if applicable)

The proposed project expects to improve existing traffic congestion along the NYS Route 52 corridor in the Town/Hamlet of Carmel. The proposed project anticipates improving existing traffic congestion along the NYS Route 52 and Fair St corridors in the Town/Hamlet of Carmel by realizing transportation efficiencies in the Hamlet. Moreover, traffic signal timing adjustments will improve traffic circulation and reduce vehicular congestion in the area.

B. PROJECT READINESS

1. Describe steps taken to advance project deliverability/readiness to date.

Although the project has been scoped out, design and ROW (right-of-way) acquisition(s) prior to going to bid to construct the project are required. Putnam County expects to be ready to proceed to bid for design of the project after the project is funded. The preliminary design of the project is expected to occur January 1, 2017 to April 1, 2017, with Detailed Design and ROW Acquisition(s) occurring concurrently from April 1, 2017 to April 1, 2018. Construction is expected to occur April 1, 2018 to December 31, 2018.

2. Describe your organization's experience implementing projects using federal funds.

Putnam County has extensive experience implementing projects using federal funds for both transit projects as well as highway projects. For example, the County has designed and constructed numerous bikeway sections in Putnam County, including 11 miles of the Putnam Bikeway and segments of the Maybrook Bikeway. The County also used federal funding to build the County transit garage in the past as well as purchase buses for public transportation since the 1980s.

3. Please be sure to complete the Project Readiness checklist below. The purpose of this checklist is to help the proposal review team assess the level of "Project Readiness" of the submitted project proposals. Complete the section of the checklist which best describes the type of project you are proposing.

CONSTRUCTION PROJECTS (examples include bicycle and pedestrian projects, congestion reduction and traffic flow improvements, some freight and intermodal projects, new transit facilities). Please answer the following questions:

a) Has a preferred alternative been selected for your project (please select one):

- [x] A final preferred alternative has been selected
- [ ] A draft preferred alternative has been selected
- [ ] A preferred alternative has not been selected
- [ ] Other addressed in project description

b) If Right-of-Way (ROW) acquisition is required for this project, the ROW has...

- [ ] Been identified and secured
- i) Been identified and negotiations have begun to secure ROW
  - (1) If so, are negotiations being conducted according to the approved federal processes? [ ] Yes [ ] No
- [x] Only been identified
- [ ] Other addressed in project description
- [ ] ROW acquisition is not required for this project

c) If environmental clearance is required for this project, the categorical exclusion documents...

- [ ] Are completed and approved
- [ ] Are in draft form awaiting approval
- [ ] Have been prepared but have not yet been submitted to the regulatory agencies
- [x] Have not yet been developed
- [ ] Are not required for this project type
- [ ] Other addressed in project description

d) Does this project require permits? X Yes ____ No

i) If so, please list:

NYSDOT Highway Work Permit

EQUIPMENT, VEHICLES, OR TECHNOLOGY PROJECTS (examples include diesel retrofits and repowers, idle reduction technologies, and vehicle replacements). Please complete the following statements:

a) The project sponsor has:

☐ Prepared bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☐ Drafted bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☐ Prepared a reasonable plan to prepare bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☒ Other (addressed in A2, Project and Project Objectives).

b) The project sponsor has:

☐ Identified the specific vehicles that are going to be retrofitted, replaced, or improved.

☐ Identified a number of vehicles, but not the specific vehicles, that are going to be retrofitted, replaced, or improved.

☒ Other (addressed in A2, Project and Project Objectives).

c) The project sponsor has:

☐ Identified the technology specifications to be included in the RFP or bid documents for the alternative fuel, retrofit, repower, or technology project.

☐ Identified the approved EPA technology to be used for the alternative fuel, retrofit, repower, or technology project but does not have the equipment specifications.

☐ Prepared a reasonable plan for identifying and obtaining the specifications necessary to prepare bid or RFP documents for the alternative fuel, retrofit, repower, or technology project.

☒ Other (addressed in A2, Project and Project Objectives).

PROGRAMMATIC PROJECTS (examples include new transit service, TDM, marketing, education and outreach). Please complete the following statement: **N/A**

a) The project sponsor has:

☐ Completed studies or surveys that identify potential ridership, need for new transit routes, or target audience for outreach.

☐ Planned studies or surveys in progress that will identify potential ridership, need for new transit routes, or target audience for outreach.

☐ Identified partners for outreach, potential transit routes, or marketing audiences but does not have formal surveys or studies to support the project.

☐ Other (addressed in A2, Project and Project Objectives).

C. CONSISTENCY WITH THE REGIONAL TRANSPORTATION PLAN

1. Is the proposed project specified in NYMTC's FFY 2014-2040 Regional Transportation Plan (*Plan 2040*) and/or its component elements such as the pedestrian-bicycle element, Regional Freight Plan or Coordinated Public Transit-Human Services Plan? [X] Yes [ ] No

2. If *yes* to Question 1, please specify the *Plan ID number* of the proposed project from *Plan 2040*:

The Plan ID # is MHSSP2302C "Mid- Hudson South Block Funding for Future CMAQ Projects in Putnam, Rockland and Westchester Counties". Therefore, the proposed project is consistent with the goals, objectives and desired outcomes of Plan 2040.

3. If *no* to Question 1, is the proposed project *consistent* with a project or study specified in *Plan 2040*, or with a congested corridor or link specified in NYMTC's 2013 Congestion Management Process Status Report? [ ] Yes [ ] No

N/A

4. If *yes* to Question 3, please specify the *Plan number* of the *Plan 2040* project or study, and/or the page number of the congested corridor or link in the Congestion Management Process Status Report:

N/A

5. If the proposed project is not specified in the Plan (*with a Plan ID number*), describe how the proposed project is consistent with the goals, objectives and/or desired outcomes of *Plan 2040* and/or its component elements such as the pedestrian-bicycle element, Regional Freight Plan or Coordinated Public Transit-Human Services Plan:

N/A

6. Environmental Justice (EJ): Does the proposed project specifically serve or impact one or several communities of concern identified in *Plan 2040's* Environmental Justice/Title VI Assessment?

   [ ] Yes [X] No

   If yes, please identify the affected communities of concern:

D. PROJECT COSTS AND SCHEDULE

1. Enter the start date and funding levels for each project phase listed below.

Scoping – (S) *This phase provides a general outline of the project.*	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Preliminary Design or Study – (P) *This phase provides a more thorough assessment of the project and its elements. It is necessary to determine whether the project can be advanced.*	mm / yyyy	Phase Cost:	$ 0.010M
		Federal Amount:	$ 0.008M
		Match Amount:	$ 0.002M
Detailed Design – (D) *This phase provides the plans, specifications, and estimates needed to let and construct the project.*	mm / yyyy	Phase Cost:	$ 0.090M
		Federal Amount:	$ 0.072M
		Match Amount:	$ 0.018M
R.O.W. Incidentals – (N) *This phase includes preparation work performed in the area of the project prior to the acquisition of right-of-way, where applicable.*	mm / yyyy	Phase Cost:	$ 0.050M
		Federal Amount:	$ 0.040M
		Match Amount:	$ 0.010M
R.O.W. Acquisitions – (R) *This phase acquires the right-of-way necessary for the construction of a project, where applicable.*	mm / yyyy	Phase Cost:	$ 0.078M
		Federal Amount:	$ 0.0624M
		Match Amount:	$ 0.0156M
Construction – (C) *This phase constructs facilities and includes related activities.*	mm / yyyy	Phase Cost:	$ 1.1690M
		Federal Amount:	$ 0.9352M
		Match Amount:	$ 0.2338M
Construction Inspection – (I) *This phase includes supervision, inspections, engineering, contingencies, orders-on-contract, force account work and any other administrative and/or miscellaneous activities required by, for, or in conjunction with the fulfillment of construction requirements.*	mm / yyyy	Phase Cost:	$ 0.1780M
		Federal Amount:	$ 0.1424M
		Match Amount:	$ 0.0356M
Miscellaneous – (M)	mm / yyyy	Phase Cost:	$ 0.300M
		Federal Amount:	$ 0.240M
		Match Amount:	$ 0.060M
Railroad Force Account – (F)	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Transit – (T)	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
		Project Total Cost:	$ 1.875M

2. Source of non-federal match

Putnam County funds

3. Percentage of total project cost (non federal match)

20%, or $375,000 of $1,875,000 total project cost

4. Source of operating/maintenance funds after completion

(X) Local
(X) NYS(New YorkState)
( ) Private
( ) SIM (Intermodal)
( ) SDF (State Dedicated Funds)

2. Project completion date:

Construction is estimated to be completed by 12/31/2018.

3. Estimated life of the project:

Estimated life would be 15 to 20 years.

E. PROJECT EMISSIONS ANALYSIS WORKSHEET

Using the CMAQ Data Table Workbook, please provide the requested information within the table and category of your project proposal. *(See the Instructions Worksheet for descriptions of required data items).*

REMINDER NOTE:
For unlisted project types, please consult TCC staff.

Concluding Instructions

Upon completion of the application, be sure to save the document as a unique file name (e.g., project name.doc).

- Please submit the completed application(s) in both hardcopy and electronic formats
- Be sure to include a map, diagram and/or schematic of the project/project area.
- **A hardcopy of this application must be signed by the project sponsor.**
- In order to print the completed application, please use the Print option on the File menu or CTRL+P to display the Print dialog box. From the "Print what:" pull-down near the bottom-left of the dialog box, select "Document" and then click OK.

If you have any questions, or problems, please contact MHSTCC staff at 845-431-5725.

APPENDIX

REGIONAL TRANSPORTATION PLAN GOALS

DESIRED OUTCOMES	NEAR-TERM ACTIONS
NYMTC will continue to work in a collaborative fashion to achieve these outcomes: •Reduced traffic congestion and improved air quality; • Reduced greenhouse gas emissions; • Improved water quality; and • Preservation of open space, especially wetlands.	• Evaluate and enhance demand management programs; • Evaluate and enhance mobile source emissions reduction programs; • Inventory greenhouse gas emissions; • Plan for expanded road pricing; • Implement transit improvements, enhancements in the TIP; • Implement mobility, traffic improvement projects in the TIP; • Implement programmed strategic regional transportation investments: - MTA NYCT Second Avenue Subway - MTA LIRR East Side Access - MTA LIRR Ronkonkoma Branch Second Track - Eight NYC Select Bus Service routes

DESIRED OUTCOMES	NEAR-TERM ACTIONS
The goal of sustainable economic growth will produce, and be supported by, these outcomes: • A strengthened position of the region as a global and national gateway; • Strategic distribution of growth throughout the region; and • Improved regional mobility for people and goods.	• Advance Bus Rapid Transit and managed-use lane projects as part of a regional system; • Implement Central Avenue Transit Signal Priority, Westchester County • Implement programmed strategic regional transportation investments: - Bayonne Bridge clearance project - Moynihan Station Phase I - PATH system modernization • Complete planning and/or environmental assessments for the following Vision Projects: - Cross Harbor goods movement improvements - America's Marine Highway System recommendations - CSX River Line second track - Amtrak Gateway Project - North-East Corridor and Empire Corridor inter-city passenger and freight rail improvements - Moynihan Station Phase II • Continue planning for multi-modal access to ports and airports; • Continue planning for multi-modal goods movement and distribution improvements.

RTP GOALS continued

DESIRED OUTCOMES	NEAR-TERM ACTIONS
By considering quality of life issues, NYMTC members hope to achieve the following outcomes: • Increased intra-regional mobility and accessibility for commuting, recreation and tourism; • Mitigation of negative impacts of transportation in the design, construction, and operation of the system; • Increased ability to safely enjoy walking, bicycling and use of public space; • Vibrant communities.	• Complete planning and/or environmental assessments for the following transit-oriented development and transportation improvement vision projects linked to land use plans: - Nassau Hub Preliminary Regional Study Area transportation improvements; - Wyandach Rising and Ronkonkoma Hub transit-oriented development; - NY 347 corridor reconstruction; - Sagtikos Parkway Truck Bypass; - MTA LIRR Main Line Corridor Planning; - No. 7 Subway Tenth Avenue Station; - Staten Island North Shore transit improvements; - Bruckner-Sheridan Interchange; - I-684 capacity improvements: - Southeast MTA MNR Station parking and pedestrian improvements - I-287 corridor transit enhancements: - Tarrytown-Port Chester local transit improvements - Southern Westchester East-West Corridor transit improvements • Advance the recommendations of the New York-Connecticut Sustainable Communities Initiative; • Advance the Plan 2040 Pedestrian and Bicycle and implement pedestrian and bicycle projects in the TIP; • Complete planning and/or environmental assessments for the following pedestrian and bicycle projects: - Brooklyn and East River waterfront greenways - Hudson River Valley Greenway Link • Continue implementation of Complete Streets policies; • Continue local capacity-building through community planning workshops; • Continue planning for transportation sector clean fuels expansion.

DESIRED OUTCOMES	NEAR-TERM ACTIONS
NYMTC hopes to achieve the following outcomes by working towards this goal: • A sufficient array of transportation choices; • Expanded connections, particularly across modes and between communities; • Increased reliability for passenger and freight trips; and • Increased transit ridership.	• Advance the congestion management process and complete planning and/or environmental assessments for the following Vision Projects: - East River crossing and Hudson River crossing bus/HOV capacity - Cross Bronx Expressway improvements - Additional NYC Select Bus Service routes - Long Island Expressway HOV/Active Transportation Demand Management - Suffolk County Bus Rapid Transit Feasibility Study: Route 110, Sagtikos Parkway, CR97 transit improvement - Central Avenue Bus Rapid Transit, Westchester County - Continue planning for ferry service enhancements and station access improvements • Implement congestion-related improvements and enhancements in the TIP; • Implement programmed strategic regional transportation investments related to system preservation: - Tappan Zee Hudson River Crossing project - Kosciuszko Bridge Replacement

	- Goethals Bridge replacement - East 153rd Street Bridge Replacement - City Island Bridge and Riker's Island Bridge Replacement - Shore Road Bridge Replacement - Bronx River Parkway Bridge Replacement - Cross Bronx Expressway-Grand Central Parkway Interchange - Rehabilitation of Belt Parkway bridges - Major Deegan Expressway Deck Replacement - Van Wyck Expressway Bridges • Implement preservation-related projects in the TIP; • Complete planning and/or environmental assessments for the following projects: - Staten Island Ferry Vessels - Kew Gardens Interchange - Cross County Parkway-Saw Mill River Parkway Interchange - MTA NYCT Queens Communications-Based Train Control - MTA NYCT vehicle fleet, depot and station expansion, and sustainability investments - Port Jervis Line improvements - MTA MNR Penn Station Access
ENHANCE THE SAFETY AND SECURITY OF THE TRANSPORTATION SYSTEM FOR BOTH MOTORIZED AND NON-MOTORIZED USERS	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
The following outcomes will be the goal of all NYMTC members: • Reduced rate of annual injuries and fatalities on the region's transportation systems; • Promulgation of advanced safety and security measures throughout the region; • Enhanced coordination, data, and information sharing among members and other stakeholders; and • Promotion of safety and security improvements in all aspects of transportation planning and implementation.	• Develop comprehensive access to safety-related data; • Develop a regional approach to safety-related data analysis; • Develop operating procedures for safety and security considerations; • Implement safety improvements and enhancements in the TIP; • Implement programmed strategic regional transportation improvements: - East River Bridges - Manhattan Bridge cables and suspenders, and seismic retrofit - Ed Koch Queensboro Bridge seismic retrofit

APPENDIX

RTP GOALS continued

BUILD THE CASE FOR OBTAINING RESOURCES TO IMPLEMENT REGIONAL INVESTMENTS	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
NYMTC will continue to work in a collaborative fashion to achieve these outcomes: • Coordinated long-term planning; • A list of prioritized projects; supporting the region's shared vision; • An increase in the use of alternative methods of financing transportation investments to supplement existing Federal and State funding sources; • Obtain a fair share of Federal funds available for transportation, proportional to its transportation needs and economic share relative to the nation; and • Elimination of unfunded mandates.	• Advance near-term actions, immediate strategic regional investments and improvement projects through the TIP; • Pursue agreed upon alternative funding sources; • Reach consensus on other alternative funding sources to be used individually or cooperatively.

IMPROVE THE RESILIENCY OF THE REGIONAL TRANSPORTATION SYSTEM	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
NYMTC hopes to achieve the following outcomes by working towards this goal: • Member-defined adaptation measures for critical components of the transportation system to accommodate variable and unexpected conditions without catastrophic failure; • Greater resiliency of the regional supply chain by identifying options for goods movement during and after events; • Cooperative partnerships with federal, state, local agencies, and other stakeholders to adapt the transportation system and improve recovery from disruptions.	• Planning and implementation to improve the resiliency of the existing system, including: - Hurricane Sandy recovery projects - New York-New Jersey-Connecticut Transportation Vulnerability Assessment and Adaptation Analysis - Nassau County Coastal Evacuation Routes project • Create new cooperative partnerships with multiple government agencies when responding to disasters; • Pursue new partnerships through the Federal Disaster Recovery Framework for recovery from disasters.

APPENDIX B

VEHICLE TYPES

- Combination Short-Haul Truck
- Combination Lon-Haul Truck
- Intercity/Over the Road Buses
- Light Commercial Truck
- Motor Home
- Motorcycle
- Passenger Car
- Passenger truck
- Refuse Truck
- School Bus
- Single Unit Long-haul Truck
- Single Unit Short-haul Truck
- Transit/Urban Buses

FUEL TYPES

- Gasoline
- Diesel
- CNG
- Hybrid

ROAD TYPES

- Off-Network
- Rural Restricted Access
- Urban Restricted Access
- Rural Unrestricted Access
- Urban Unrestricted Access

MHSTCC CMAQ PROJECT PROPOSAL FORM

Deadline for MHSTCC's receipt of project proposal: July 1, 2016

This application has been designed to be completed electronically in Microsoft Word. Using the form as an original template, save it as a different file name for each project proposal.

- The form consists of entry fields (fill-in blanks, check boxes and drop-down lists) that you will be using to complete this application. To move from field to field, utilize any of the following options: mouse pointer, TAB/shift TAB, or arrow keys.
- Some fields already contain default text (e.g., "Enter project name here"). To complete these fields, either type over the default text using the insert over mode or DELETE the text prior to entry.

If you have any questions or problems, please contact the MHSTCC staff at 845-431-7925.

A. PROPOSAL INFORMATION

PROJECT INFORMATION (*All Project Proposals Must Ultimately be Sponsored by a Governmental Body*)

[redacted]	Traffic Improvements, Mt. Hope Road and U.S. Route 6, Mahopac
[redacted]	Intersection of Mt. Hope Road and U.S. Route 6
[redacted]	Town of Carmel [redacted] Putnam County
[redacted]	Putnam County
[redacted]	

APPLICANT CONTACT INFORMATION (*Public and/or Non-Governmental Group Initiating Project*)

[redacted] Sandra M. Fusco	[redacted] Deputy Commissioner	
[redacted] Putnam County Department of Planning, Development & Public Transport		
[redacted] 841 Fair Street		
[redacted] Carmel, NY	[redacted] 10512	
[redacted] 845 - 878 - 3480	[redacted] 845 - 808 - 1948	[redacted] Sandra.fusco@putnamcountyny.gov

SPONSOR CONTACT INFORMATION (*Governmental Body Sponsoring Project Proposal*)

[redacted] MaryEllen Odell	[redacted] County Executive	
[redacted] Putnam County		
[redacted] 40 Gleneida Avenue		
[redacted] Carmel, NY	[redacted] 10512	
[redacted] 845-808-1001	[redacted] 845-808-1901	[redacted] maryellen.odell@putnamcountyny.gov

[redacted]

SPONSOR'S SIGNATURE (*Remember to send the original, signed copy*)

[redacted]	Maryellen Odell
	Enter date here 6-30-16
[redacted]	

1. DESCRIBE THE EXISTING CONDITIONS AND/OR PROBLEMS:

Congestion management is needed at the intersection of U.S. Route 6 and Mt. Hope Road in the downtown Mahopac area, a hamlet in the Town of Carmel in Putnam County, New York. This proposed project aims to correct current problematic areas:

1) Woodcrest Gardens Co-op, 675 Route 6, community driveway (i.e., Kings Row) which enters U.S. Route 6 about 150 feet west of the traffic signal at the intersection with Mt. Hope Road, is problematic: egress and ingress is difficult, as U.S. Route 6 is a heavily traveled roadway in this area; consequently, cars are required to make left turns onto U.S. Route 6 across two lanes of northbound traffic without the benefit of a traffic signal. Woodcrest Gardens Co-op community driveway (i.e., Kings Row) also crosses the Putnam Trailway (bikeway) adjacent to U.S. Route 6 thereby causing unsafe conditions for both motorists on the driveway as well as bike/pedestrian users of the bikeway. This proposed project will relocate the Woodcrest Gardens Co-op driveway onto a right-of-way on Mt. Hope Road about 600 feet south of the traffic signal. Drainage on Mt. Hope Road would be upgraded to handle the new access driveway which flows downhill to Mt. Hope Road.

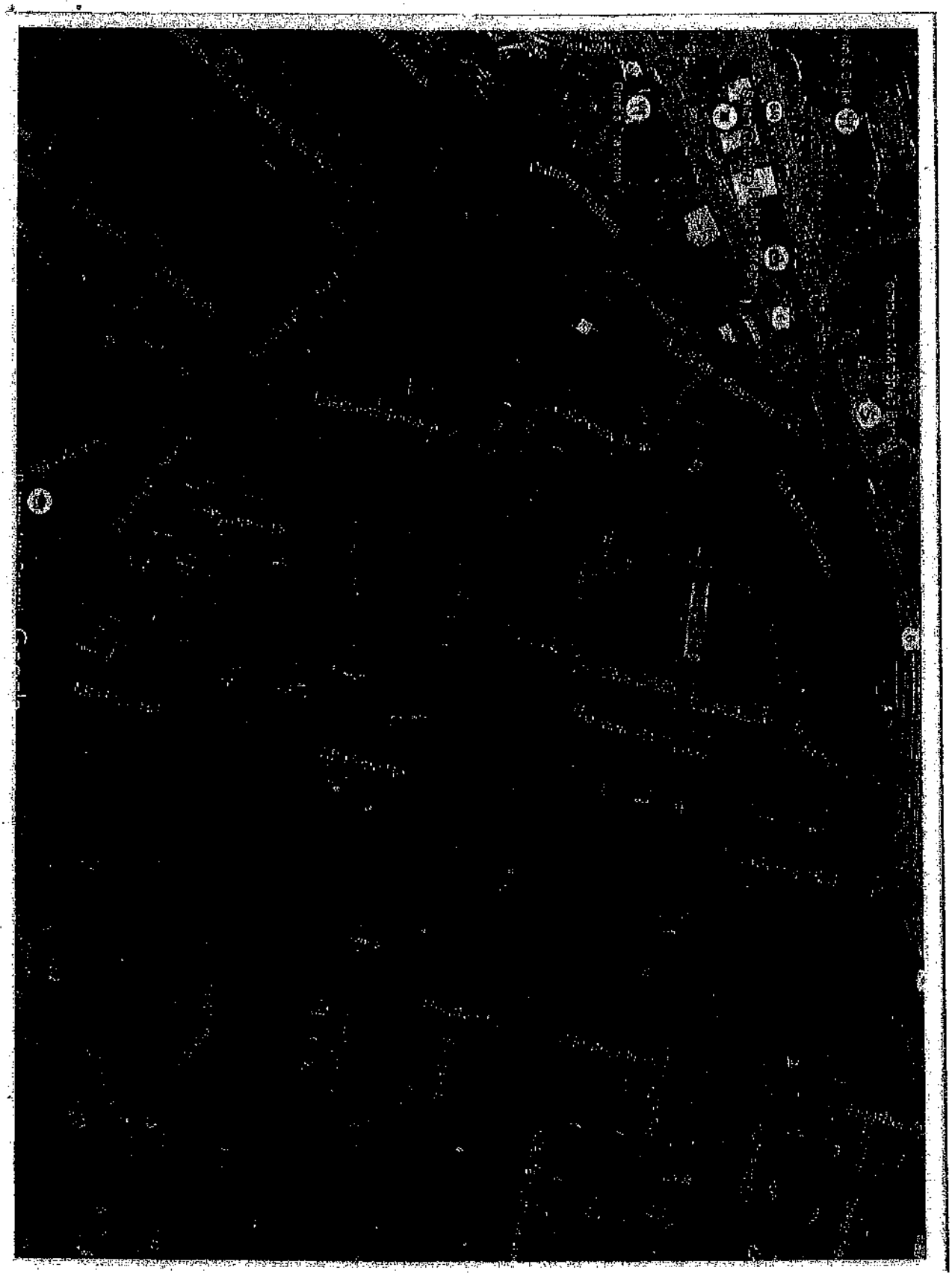
2) Traffic backs up on Mt. Hope Road waiting to enter U.S. Route 6. There is one lane entering Route 6 from which cars turn left, right or can go straight. This proposed project would create two lanes of traffic on Mt. Hope Road; one a left turn lane, and the other a right turn plus straight through lane. The traffic signal timing would be modified to improve traffic circulation and reduce traffic congestion in the area, a left turn arrow will need to be added as well as additional traffic detection.

2. DESCRIBE THE PROJECT AND PROJECT OBJECTIVES:

Describe the proposed project, its objectives and the problems it will address. Be sure to discuss how and for what period of time the project contributes to the reduction of vehicular emissions and vehicular travel and the attainment of air quality standards. (NOTE: a project proposal is not eligible for CMAQ funding if it only maintains the existing condition. Also, please include a diagram, map and/or schematic of the project/project area.)

1) **Congestion management is needed at the intersection of U.S. Route 6 and Mt. Hope Road in the downtown Mahopac area, a hamlet in the Town of Carmel in Putnam County, New York. Woodcrest Gardens Co-op, 675 Route 6, community driveway (i.e., Kings Row) which enters U.S. Route 6 about 150 feet west of the traffic signal at the intersection with Mt. Hope Road, is problematic: egress and ingress is difficult, as U.S. Route 6 is a heavily traveled roadway in this area; consequently, cars are required to make left turns onto U.S. Route 6 across two lanes of northbound traffic without the benefit of a traffic signal. Woodcrest Gardens Co-op community driveway (i.e., Kings Row) also crosses the Putnam Trailway (bikeway) adjacent to U.S. Route 6 thereby causing unsafe conditions for both motorists on the driveway as well as bike/pedestrian users of the bikeway. This proposed project will relocate the Woodcrest Gardens Co-op driveway onto a right-of-way on Mt. Hope Road about 600 feet south of the traffic signal. Drainage on Mt. Hope Road would be upgraded to handle the new access driveway which flows downhill to Mt. Hope Road.**

2) **Traffic backs up on Mt. Hope Road waiting to enter U.S. Route 6. There is one lane entering Route 6 from which cars turn left, right or can go straight. This proposed project would create two lanes of traffic on Mt. Hope Road; one a left turn lane, and the other a right turn plus straight through lane. The traffic signal timing would be modified to improve traffic circulation and reduce traffic congestion in the area, a left turn arrow will need to be added as well as additional traffic detection.**



3. Is the proposed project a demonstration or pilot project that will test the feasibility or effectiveness of a service, program or technology? ( ) Yes (X) No

4. If *yes* to Question 3, how will the proposed project lead to implementation of future beneficial actions? If the demonstration is successful, has the sponsor committed to continue financial/operational support?
N/A

5. Describe the transportation modes (i.e., walk, bike, private car, taxi, bus or rail transit) in the area to be impacted by the proposed project and any improvements the proposed project will have in the coordination of those transportation modes: (if applicable)

Transportation modes, i.e., walking, biking, traveling in private cars, taxis and buses, will be impacted by this project. The proposed project will reduce congestion along the U.S. Route 6 corridor in the Town of Carmel/Hamlet of Mahopac. Currently, egress and ingress is difficult into the Woodcrest Garden Co-ops (Kings Row) since there is no traffic signal. This intersection would be closed and traffic diverted through the back of the co-op complex onto Mt. Hope Road, approximately 600 feet away from a traffic signal onto Route 6. Mt. Hope Road would be improved to provide two lanes of traffic waiting at the traffic light; a left turn lane as well as a straight/ right turn lane. The traffic light timing would be adjusted to improve traffic circulation and reduce vehicular congestion in the area. In addition, conflict occurs regularly on the Kings Row where it crosses the Putnam Trailway (bikeway); the proposed project will alleviate that issue by closing this driveway thereby improving pedestrian/cyclist safety.

6. Describe how the proposed project will improve the mobility of travelers and/or reduce vehicular traffic congestion in the area that it will impact: (if applicable)

The proposed project will reduce congestion along the U.S. Route 6 corridor in the Town of Carmel/Hamlet of Mahopac. Currently, egress and ingress is difficult into the Woodcrest Garden Co-ops (Kings Row) since there is no traffic signal. This intersection would be closed and traffic diverted through the back of the co-op complex onto Mt. Hope Road, approximately 600 feet away from a traffic signal onto Route 6. Mt. Hope Road would be improved to provide two lanes of traffic waiting at the traffic light; a left turn lane as well as a straight/ right turn lane. The traffic light timing would be adjusted to improve traffic circulation and reduce vehicular congestion in the area. In addition, conflict occurs regularly on the Kings Row where it crosses the Putnam Trailway (bikeway); the proposed project will alleviate that issue by closing this driveway thereby improving pedestrian/cyclist safety.

B. PROJECT READINESS

1. Describe steps taken to advance project deliverability/readiness to date.

The project has been scoped out and no right of way (ROW) acquisition is necessary for this project since the project has been scoped out in such a manner that the new driveway and the new turn lane are within the adjacent County property or the Co-op's property. Putnam County is ready to proceed to bid for design and construction of the project, after the project is funded.

2. Describe your organization's experience implementing projects using federal funds.

Putnam County has extensive experience implementing projects using federal funds, for both transit projects as well as highway projects. For example, Putnam County has designed and constructed numerous bikeway sections in Putnam County, including 11 miles of the Putnam Bikeway and segments of the Maybrook Bikeway. The County also used federal funding to build the County transit garage in the past as well as purchase buses for public transportation since the 1980s.

3. Please be sure to complete the Project Readiness checklist below. The purpose of this checklist is to help the proposal review team assess the level of "Project Readiness" of the submitted project proposals. Complete the section of the checklist which best describes the type of project you are proposing.

CONSTRUCTION PROJECTS (examples include bicycle and pedestrian projects, congestion reduction and traffic flow improvements, some freight and intermodal projects, new transit facilities). Please answer the following questions:

a) Has a preferred alternative been selected for your project (please select one):

- [x] A final preferred alternative has been selected
- [ ] A draft preferred alternative has been selected
- [ ] A preferred alternative has not been selected
- [ ] Other addressed in project description

b) If Right-of-Way (ROW) acquisition is required for this project, the ROW has...

- [ ] Been identified and secured
- i) Been identified and negotiations have begun to secure ROW
  - (1) If so, are negotiations being conducted according to the approved federal processes? [ ] Yes [ ] No
- [ ] Only been identified
- [ ] Other addressed in project description
- [x] ROW acquisition is not required for this project

c) If environmental clearance is required for this project, the categorical exclusion documents...

- [ ] Are completed and approved
- [ ] Are in draft form awaiting approval
- [ ] Have been prepared but have not yet been submitted to the regulatory agencies
- [x] Have not yet been developed
- [ ] Are not required for this project type
- [ ] Other addressed in project description

d) Does this project require permits? X Yes __ No

i) If so, please list:

NYSDOT Highway Work Permit

EQUIPMENT, VEHICLES, OR TECHNOLOGY PROJECTS (examples include diesel retrofits and repowers, idle reduction technologies, and vehicle replacements). Please complete the following statements: **N/A**

a) The project sponsor has:

☐ Prepared bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☐ Drafted bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☐ Prepared a reasonable plan to prepare bid documents to complete the alternative fuel, retrofit, repower, or technology project.

☐ Other (addressed in A2, Project and Project Objectives).

b) The project sponsor has:

☐ Identified the specific vehicles that are going to be retrofitted, replaced, or improved.

☐ Identified a number of vehicles, but not the specific vehicles, that are going to be retrofitted, replaced, or improved.

☐ Other (addressed in A2, Project and Project Objectives).

c) The project sponsor has:

☐ Identified the technology specifications to be included in the RFP or bid documents for the alternative fuel, retrofit, repower, or technology project.

☐ Identified the approved EPA technology to be used for the alternative fuel, retrofit, repower, or technology project but does not have the equipment specifications.

☐ Prepared a reasonable plan for identifying and obtaining the specifications necessary to prepare bid or RFP documents for the alternative fuel, retrofit, repower, or technology project.

☐ Other (addressed in A2, Project and Project Objectives).

PROGRAMMATIC PROJECTS (examples include new transit service, TDM, marketing, education and outreach). Please complete the following statement: **N/A**

a) The project sponsor has:

☐ Completed studies or surveys that identify potential ridership, need for new transit routes, or target audience for outreach.

☐ Planned studies or surveys in progress that will identify potential ridership, need for new transit routes, or target audience for outreach.

☐ Identified partners for outreach, potential transit routes, or marketing audiences but does not have formal surveys or studies to support the project.

☐ Other (addressed in A2, Project and Project Objectives).

C. CONSISTENCY WITH THE REGIONAL TRANSPORTATION PLAN

1. Is the proposed project specified in NYMTC's FFY 2014-2040 Regional Transportation Plan (*Plan 2040*) and/or its component elements such as the pedestrian-bicycle element, Regional Freight Plan or Coordinated Public Transit-Human Services Plan? [X] Yes [ ] No

2. If *yes* to Question 1, please specify the *Plan ID number* of the proposed project from *Plan 2040*:

The Plan ID # is MHSSP2302C "Mid- Hudson South Block Funding for Future CMAQ Projects in Putnam, Rockland and Westchester Counties". Therefore, the proposed project is consistent with the goals, objectives and desired outcomes of Plan 2040.

3. If *no* to Question 1, is the proposed project *consistent* with a project or study specified in *Plan 2040*, or with a congested corridor or link specified in NYMTC's 2013 Congestion Management Process Status Report? [ ] Yes [ ] No

N/A

4. If *yes* to Question 3, please specify the *Plan number* of the *Plan 2040* project or study, and/or the page number of the congested corridor or link in the Congestion Management Process Status Report:

N/A

5. If the proposed project is not specified in the Plan (*with a Plan ID number*), describe how the proposed project is consistent with the goals, objectives and/or desired outcomes of *Plan 2040* and/or its component elements such as the pedestrian-bicycle element, Regional Freight Plan or Coordinated Public Transit-Human Services Plan:

N/A

6. Environmental Justice (EJ): Does the proposed project specifically serve or impact one or several communities of concern identified in *Plan 2040's* Environmental Justice/Title VI Assessment?

   [ ] Yes [X] No

   If yes, please identify the affected communities of concern:

D. PROJECT COSTS AND SCHEDULE

1. Enter the start date and funding levels for each project phase listed below.

Scoping – (S) *This phase provides a general outline of the project.*	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Preliminary Design or Study – (P) *This phase provides a more thorough assessment of the project and its elements. It is necessary to determine whether the project can be advanced.*	mm / yyyy	Phase Cost:	$ 0.075M
		Federal Amount:	$ 0.060M
		Match Amount:	$ 0.015M
Detailed Design – (D) *This phase provides the plans, specifications, and estimates needed to let and construct the project.*	mm / yyyy	Phase Cost:	$ 0.125M
		Federal Amount:	$ 0.100M
		Match Amount:	$ 0.025M
R.O.W. Incidentals – (N) *This phase includes preparation work performed in the area of the project prior to the acquisition of right-of-way, where applicable.*	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
R.O.W. Acquisitions – (R) *This phase acquires the right-of-way necessary for the construction of a project, where applicable.*	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Construction – (C) *This phase constructs facilities and includes related activities.*	mm / yyyy	Phase Cost:	$ 0.75M
		Federal Amount:	$ 0.60M
		Match Amount:	$ 0.15M
Construction Inspection – (I) *This phase includes supervision, inspections, engineering, contingencies, orders-on-contract, force account work and any other administrative and/or miscellaneous activities required by, for, or in conjunction with the fulfillment of construction requirements.*	mm / yyyy	Phase Cost:	$ 0.10M
		Federal Amount:	$ 0.08M
		Match Amount:	$ 0.02M
Miscellaneous – (M)	mm / yyyy	Phase Cost:	$ 0.20M
		Federal Amount:	$ 0.16M
		Match Amount:	$ 0.04M
Railroad Force Account – (F)	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
Transit – (T)	mm / yyyy	Phase Cost:	$ 0.00M
		Federal Amount:	$ 0.00M
		Match Amount:	$ 0.00M
		TOTAL PROJECT COST:	$ 1.25M

2. Source of non-federal match

Putnam County funds

3. Percentage of total project cost (non federal match)

20%, or $250,000 of $1,250,000 total project cost

4. Source of operating/maintenance funds after completion

(X) Local
(X) NYS(New YorkState)
( ) Private
( ) SIM (Intermodal)
( ) SDF (State Dedicated Funds)

2. Project completion date:

Construction is estimated to be completed by 12/31/2018.

3. Estimated life of the project:

Estimated life would be 15 to 20 years.

E. PROJECT EMISSIONS ANALYSIS WORKSHEET

Using the CMAQ Data Table Workbook, please provide the requested information within the table and category of your project proposal. *(See the Instructions Worksheet for descriptions of required data items).*

REMINDER NOTE:
For unlisted project types, please consult TCC staff.

Concluding Instructions

Upon completion of the application, be sure to save the document as a unique file name (e.g., project name.doc).

- Please submit the completed application(s) in both hardcopy and electronic formats
- Be sure to include a map, diagram and/or schematic of the project/project area.
- **A hardcopy of this application must be signed by the project sponsor.**
- In order to print the completed application, please use the Print option on the File menu or CTRL+P to display the Print dialog box. From the "Print what:" pull-down near the bottom-left of the dialog box, select "Document" and then click OK.

If you have any questions, or problems, please contact MHSTCC staff at 845-431-5725.

REGIONAL TRANSPORTATION PLAN GOALS

ENHANCED REGIONAL ENVIRONMENT	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
NYMTC will continue to work in a collaborative fashion to achieve these outcomes: •Reduced traffic congestion and improved air quality; • Reduced greenhouse gas emissions; • Improved water quality; and • Preservation of open space, especially wetlands.	• Evaluate and enhance demand management programs; • Evaluate and enhance mobile source emissions reduction programs; • Inventory greenhouse gas emissions; • Plan for expanded road pricing; • Implement transit improvements, enhancements in the TIP; • Implement mobility, traffic improvement projects in the TIP; • Implement programmed strategic regional transportation investments: - MTA NYCT Second Avenue Subway - MTA LIRR East Side Access - MTA LIRR Ronkonkoma Branch Second Track - Eight NYC Select Bus Service routes

IMPROVED REGIONAL ECONOMY	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
The goal of sustainable economic growth will produce, and be supported by, these outcomes: • A strengthened position of the region as a global and national gateway; • Strategic distribution of growth throughout the region; and • Improved regional mobility for people and goods.	• Advance Bus Rapid Transit and managed-use lane projects as part of a regional system; • Implement Central Avenue Transit Signal Priority, Westchester County • Implement programmed strategic regional transportation investments: - Bayonne Bridge clearance project - Moynihan Station Phase I - PATH system modernization • Complete planning and/or environmental assessments for the following Vision Projects: - Cross Harbor goods movement improvements - America's Marine Highway System recommendations - CSX River Line second track - Amtrak Gateway Project - North-East Corridor and Empire Corridor inter-city passenger and freight rail improvements - Moynihan Station Phase II • Continue planning for multi-modal access to ports and airports; • Continue planning for multi-modal goods movement and distribution improvements.

RTP GOALS continued

IMPROVE REGIONAL QUALITY OF LIFE	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
By considering quality of life issues, NYMTC members hope to achieve the following outcomes: • Increased intra-regional mobility and accessibility for commuting, recreation and tourism; • Mitigation of negative impacts of transportation in the design, construction, and operation of the system; • Increased ability to safely enjoy walking, bicycling and use of public space; • Vibrant communities.	• Complete planning and/or environmental assessments for the following transit-oriented development and transportation improvement vision projects linked to land use plans: - Nassau Hub Preliminary Regional Study Area transportation improvements; - Wyandach Rising and Ronkonkoma Hub transit-oriented development; - NY 347 corridor reconstruction; - Sagtikos Parkway Truck Bypass; - MTA LIRR Main Line Corridor Planning; - No. 7 Subway Tenth Avenue Station; - Staten Island North Shore transit improvements; - Bruckner-Sheridan Interchange; - I-684 capacity improvements: - Southeast MTA MNR Station parking and pedestrian improvements - I-287 corridor transit enhancements: - Tarrytown-Port Chester local transit improvements - Southern Westchester East-West Corridor transit improvements • Advance the recommendations of the New York-Connecticut Sustainable Communities Initiative; • Advance the Plan 2040 Pedestrian and Bicycle and implement pedestrian and bicycle projects in the TIP; • Complete planning and/or environmental assessments for the following pedestrian and bicycle projects: - Brooklyn and East River waterfront greenways - Hudson River Valley Greenway Link • Continue implementation of Complete Streets policies; • Continue local capacity-building through community planning workshops; • Continue planning for transportation sector clean fuels expansion.

MAXIMIZE CONVENIENCE AND QUALITY TRANSPORTATION SYSTEM OPERATION	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
NYMTC hopes to achieve the following outcomes by working towards this goal: • A sufficient array of transportation choices; • Expanded connections, particularly across modes and between communities; • Increased reliability for passenger and freight trips; and • Increased transit ridership.	• Advance the congestion management process and complete planning and/or environmental assessments for the following Vision Projects: - East River crossing and Hudson River crossing bus/HOV capacity - Cross Bronx Expressway improvements - Additional NYC Select Bus Service routes - Long Island Expressway HOV/Active Transportation Demand Management - Suffolk County Bus Rapid Transit Feasibility Study: Route 110, Sagtikos Parkway, CR97 transit improvement - Central Avenue Bus Rapid Transit, Westchester County - Continue planning for ferry service enhancements and station access improvements • Implement congestion-related improvements and enhancements in the TIP; • Implement programmed strategic regional transportation investments related to system preservation: - Tappan Zee Hudson River Crossing project - Kosciuszko Bridge Replacement

	- Goethals Bridge replacement - East 153rd Street Bridge Replacement - City Island Bridge and Riker's Island Bridge Replacement - Shore Road Bridge Replacement - Bronx River Parkway Bridge Replacement - Cross Bronx Expressway-Grand Central Parkway Interchange - Rehabilitation of Belt Parkway bridges - Major Deegan Expressway Deck Replacement - Van Wyck Expressway Bridges • Implement preservation-related projects in the TIP; • Complete planning and/or environmental assessments for the following projects: - Staten Island Ferry Vessels - Kew Gardens Interchange - Cross County Parkway-Saw Mill River Parkway Interchange - MTA NYCT Queens Communications-Based Train Control - MTA NYCT vehicle fleet, depot and station expansion, and sustainability investments - Port Jervis Line Improvements - MTA MNR Penn Station Access
ENHANCE THE SAFETY AND SECURITY OF THE TRANSPORTATION SYSTEM FOR COMPUTERIZED AND NON-COMPUTERIZED USERS	
DESIRED OUTCOMES	**NEAR-TERM ACTIONS**
The following outcomes will be the goal of all NYMTC members: • Reduced rate of annual injuries and fatalities on the region's transportation systems; • Promulgation of advanced safety and security measures throughout the region; • Enhanced coordination, data, and information sharing among members and other stakeholders; and • Promotion of safety and security improvements in all aspects of transportation planning and implementation.	• Develop comprehensive access to safety-related data; • Develop a regional approach to safety-related data analysis; • Develop operating procedures for safety and security considerations; • Implement safety improvements and enhancements in the TIP; • Implement programmed strategic regional transportation improvements: - East River Bridges - Manhattan Bridge cables and suspenders, and seismic retrofit - Ed Koch Queensboro Bridge seismic retrofit

RTP GOALS continued

DESIRED OUTCOMES	NEAR-TERM ACTIONS
NYMTC will continue to work in a collaborative fashion to achieve these outcomes: • Coordinated long-term planning; • A list of prioritized projects; supporting the region's shared vision; • An increase in the use of alternative methods of financing transportation investments to supplement existing Federal and State funding sources; • Obtain a fair share of Federal funds available for transportation, proportional to its transportation needs and economic share relative to the nation; and • Elimination of unfunded mandates.	• Advance near-term actions, immediate strategic regional investments and improvement projects through the TIP; • Pursue agreed upon alternative funding sources; • Reach consensus on other alternative funding sources to be used individually or cooperatively.

DESIRED OUTCOMES	NEAR-TERM ACTIONS
NYMTC hopes to achieve the following outcomes by working towards this goal: • Member-defined adaptation measures for critical components of the transportation system to accommodate variable and unexpected conditions without catastrophic failure; • Greater resiliency of the regional supply chain by identifying options for goods movement during and after events; • Cooperative partnerships with federal, state, local agencies, and other stakeholders to adapt the transportation system and improve recovery from disruptions.	• Planning and implementation to improve the resiliency of the existing system, including: - Hurricane Sandy recovery projects - New York-New Jersey-Connecticut Transportation Vulnerability Assessment and Adaptation Analysis - Nassau County Coastal Evacuation Routes project • Create new cooperative partnerships with multiple government agencies when responding to disasters; • Pursue new partnerships through the Federal Disaster Recovery Framework for recovery from disasters.

APPENDIX B

VEHICLE TYPES

- Combination Short-Haul Truck
- Combination Lon-Haul Truck
- Intercity/Over the Road Buses
- Light Commercial Truck
- Motor Home
- Motorcycle
- Passenger Car
- Passenger truck
- Refuse Truck
- School Bus
- Single Unit Long-haul Truck
- Single Unit Short-haul Truck
- Transit/Urban Buses

FUEL TYPES

- Gasoline
- Diesel
- CNG
- Hybrid

ROAD TYPES

- Off-Network
- Rural Restricted Access
- Urban Restricted Access
- Rural Unrestricted Access
- Urban Unrestricted Access

#6L

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

APPROVAL/ LOCAL LAW TO AMEND SECTION 31-8(B)(2)(e) OF THE PUTNAM COUNTY CODE ENTITLED "PRIVATE SALE"

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

Section 1:

Putnam County Code Section 31-8(B)(2)(e) is hereby amended to read as follows:

(e) Sale of property where it has first been determined by the Legislature that is would be most financially advantageous to the County to offer said property for sale through the applicable multiple listing service by utilizing the services of a licensed real estate broker, selected in accordance with the applicable provisions of Chapter 140 of the Putnam County Code. The initial offer amount shall be determined by the Enforcing Officer, based upon a certified appraisal and/or a comparative market analysis, and with the advice and recommendation of the ~~Legislature, the~~ County Attorney, the Director of Real Property Tax Services, and the licensed real estate broker so retained and approved by the Legislature. Any/ all subsequent modifications to the offer amount shall thereafter be determined by the Enforcing Officer based upon the advice and recommendation of the licensed real estate broker so retained and approved by ~~the Chairman of~~ the Physical Services Committee of the Putnam County Legislature which ~~who~~ shall inform other members of the Legislature of the modification. In the event that the property so listed in the multiple listing services does not sell within one year of its listing then the property shall be sold at public auction pursuant to Section 31-8(A)(1) of the Putnam County Code unless the Legislature extends the period of listing.

Section 2:

This local law shall be effective immediately.

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

#6m

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

APPROVAL/BUDGETARY AMENDMENT /SHERIFF'S DEPARTMENT/DONATION USED TO PURCHASE A REPLACEMENT K-9 VEHICLE

WHEREAS, the Sheriff's Department has received, through the generosity of Joseph D. Stiwell, a donation amount of $44,000.00 with the intention that these funds be used to purchase a replacement K-9 Vehicle; and

WHEREAS, the Sheriff's Department has requested a budgetary amendment (16A077) to place these funds in the Road Patrol Motor Vehicle line; and

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

RESOLVED, that the following budgetary amendment be made:

Increase Revenues:		
17311000 427050	**Road Patrol – Gifts & Donations**	**44,000**
Increase Expenses:		
17311000 52650	**Road Patrol – Motor Vehicles**	**44,000**

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

WILLIAM J. CARLIN, Jr. CPA
Commissioner Of Finance

cc: all
Prot.
A&A

Reso

ANITA Z. GILBERT
Chief Deputy Commissioner Of Finance

JAMES J. McCONNELL
Deputy Commissioner Of Finance

DEPARTMENT OF FINANCE

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY
2016 NOV -8 PM 12: 32

October 31, 2016

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

Dear Ms. Schonfeld,

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following request to amend the 2016 Putnam County Sheriff Department budget:

Increase Revenues:

17311000 427050	**Road Patrol – Gifts & Donations**	**$44,000.00**

Increase Expenses:

17311000 52650	**Road Patrol – Motor Vehicles**	**$44,000.00**

2016 Fiscal Impact -0-
2017 Fiscal Impact -0-

Through the generosity of Joseph D. Stiwell, the Putnam County Sheriff's Department has received a donation in the amount of $44,000.00 with the intention that these funds be used to purchase a replacement K-9 vehicle.

AUTHORIZATION:

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

16A077

Joseph D Stilwell – check #116 ~ $44,000

PUTNAM COUNTY
OFFICE OF THE SHERIFF
THREE COUNTY CENTER
CARMEL, NEW YORK 10512

DONALD B. SMITH
Brigadier General, U.S. Army (Ret.)
SHERIFF
(845) 225 - 3000

PETER H. CONVERY
UNDERSHERIFF
(845) 225-1460

October 27, 2016

Mr. William J. Carlin, Jr.
Commissioner of Finance
County Office Building
40 Gleneida Avenue
Carmel, NY 10512

Dear Commissioner Carlin:

Enclosed please find check #116 from Joseph D. Stilwell in the amount of Forty Four Thousand 00/100 Dollars ($44,000.00). These funds represent a donation for a replacement K-9 Vehicle for the Road Patrol Division of the Sheriff's Office.

It is requested that these funds be placed in Road Patrol Expense Line 17311000 52650.

Thank you for your attention to this matter.

Sincerely,

Peter H. Convery
Undersheriff

PHC:mrm
Enclosure
Cc: Captain Velotti

JOSEPH D STILWELL 06-14
ACCOUNT 2
111 BROADWAY RM 1203
NEW YORK, NY 10006-1939

116
1-1367/260
735

10-25-16
Date

Pay to the Order of PUTNAM COUNTY SHERIFF DEPARTMENT $ 44,000 —

Forty-Four thousand — Dollars

Security Features Details on Back.

TD Bank
America's Most Convenient Bank®

For DONATION

Joseph Stilwell MP

⑆026013673⑆ 4305815552⑈ 0116

Hold to Light

#6n

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

APPROVAL/BUDGETARY AMENDMENT /SHERIFF'S DEPARTMENT/ROAD PATROL VEHICLE PURCHASE

WHEREAS, the Sheriff's Department has requested a budgetary amendment (16A080) to cover the replacement cost of one (1) Road Patrol Vehicle which was involved in an accident 10/01/16 and was determined to be a total loss; and

WHEREAS, insurance recovery funds will be used to purchase the new vehicle; and

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

RESOLVED, that the following budgetary amendment be made:

Increase Revenues:		
17311000 426800	**Road Patrol – Insurance Recoveries**	**44,534.73**
Increase Expenses:		
17311000 52650	**Road Patrol – Motor Vehicles**	**44,534.73**

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

Reso

cc: all
Prot.
Ar A

WILLIAM J. CARLIN, Jr. CPA
Commissioner Of Finance

ANITA Z. GILBERT
Chief Deputy Commissioner Of Finance

JAMES J. McCONNELL
Deputy Commissioner Of Finance

DEPARTMENT OF FINANCE

2016 NOV -8 PM 4:02
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

November 7, 2016

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

Dear Ms. Schonfeld,

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following request to amend the 2016 Putnam County Sheriff Department budget:

Increase Revenues:

17311000 426800	**Road Patrol – Insurance Recoveries**	**$44,534.73**

Increase Expenses:

17311000 52650	**Road Patrol – Motor Vehicles**	**$44,534.73**

2016 Fiscal Impact -0-
2017 Fiscal Impact -0-

This amendment is required to a replace one of the PC Sheriff Road Patrol vehicles involved in an accident 10/1/16 and determined to be a total loss. Insurance recovery funds will be used to cover the cost of the new vehicle.

AUTHORIZATION:

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

16A080

Geico Insurance Company - $36,005.40; NYCM - $811.28; Preferred Mutual - $1,197.30; Geico Insurance Co - $5,438.41 NYCM - $1,082.34

Susanne Galya

From: Patricia Butler
Sent: Monday, November 07, 2016 12:00 PM
To: Susanne Galya
Subject: Ins. recoveries/ budgetary amendment

Please increase the revenue line 17311000 426800 by $44543.73 (insurance recoveries), And increase the expense line 17311000 52650 by $44543.73 (motor vehicles).
Thank you in advance for your attention to this matter.
Patricia Butler

Detailed Payment Summary

NO. N617808312

GEICO INSURANCE COMPANY
750 WOODBURY RD
WOODBURY NY, 11797-2519

Claim #		Date of Loss	Date
0263856320101055-04		10/1/2016	11/3/2016
Field Claim Center	**Adjuster Code**	**Payment Type**	**Tax ID/SS#/Atty ADJ Code**
REGION II WOODBURY	CWDQ	LOSS	

Claimant Name
PUTNAM COUNTY SHERIFF'S DEPARTMENT

Insured Name
BRANDY SULLIVAN

Pay To
COUNTY OF PUTNAM SHERIFFS DEPT

In Payment Of
PROPERTY DAMAGE COVERAGE

11/2/16
17311000 52650
MOTOR VEHICLE
17311000 426800
Sue
Please due +S+P

Total Amount
$36,005.40

Feature and Amount
APD $36,005.40

Visit geico.com

Now, parties involved in a GEICO claim can track the progress of the claim, view damage photos and more at geico.com! *GEICO policyholders can make a payment, change drivers or vehicles and request additional coverages. *Not insured with GEICO? 15 minutes could save you 15% or more on car insurance. Of course, we're also available for policy or claim service 24/7 at 1-800-841-3000.
*** These online services are unavailable to Assigned Risk Policyholders.**

C-624-BK

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GEICO INSURANCE COMPANY
750 WOODBURY RD
WOODBURY NY, 11797-2519

Bank of America
HARTFORD, CT 06210

51-44
119 CT

NO. N617808312

Claimant Name:
PUTNAM COUNTY SHERIFF'S DEPARTMENT

Claim Number: 0263856320101055-04

Insured Name:
BRANDY SULLIVAN

VOID AFTER 180 DAYS
Date: 11/3/2016

Feature Symbol and Amount:
APD $36,005.40

Amount:
$36,005.40

THIRTY SIX THOUSAND FIVE AND 40/100 DOLLARS********

Pay to the Order Of: COUNTY OF PUTNAM SHERIFFS DEPT

In Payment Of: PROPERTY DAMAGE COVERAGE

Mail To: PUTNAM COUNTY SHERIFF'S DEPARTMENT
3 COUNTY CTR
CARMEL NY, 10512-1323
US

⑈0617808312⑈ ⑆011900445⑆ 000000019191⑈

ANDREW W. NEGRO
First Deputy County Attorney

ADRIENNE M. LOTTO
Senior Deputy County Attorney
For Risk and Compliance

SHANNON S. BRADY
Senior Deputy County Attorney

JENNIFER S. BUMGARNER
County Attorney

ANNA M. DIAZ
Deputy County Attorney

GLORIA R. TRESSLER
Deputy County Attorney

JOHN P. O'CONNOR
Safety Officer

DEPARTMENT OF LAW

MEMORANDUM:

AML

TO: William Carlin, Commissioner of Finance

FROM: Adrienne M. Lotto, Senior Deputy County Attorney for Risk and Compliance

DATE: October 12, 2016

RE: **Accident Reimbursement**

Enclosed please find New York Central Mutual check # 003413911 in the amount of $811.28 representing negotiated payment for the accident below:

Date of Accident	Reimbursement	Ins. Co	Driver
8/3/16	$811.28	NYCM	J. Hampton

Please credit the appropriate account with this payment.

Thank you.

AML/mp
Enc.

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512
Tel. (845) 808-1150 / Fax (845) 808-1903*
**This office will not accept service via facsimile*

ANDREW W. NEGRO
First Deputy County Attorney

ADRIENNE M. LOTTO
Senior Deputy County Attorney
For Risk and Compliance

SHANNON S. BRADY
Senior Deputy County Attorney

JENNIFER S. BUMGARNER
County Attorney

ANNA M. DIAZ
Deputy County Attorney

GLORIA R. TRESSLER
Deputy County Attorney

JOHN P. O'CONNOR
Safety Officer

DEPARTMENT OF LAW

MEMORANDUM:

TO: William Carlin, Commissioner of Finance

FROM: Michele Palermo

DATE: October 13, 2016

RE: **Accident Reimbursement**

Enclosed please find Preferred Mutual check # C 824139 in the amount of $1,197.30 representing payment for the accident below:

Date of Accident	Reimbursement	Ins. Co	Driver
9/7/16	$1,197.30	Preferred Mutual	Marybeth Sangalli

Please credit the appropriate account with this payment.

Thank you.

MP
Enc.

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512
Tel. (845) 808-1150 / Fax (845) 808-1903*
**This office will not accept service via facsimile*

Preferred Mutual
Live Assured™

Preferred Mutual Insurance Company • One Preferred Way • New Berlin, NY 13411 • 1.800.333.7642 • preferredmutual.com

PUTNAM COUNTY
48 GLENEIDA AVE

CARMEL NY 10512-0000

ISSUE DATE: 10/10/2016 CHECK AMOUNT: $ 1,197.30 No. C 824139

LOSS DATE: 9/7/2016 POLICY NUMBER: PPA 0100589486 CLAIM NUMBER: 16116074

CHECK MEMO: PROPERTY DAMAGES

INSURED NAME: MARYBETH A SANGALLI

IMPORTANT INFORMATION - IN ORDER FOR THIS CHECK TO BE CLEARED BY THE BANK, ALL PARTIES, INDIVIDUALLY, MUST SIGN THE BACK OF THE CHECK, EXACTLY AS THE NAMES APPEAR ON THE FRONT OF THE CHECK.

PLEASE DO NOT ENDORSE "FOR DEPOSIT ONLY" OR THE CHECK WILL BE RETURNED.
PREFERRED MUTUAL IS NOT RESPONSIBLE FOR ANY CHARGES DUE TO IMPROPER ENDORSEMENT.

CLAIM NUMBER: 16116074
POLICY: PPA 0100589486

Preferred Mutual
Live Assured™
Preferred Mutual Insurance Company • One Preferred Way • New Berlin, NY 13411

No. C 824139

OCT 10, 2016
VALID FOR ONE YEAR
AMOUNT
$1,197.30

NBT BANK, NA 50-361 213
New Berlin, NY

PAY: 1197 AND 30/100----------DOLLARS

PAY TO THE ORDER OF:

PUTNAM COUNTY
48 GLENEIDA AVE

CARMEL NY 10512

DO NOT CASH THIS CHECK IF IT IS NOT PRINTED ON DOCUCHECK WATERMARK PAPER!

⑈824139⑈ ⑆021303668⑆ 2538661 4⑈

ANDREW W. NEGRO
First Deputy County Attorney

ADRIENNE M. LOTTO
Senior Deputy County Attorney
For Risk and Compliance

SHANNON S. BRADY
Senior Deputy County Attorney

JENNIFER S. BUMGARNER
County Attorney

ANNA M. DIAZ
Deputy County Attorney

GLORIA R. TRESSLER
Deputy County Attorney

JOHN P. O'CONNOR
Safety Officer

DEPARTMENT OF LAW

MEMORANDUM:

TO: William Carlin, Commissioner of Finance

FROM: Adrienne M. Lotto, Senior Deputy County Attorney for Risk and Compliance

AML

DATE: September 26, 2016

RE: **Accident Reimbursement**

Enclosed please find GEICO General Insurance Co. check # 183438968 in the amount of $5,438.41 representing payment for the accident below:

Date of Accident	Reimbursement	Ins. Co	Driver
9/2/2016	$5,438.41	GEICO	Edward Clark

Please credit the appropriate account with this payment.

Thank you.

AML/mp
Enc.

GEICO/INS RECOVERY 9/2/16 17311000 426800 $5438.41

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512
Tel. (845) 808-1150 / Fax (845) 808-1903*
**This office will not accept service via facsimile*

Detailed Payment Summary

GEICO GENERAL INSURANCE CO
Field Claim Center: 04 Woodbury

NO. N 183438968

Date: 09/22/2016

750 WOODBURY RD
WOODBURY, NY 11797-2519

Claim #: 0359654650101018
Date of Loss: 09/02/2016

Claimant Name: Adrienne Lotto
Insured Name: Edward F Clark
Tax ID / SS# /
Atty ADJ Code:
Adjuster Code: CWDQ

Pay To:
PUTNAM COUNTY SHERIFFS OFFICE

Putnam County C/O Michelle Palermo
48 Gleneida Ave
Carmel Ny 10512

Total Amount:
$****5,438.41

Payment Type:
LOSS

IP AND FEATURE AND AMOUNT

03	APD	$***5438.41

In Payment Of
PROPERTY DAMAGE COVERAGE

Visit geico.com

Now, parties involved in a GEICO claim can track the progress of the claim, view *damage* photos and more at geico.com! *GEICO policyholders can make a payment, change drivers or vehicles and request additional coverages.* Not insured with GEICO? 15 minutes could save you 15% or more on car insurance. Of course, we're also available for policy or claim service 24/7 at 1-800-841-3000.

* These online services are unavailable to Assigned Risk policyholders.

clmschck

PLEASE DETACH AND KEEP FOR YOUR RECORDS

D078633976 000545 000001/000001 000545/010002

ANDREW W. NEGRO
First Deputy County Attorney

ADRIENNE M. LOTTO
Senior Deputy County Attorney
For Risk and Compliance

SHANNON S. BRADY
Senior Deputy County Attorney

JENNIFER S. BUMGARNER
County Attorney

DANIEL P. HARVEY
Deputy County Attorney

ANNA M. DIAZ
Deputy County Attorney

JOHN P. O'CONNOR
Safety Officer

DEPARTMENT OF LAW

MEMORANDUM:

TO: Anita Z. Gilbert, Deputy Commissioner of Finance

FROM: Michele Palermo MP

DATE: February 2, 2016

RE: **MVA of December 19, 2015 reimbursement**

Enclosed is NYCM check # 003349503 in the amount of $1,082.34 as payment for the damage done to a Putnam County vehicle #211 (2013 Dodge Charger) by their insured Kevin P. and Louise U. Kennedy.

Please credit the Sheriff's Department Patrol automotive account with this payment.

Thank you.

Enc.
cc: Sgt. Bill Meyer

2013 Dodge Chrgr #GDK 6791 17311000 426800 $1082.34

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512
Tel. (845) 808-1150 / Fax (845) 808-1903*
**This office will not accept service via facsimile*

New York Central Mutual

8.43.22

Agent: 00260 3U

CHECK SENT TO: CLAIMANT

THE FEEHAN INS AGY INC
PO BOX 870
CARMEL NY 10512

IN PAYMENT OF:
LIAB-PD/KENNEDY
2013 DODGE CHARGER
PUTNAM COUNTY

Claimant- 001

MP: 72 LC: 003

Policy#: 7764549

DESK#:
JSAUN

Branch 0

Claim Number: 2015-631053

Number of Attached Check: 003349503

Amount of Attached Check: $1,082.34

Date: 01/28/2016

* *
* **Abandoned Property Laws** *
* require us to surrender checks not *
* cashed to your state government... *
* **PLEASE CASH PROMPTLY** *
* *

#60

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

APPROVAL/BUDGETARY AMENDMENT /SHERIFF'S DEPARTMENT/ PURCHASE VEHICLE

WHEREAS, the Sheriff's Department has requested a budgetary amendment (16A081) to utilize State Criminal Alien Assistance Program (SCAAP) funds deferred from prior years for the purchase of a new inmate transfer vehicle for the Jail; and

WHEREAS, additional funds will also be requested through fund transfer (16T335) for the purchase of this vehicle (see Resolution #_____); and

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

RESOLVED, that the following budgetary amendment be made:

Increase Revenues:		
10315001 44389F 10032	**Jail Fed/SCAAP – Crim Alien – SCAAP Grant**	**43,000**
Increase Expenses:		
10315001 52650 10032	**Jail Fed/SCAAP Gr – Motor Vehicles**	**43,000**

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

WILLIAM J. CARLIN, Jr. CPA
Commissioner Of Finance

cc: all
Prot.
A+A

Res

ANITA Z. GILBERT
Chief Deputy Commissioner Of Finance

JAMES J. McCONNELL
Deputy Commissioner Of Finance

DEPARTMENT OF FINANCE

2016 NOV -8 PM 4:05
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

November 7, 2016

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

Dear Ms. Schonfeld,

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following request to amend the 2016 Putnam County Sheriff Department budget:

Increase Revenues:

10315001 44389F 10032	**Jail Fed/Scaap - Crim Alien – Scaap Grant**	**$43,000**

Increase Expenses:

10315001 52650 10032	**Jail Fed/Scaap Gr - Motor Vehicles**	**$43,000**

2016 Fiscal Impact -0-
2017 Fiscal Impact -0-

Undersheriff Convery respectfully requests the use of SCAAP funds deferred from prior years to purchase a new inmate transfer vehicle for the jail.

Add'l funding on
Fund Transfer #16T335

AUTHORIZATION:

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

16A081

PUTNAM COUNTY
OFFICE OF THE SHERIFF
THREE COUNTY CENTER
CARMEL, NEW YORK 10512

DONALD B. SMITH
Brigadier General, U.S. Army (Ret.)
SHERIFF
(845) 225 - 3000

PETER H. CONVERY
UNDERSHERIFF
(845) 225-1460

November 1, 2016

Mr William Carlin
Commissioner of Finance
40 Gleneida Avenue
Carmel, N.Y. 10512

To Commissioner Carlin:

I hereby request the following regarding SCAAP funds.

Increase revenue line 44389F by $43,000.00. These funds will be out of the deferred revenue line.

Would also request to increase expenditure lines as follows:

Org. 10315001 Obj. 52650 motor vehicles by $43,000.00.
10032

Thank You for your attention to this matter.

Rev. 10315001 44389 F 10032

Very truly yours,

Peter H. Convery
Undersheriff

Susanne Galya

From: Patrick Omalley
Sent: Monday, November 07, 2016 10:26 AM
To: Anita Gilbert; Susanne Galya
Subject: SCAAP FUNDS 2016
Attachments: SCAAP AWARD 2016.pdf; SCAAP 2016 Vehicle purchase.pdf

Dear Anita:

As per your request please find award for SCAAP funds please place into a deferred revenue line. Also you will find a request to place some Scaap funds into an expenditure line signed by Undersheriff Convery along with an approved budget transfer. This is to purchase a Jail inmate transport vehicle.
Any questions please feel free to contact me at 42316.

Thank you
Captain Pat O'Malley

FY 2016 State Criminal Alien Assistance Program 2016-H0236-NY-AP

OMB Number: 1121-0243
Expires: 02/29/2004

SCAAP Help
GMS Home
Log Off

Grant Number:	2016-AP-BX-0035
Jurisdiction:	Putnam County
Vendor Number:	331040037
Award Amount:	$57,376

Fiscal Year 2016 Payment Acceptance and Electronic Transfer of Funds

The Bureau of Justice Assistance (BJA) has completed its review of your facility, inmate, and correctional officer data related to the State Criminal Alien Assistance Program (SCAAP). The Bureau of Immigration and Customs Enforcement has vetted the inmate records, and an award amount has been calculated.

In accepting this award, you understand that BJA reserves the right to take appropriate administrative action, including intensive monitoring, repayment action, or adjustment to future payments, to resolve data discrepancies, errors, or audit findings related to any information reported in your application.

Applicants are now required to accept awards online within 45 calendar days of award notice, in accordance with the Office of Justice Programs (OJP) Financial Guide, Part II, Chapter 2, Acceptance Procedures requiring acceptance/drawdown of awards with 45 days of notice of award, and Part IV, Chapter 2, section 16.606, State Criminal Alien Assistance Program (SCAAP) requiring an "expeditious draw-down of payments."

Jurisdictions accepting SCAAP awards are not required to submit financial or progress reports to OJP. For FY 2009 SCAAP awards, the Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) requires that all SCAAP funds be used for correctional purposes only. Please see the use of funds list and certification below. With your acceptance (by clicking on the Accept button below) of SCAAP's terms, conditions, and award amount, OJP will initiate an electronic payment in that amount to your bank account of record, as verified through the on-line SCAAP registration process and in accordance with applicable E-Government rules and requirements.

All issues related to the electronic transfer of funds or the bank account of record must be referred to the OCFO Customer Service Center at 800-458-0786. Please allow 15 business days for the electronic payment process to be complete before contacting OCFO. Please have the grant number, amount, and vendor information (noted above) available when you call.

FY 2016 SCAAP Use of Funds List

--- Construction ---
Construction for inmate housing, inmate programs, prison industries in ADA compliance
--- Training/Education for offender ---
Specific trade employment skills
GED testing
Job Preparedness
--- Training for corrections officers to help manage offender population ---
Bi-lingual language skills
Less than lethal technology training
Diversity training

☑ As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2016 State Criminal Alien Assistance Program.

Accept Decline

DRAWDOWN COMPLETED
ON 10/12/2016
[illegible]

P-1

Putnam County Sheriff's Department

Inter - Office Memorandum

Date: November 1, 2016

To: Sheriff Donald B. Smith
Attn: Captain Patrick O'Malley

From: Lieutenant James Greenough

Subject: **BUDGET LINE TRANSFER**

Request the following funding and budget transfers:

Reduce 10315001.54640 Education and Training by $4,675.00 and
Increase 10315001.52650 Motor Vehicles by $4,675.00.

RECEIVED AND FORWARDED
FOR ACTION

SGT
LT
CAPT 11/2/2016 RECOMMEND APPROVAL
US
SHERIFF

APPROVED

Signature

11/2/16

Date

HOSELTON CHEVROLET, INC
909 FAIRPORT ROAD
EAST ROCHESTER, NY 14445 DATE: 9/20/2016
AWARD #22898, CONTRACT #PC67253
FED TAX-ID #16-0731157
NYS VENDOR ID #1000007470

Putnam County
MINI-BID #: 16090060

Option Code	Description	MSRP	PRICE
CK15906	2017 Chevrolet Suburban 4WD 1FL	$54,752.50	$41,639.28
GAZ	EXTERIOR COLOR: Summit White	$0.00	$0.00
H0U	INTERIOR TRIM: Jet b;ack, premium cloth seat trim	$0.00	$0.00
TB4	Liftgate, rear manual	$0.00	$0.00
C6H	GVWR, 7500 lbs	$0.00	$0.00
L83	Engine, 5.3L V8 EcoTec3 with Active Fule Management, direct injection and variable valve timing	$0.00	$0.00
MYC	TRANSMISSION: 6-speed automatic, electronically controlled	$0.00	$0.00
NE1	EMISSIONS: Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	$0.00	$0.00
GU6*	Rear axle, 3.42 ratio	$0.00	$0.00
RKX*	TIRES: P265/65R18 all-season blackwall	$0.00	$0.00
PZX*	WHEELS: 18" x 8.5" aluminum with high polished finish	$0.00	$0.00
IO3	RADIO: Audio system, 4.2" diagonal color display, AM/FM stereo	$0.00	$0.00
AZ3	Seating, front 40/20/40 slpit-bench, with Premium cloth, 3-passenger	$0.00	$0.00
ZY1	Paint, solid	$0.00	$0.00
VPV*	Ship Thru, production in Arlington Assembly	$0.00	$0.00
BG9	Floor covering, black rubberized vinyl	$0.00	$0.00
U2J	SiriusXM Satellite radio, delete	$0.00	$0.00
KG4	Alternator, 150 amps	$0.00	$0.00
CJ4	Air conditioning, tri-zone automatic	$0.00	$0.00
AQQ	Remote keyless entry, extended range	$0.00	$0.00
DL8	Mirrors, outside heated power-adjustable, manual-folding and color keyed	$0.00	$0.00
AT6	Seats, second row 60/40 split-folding bench, manual	$0.00	$0.00
ARN	Seat, third row manual 60/40 split-folding bench, fold flat	$0.00	$0.00
UQ3	Audio system feature, 6-speaker system	$0.00	$0.00

RC4	Tire, spare P265/70R17 all-season blackwall	$0.00	$0.00
NQH	Transfer case, active, 2-speed electronic Autotrac	$0.00	$0.00
AG1	Seat adjuster, driver power, multi-directional	$0.00	$0.00
AG2	Seat adjuster, front passenger, 5-way power	$0.00	$0.00
AU3	Door locks, power programmable	$0.00	$0.00
AY0	Air bags, frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions	$0.00	$0.00
C49	Defogger, rear-window electric	$0.00	$0.00
CE1	Wipers, front intermittent, rainsense	$0.00	$0.00
FHS	E85 Flexfuel capable	$0.00	$0.00
G80	Differential, heavy-duty locking rear	$0.00	$0.00
JL1*	Trailer brake controller, integrated	$0.00	$0.00
K34	Cruise control, electronic with set and resume speed	$0.00	$0.00
K47	Air cleaner, high capacity	$0.00	$0.00
K4B*	Battery, auxiliary, isolated, 730 CCA	$0.00	$0.00
KC4	Cooling, external engine cooler, heavy duty air-to-oil	$0.00	$0.00
KI4	Power outlet, 110-volt	$0.00	$0.00
KNP	Cooling, auxiliary transmission oil cooler, heavy duty air-to-oil	$0.00	$0.00
N33	Steering column, tilt-wheel	$0.00	$0.00
NHT*	Max Trailering Package	$0.00	$0.00
NZZ*	Underbody shield	$0.00	$0.00
R9Y*	Fleet Free Maintenance Credit	$0.00	$0.00
RVQ*	LPO, assist step kit, black	$0.00	$0.00
SAF	Tire carrier, lockable outside spare, winch-type mounted under frame at rear	$0.00	$0.00
TG5	Audio system feature, single-slot CD/MP3 player	$0.00	$0.00
UD7	Rear Park Assist	$0.00	$0.00
UPF	Bluetooth for phone	$0.00	$0.00
UTJ	Theft deterrant, electricl, unathorized entry	$0.00	$0.00
UVC	Rear vision camera	$0.00	$0.00
V54	Luggage rack side rails, roof mounted	$0.00	$0.00
V76	Recovery hooks, 2 front, frame-mounted, black	$0.00	$0.00
VK3	License plate front mounting package	$0.00	$0.00
VQ2	Fleet Processing Option	$0.00	$0.00
YK6*	SEO processing option	$0.00	$0.00
YM8*	LPO processing option	$0.00	$0.00
Z82	Trailering equipment	$0.00	$0.00
5HP*	Key, 6 additional keys	$0.00	$0.00

5T5*	Seats, 2nd and 3rd row vinyl with front cloth seats	$0.00	$0.00
9U3*	Seats, driver and passenger front indivdual seats in cloth trim	$0.00	$0.00
UTQ*	Content theft alarm disable	$0.00	$0.00
AFTER-MARKET	KERR INDUSTRIES: wiring harnesses KT6J3 and KT6J4		$239.34
AFTER-MARKET	KERR INDUSTRIES: flasher system for headlights and tail lamps (wig wags) KT6j7-SUB		$612.95
AFTER-MARKET	KERR INDUSTRIES: rear window switch and rear door locks inoperative KT6N5 and KT6N6		$113.78
AFTER-MARKET	CUSTOM TRUCK CREATIONS: rear deck LEDs		$437.16
AFTER-MARKET	CUSTOM TRUCK CREATIONS: Star Phazer		$1,608.00
AFTER-MARKET	CUSTOM TRUCK CREATIONS: LCS790 controller		$853.17
AFTER-MARKET	CUSTOM TRUCK CREATIONS: speaker and bracket		$255.64
AFTER-MARKET	CUSTOM TRUCK CREATIONS: console		$691.88
AFTER-MARKET	CUSTOM TRUCK CREATIONS: Vertex front and rear		$615.00
AFTER-MARKET	CUSTOM TRUCK CREATIONS: Setina PB400		$502.25
AFTER-MARKET	CUSTOM TRUCK CREATIONS: Front passenger and rear cargo partitions		$1,588.75
AFTER-MARKET	CUSTOM TRUCK CREATIONS: grille lights		$402.30
AFTER-MARKET	CUSTOM TRUCK CREATIONS: all weather floor mats - front, 2nd and 3rd rows		$297.10
	NYS Contract Price for Vehicle (D5.0)		$49,856.60
	Total Number of Vehicles (D6.0)		1
	Total NYS Contract Price for Vehicles (D7.0)		$49,856.60
DAS	Delivery to Region 5 as per mini-bid (D8.1)		$325.00
	Total NYS Contract Price for Mini-bid (D10.0)		**$50,181.60**

PREPARED BY: Marie Jeffers
Phone: 585-586-7373
Fax: 585-792-1264
Email: mariej@hoselton.com

** **NOTE:** Quote is good for 30 days or until the GM order deadline, whichever occurs first**

ALESSANDRO MAZZOTTA
Director

MARYELLEN ODELL
County Executive

PURCHASING /CENTRAL SERVICES

September 22, 2016

Sent via email to mariej@hoselton.com

Hoselton Chevrolet, Inc.
909 Fairport Road
East Rochester, NY 14445

RE: Award 22898, Mini-Bid #16090060 for Putnam Co. Correctional Facility 2017 Chevrolet Suburban
Contract #PC67253

Dear Ms. Jeffers,

Thank you for submitting a response to the above referenced Mini-Bid conducted via the New York State Office of General Services (OGS) Vehicle Marketplace. Based on an evaluation of the responses submitted, Putnam County Office for Senior Resources is making a tentative award to Howell and Pierson Inc. dba Main Motorcar with respect to the above referenced Mini-Bid. It is the intention of Putnam County issue a Purchase Order for the following awarded vehicle(s).

Mini-Bid #	Vehicle Awarded	Number of Vehicles
16090060	2017 Suburban 1FL-4WD w/after-market equipment	1

This designation is tentative pending successful completion of the Purchase Order process. A Purchase Order will be presented under separate cover upon timely receipt of the information requested below, and receipt of all necessary internal approvals. Be advised that a Purchase Order will not be issued until receipt of all necessary approvals. No action shall be taken by a tentative awardee until receipt of a Purchase Order; any actions taken prior to receipt of a Purchase Order are at vendor's sole risk and expense.

In accordance with Contract Section II.12 *Procurement Method*, Paragraph C *Vehicle Marketplace*, please provide this office with either the Final Order Date for the Vehicle(s), or notification that the date is "TBD," (if the date has not yet been set by the OEM).

Sincerely,

Alessandro Mazzotta, Director
Putnam County Purchasing Department

AM/cj
Enclosures

cc: Captain Patrick O'Malley-PC Correctional Facility
Sgt. William Spinelli-PC Correctional Facility

1 Suburban LS - 1FL

CK15906	2017 Chevrolet Suburban 4WD - Commercial
Z85	Increased capacity suspension package - STD
NE1	North East emissions
L83	5.3L Ecotec3 V8 with Active Fuel Management
MYC	6-Speed automatic transmission
3.42	Ratio rear axle
GU6	3.42 Ratio rear axle
1 FL	Commercial preferred equipment group
PZX	18" X 8.5" Alunimun wheels, high polished
RKX	P265/70R 18 All-Season tires, blackwall
RC4	P265/70R 17 All Season tire, blackwall spare
GAZ	Solid paint - Summit White
AZ3	Front 40/20/40 Split passenger bench seat
H0U	Jet black premium cloth seat trim
IO3	AM/FM stereo with CD player and Aux input jack
NHT	Max Trailering package
NQH	Active, 2-Speed electronic transfer case

NZZ	Underbody shield
K4B	Isolated, Auxiliary 730 CCA battery
JL1	Integrated brake controller
RVQ	Black assist steps
R9Y	Fleet free maintenance credit
5HP	6 Additional Keys
9U3	Driver and passenger seats in cloth trim
5T5	2ND and 3RD row vinyl with front cloth seats
UTQ	Content theft alarm disable

All-weather front floor mats - Black

All-weather 2nd row floor mats - Black

All-weather 3rd row floor mats - Black

Kerr wiring packages

LED lights in the rear window (deck lid glass)

Wig/Wags

Star Phazer LED light bar with amber traffic director

Star LSC790 Controller

100 Watt siren speaker w/bracket

Console with the following:

Cup holder

Arm rest

3-12 Volt power outlets

Mic Clips

Face plate for Motorola radio (I need the Model)

Veratec LED in reverse lights and front turn signals (white)

Rear door lock, handles, and windows inoperative

Setina PD400 push bumper

Front Prisoner partition

Rear prisoner partition

LED Grille lights

#6P

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

APPROVAL/FUND TRANSFER /SHERIFF'S DEPARTMENT/ PURCHASE MOTOR VEHICLE

WHEREAS, by Resolution #_____ of 2016 (budgetary amendment 16A081), the Putnam County Legislature approved the purchase of a new inmate transfer vehicle for the Jail using State Criminal Alien Assistance Program (SCAAP) funds deferred from prior years; and

WHEREAS, the Sheriff's Department has requested a fund transfer (16T335) to cover the cost of additional funding needed to purchase said vehicle; and

WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approve said fund transfer; now therefore be it

RESOLVED, that the following fund transfer be made:

Decrease:		
10315001 54640 10032	**Training**	**4,675**
Increase:		
10315001 52650 10032	**Motor Vehicles**	**4,675**

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue_____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino_____

cc: all
Prot.
A+A

Reso

COUNTY OF PUTNAM

FUND TRANSFER REQUEST

TO: Commissioner of Finance

FROM: Undersheriff Convery

DEPT: Sheriff's Dept./ Corrections Division

DATE: November 7, 2016

I hereby request approval for the following transfer of funds:

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
10315001 54640 10032 Training	10315001 52650 10032 motor vehicles	$4675.00	replace suburban

Total $4675.00

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2016 Fiscal Impact $___0__
2017 Fiscal Impact $___0__

_____
Department Head Signature/Designee Date

AUTHORIZATION:

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

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

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

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

2016 NOV -8 PM 4:06
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Add'l funding that was needed on Budgetary Amend #1619081

16T335

#69

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

APPROVAL/FUND TRANSFER/SHERIFF'S DEPARTMENT/FURNITURE/MAINTENANCE & REPAIRS

WHEREAS, the Sheriff's Department has requested fund transfer (16T342) to cover costs associated with the purchase of chairs, shelving, storage cabinet and the necessary flooring repair in the Correctional Facility; and

WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approve said fund transfer; now therefore be it

RESOLVED, that the following fund transfer be made:

Decrease:		
10315000 54580	**Prisoner Board Out**	**13,250**
Increase:		
10315000 52110	**Furniture/Furnishings**	**9,000**
10011000 54710	**Maintenance & Repairs**	**4,250**
		13,250

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

CC: all
Prot
A+A

RESO

COUNTY OF PUTNAM

FUND TRANSFER REQUEST

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY
2016 NOV -8 PM 4:01

TO: Commissioner of Finance

FROM: Undersheriff Convery

DEPT: Sheriff's Dept. / Corrections Division

DATE: November 8, 2016

I hereby request approval for the following transfer of funds:

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
10315000 54580 Prisoner board out	10315000 52110 furniture/furnishings	$9000.00	BUY CHAIRS, SHELVING, STORAGE CABINET
10315000 54580 Prisoner board out	10011000 54710 maint.& repairs	4250.00	REPAIR RUBBER FLOORING IN CELLS/WEST HOUSING
	Total	**$13250.00**	

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2016 Fiscal Impact $__0__
2017 Fiscal Impact $__0__

_____
Department Head Signature/Designee Date

AUTHORIZATION:

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

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

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

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

16T342

10011000. 54710

R V P FLOORING SYSTEMS, INC

35 Commerce Drive
Carmel, NY 10512
845-878-7787
Fax: 845-878-7786
ppiccini@rvflooring.com

September 28, 2016

Putnam County Sheriff's Department
3 County Center
Carmel, NY 10512

RE: W/O#190-53
Corrections Division - Cell #33 & #45

Description: (Mannington NYS Contract #PC66670) (WBE Certified #58882)

1. Rip-up and dispose of damaged floors
2. Scrape and prep floor over existing adhesive
3. Supply & install new marbleized rubber flooring, color #11 Grey Marble where needed with chemically welded seams (not heat welded seams)

Total Cost of Material and Labor $4,250.00

Note:
All work performed with prevailing wage rates
Price does not include attic stock
All work to be completed during normal business hours
All personable, papers and loose items to be removed or boxed up
Owner is responsible for disconnect and reconnect of all electrical devices; i.e. computers, phones, copiers, faxes, etc.
Price includes floor preparation on skim coating floor only, does not include deep fills, ramping, leveling or removing
Price does not include cleaning, sealing or protecting new floors
Price does not include scraping & sweeping, final sweep only
Price does not include moisture or alkali testing

Please give me a call if you have any questions or concerns.

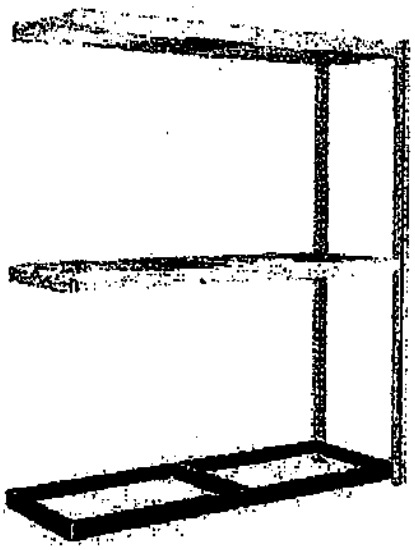
Thank you,

Tony Aversano

16T342

Material Handling \ Shelving and Storage Racks \ Boltless Shelving Accessories \ **Gray Additional Shelf**

View Product Family



EDSAL

Gray Additional Shelf Level, S Depth

Your Price
$32.34 / each
List Price $38.05 / each

Deliver one time only

Auto-Reorder Every 1 Month

1 Add to Cart

+Add to list

How can we improve our Product Images?

Compare

Qty: 2

Be the first to write a review | Ask & Ans

Item # 13D155 | Mfr. Model # BSRR-6

Catalog Page # 1775 | Shipping Weight 19.0

Country of Origin USA | *Country of Origin is subject to change.*

Note: Product availability is real-time updated and adjusted continuous your order. More

Technical Specs

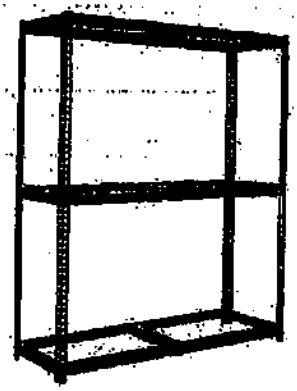
Item	Additional Shelf Level	Beam Capacity	2500 lb
Depth	36"	Decking	No
Width	48"	Finish	Enamel
Material	Steel	Profile	Heavy

16T342

Material Handling \ Shelving and Storage Racks \ Boltless Shelving
\ Gray Boltless Shelving Starter Unit, 84" Height, 96" Width, Number of Shelves 3

View Product Family

Print | Email



How can we improve our Product Images?

Compare

Qty. 4

EDSAL

Gray Boltless Shelving Starter Unit, 84" Height, 96" Width, Number of Shelves 3

Your Price
$196.14 / each
List Price $230.75 / each

Deliver one time only
Auto-Reorder Every 1 Month

1 Add to Cart

+Add to list

Availability for Qty 1 Go

Shipping \ Pickup

Ships from supplier. Expected to arrive on or before Tue, Mar 15.
Ship to: 16512 (Change)

★★★★★ Be the first to write a review | Ask & Answer

Item # 13D138 | Mfr. Model # BSRR-235 | UNSPSC # 24102004
Catalog Page # 1775 | Shipping Weight 128.0 lbs.

Country of Origin USA | *Country of Origin is subject to change.*

Note: Product availability is real-time updated and adjusted continuously. The product will be reserved for you when you complete your order. More

Technical Specs

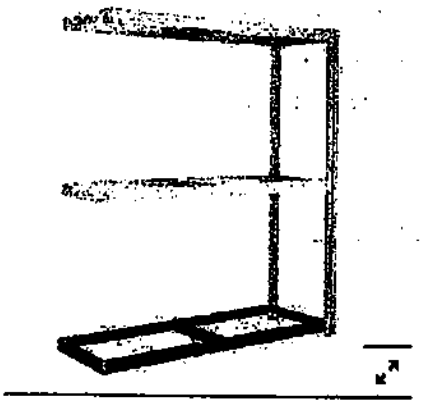
Item	Boltless Shelving Starter Unit	Beam Capacity	1600 lb.
Shelf Style	Single Straight	Decking Material	None
Width	96"	Color	Gray
Depth	36"	Finish	Baked Enamel
Height	84"	Shelf Adjustments	1-1/2" Increments
Number of Shelves	3	Includes	(4) Angle Posts and (3) Shelf Levels
Material	Steel		

16T342

Material Handling \ Shelving and Storage Racks \ Boltless Shelving Accessories \ Gray Additional Shelf Level, Steel, 96" Width, 36" Depth

View Product Family

Print | Email



How can we improve our Product Images?

Compare

EDSAL

Gray Additional Shelf Level, Steel, 96" Width, 36" Depth

Your Price
$49.94 / each
List Price $69.75 / each

Deliver one time only

Auto-Reorder Every 1 Month

1 Add to Cart

+Add to list

Availability for Qty 1 Go

Shipping \ Pickup

Ships from supplier. Expected to arrive on or before Mon. Mar 14.
Ship to: 10512 (Change)

Be the first to write a review | Ask & Answer

Qty. 10

Item # 13D167	Mfr. Model # BSRR-614	UNSPSC # 24102004
Catalog Page # 1776	Shipping Weight 35.0 lbs.	

Country of Origin USA | *Country of Origin is subject to change.*

Note: Product availability is real-time updated and adjusted continuously. The product will be reserved for you when you complete your order. More

Technical Specs

Item	Additional Shelf Level	Beam Capacity	1600 lb.
Depth	36"	Decking	No
Width	96"	Finish	Enamel
Material	Steel	Profile	Heavy
Color	Gray	For Use With	Boltless Storage Racks
Number of Shelves	1	Includes	Beams, Front to Back Supports, Center Supports

16T342

Quote

08/22/2016

US. FOODS | CULINARY EQUIPMENT & SUPPLIES

Project:
Putnam Correctional
40 Glenelda Ave.
Customer#80616584
Carmel, NY 10512

From:
US Foods - Albany
Mary Martin
755 Pierce Rd.
Clifton Park, NY 12065-1302
518-877-8511
(518)877-8511 3978 (Contact)

Item	Qty	Description	Sell	Sell Total
1	1 ca	**PLASTIC WITH METAL FRAME SHELVING** Metro Model No. (9643883) Packed 1 ca 42"W x 24"D MetroSeal 3 Shelving Set	$358.44	$358.44
2	1 ca	**PLASTIC WITH METAL FRAME SHELVING** Metro Model No. (9643966) Packed 1 ca 48"W x 24"D MetroSeal 3 Shelving Set	$362.48	$362.48
3	1 ca	**PLASTIC WITH METAL FRAME SHELVING** Metro Model No. (9643594) Packed 1 ca 72"W x 18"D MetroSeal 3 Shelving Set	$408.93	$408.93
4	1 ca	**PLASTIC WITH METAL FRAME SHELVING** Metro Model No. (9643461) Packed 1 ca 42"W x 18"D MetroSeal 3 Shelving Set	$318.06	$318.06
5	1 ea	**PLASTIC WITH METAL FRAME SHELVING** Metro Model No. PR1842NK3 (1725928) MetroSeal Pro Shelf 18" x 42"	$78.48	$78.48
6	18 ea	**S-HOOK** Metro Model No. 9995Z (5009840) 5" Hooks for Metro Shelving	$2.48	$44.64
		Total		$1,571.03

Initial: _____

16T34R

The following equipment is quoted for your approval. Please verify all utilities, gas type (natural or propane) and/or electrical specifications (voltage and phase). Dimensions and weights are provided for install clearance and final placement.To secure the full and timely payment by Applicant to Seller of all now existing and hereafter arising amounts due Seller, Applicant hereby grants to Seller a priority (purchase money) security interest and lien in and to all goods, inventory, equipment and fixtures sold to Applicant by Seller from time to time, and a separate security interest in all other assets of Applicant, including, without limitation, all of Applicant's now existing or owned or hereafter arising or acquired (a) accounts; (b) goods for sale, lease or other disposition by Applicant which have given rise to Accounts and have been returned to or repossessed or stopped in transit by Applicant; and (c) goods, including, without limitation, inventory, equipment, fixtures, trade fixtures and vehicles. Applicant hereby authorizes Seller to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds at any time regardless of whether payment is due to Seller under Seller's payment terms with Applicant. Applicant hereby authorizes Seller to prepare and file any Uniform Commercial Code ("UCC") financing statements, amendments to UCC financing statements and any other filings or recordings in all jurisdictions where Seller determines appropriate without Applicant's signature, and authorizes Seller to describe the collateral in such financing statements in any manner as Seller determines appropriate. All orders require signatures by purchaser (s). Orders over $2200.00 require 1/3 deposit at time of order, 1/3 at time of delivery and the balance within thirty days. Final approval by US Foodservice Inc,VP of Finance.This quotation is subject to acceptance within thirty days from original issue date or an effective date of a manufacturers price increase, whichever comes first. **** Local, and State taxes not included in this quote unless specifically shown. Thank you for the opportunity to quote your business, please call if you need further assistance.U.S. Foodservice Inc. Equipment and Supplies Dept.755 Pierce Road Clifton Park, New York 120651-800-732-1732Mary Martin ext.3978

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $1,571.03

16T342

Initial: _____

METRO

Item # _____

Job _____

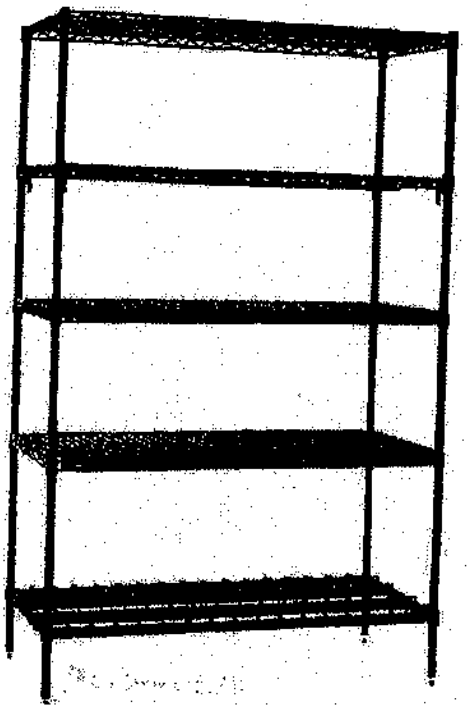
METRO Super Erecta Pro™ Shelves

SUPER ERECTA PRO™

Durable and Cleanable. The original — reinnovated.

Super Erecta Pro is part of the Super Erecta family of storage products. Polymer shelf mats protect against abrasive containers and sharp edges. Removable shelf mat sections can easily be washed by hand or in a wash/dish machine. Proven Super Erecta construction with tapered steel shelf collars and both side and center supports is strong, sturdy, and built to last.

- **Prolonged durability:** Polymer shelf mats are corrosion proof and impact resistant. They will not chip, rust, or corrode.
- **Easy to clean:** Removable polymer shelf mats can easily be lifted off the shelf frames for cleaning in sinks or wash/dish machines.
- **Strong and robust:** Steel corners, side and center supports assure a sturdy and stable weight bearing surface.
  Weight capacities for evenly distributed loads:
  800 lbs. (363kg) per shelf for lengths of 24" to 48" (610 to 1220mm)
  600 lbs. (275kg) per shelf for lengths of 54" (1370mm) or longer
  2,000 lbs. (907kg) maximum per stationary unit.
- **Safe for delicate packaged items:** Smooth, flat surfaces protect packaged shelf contents from unwanted rips, tears, or damage.
- **Interchangeable:** Super Erecta Pro shelves are compatible on the same shelving units with other Super Erecta shelving options: Super Erecta wire, Super Adjustable Super Erecta, Solid Super Erecta shelves, Dunnage shelves, Cantilever shelves. Super Erecta Pro shelves can be used with Post-Type Wall Mounts, Direct Wall Mounts, SmartWall G3™ Wall Mounts, Security Units, Top Track, and qwikTRAK systems.
- **Microban Product Protection:** Microban antimicrobial product protection is built into the shelf mats and the Metroseal 3 epoxy coating to protect the product from bacteria, mold, mildew, and fungus that cause odors and product degradation. Microban protection keeps the product "cleaner between cleanings".
- **Efficient use of storage space:** Shelves can be adjusted at 1" (25mm) increments along the post to maximize the use of available vertical storage space.
- **Open Grid Shelf Mats:** Open grid shelves promote air circulation and light penetration.
- **Fast, Easy Assembly:** Super Erecta Pro units assemble easily in minutes, without tools. SiteSelect™ posts have numbered grooves and feature unique double grooves every 8" (203mm) to help position the shelves.
- **Warranty:** Polymer shelf mats have a lifetime warranty against rust and corrosion. Metroseal 3 coated shelf frames and posts have a 12 year limited warranty against rust and corrosion.



Shelving unit shown is configured with:
Super Erecta wire shelf (top)
Super Adjustable Super Erecta (2nd from top)
Super Erecta Pro (middle and 2nd from bottom)
Super Erecta Dunnage Shelf (bottom)

NSF Microban® antimicrobial product protection

10.80

*MICROBAN® and the MICROBAN® symbol are registered trademarks of the Microban Products Company, Huntersville, NC.

METRO
InterMetro Industries Corporation
North Washington Street
Wilkes-Barre, PA 18705
www.metro.com

EMERSON.

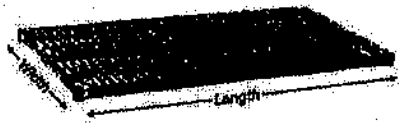
16T342

Job _____

SUPER ERECTA PRO™ SHELVES

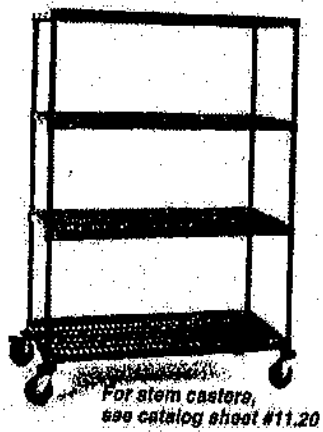
METRO

Specifications



- **Shelf frames:** Carbon steel with Metroseal 3 epoxy coating.
- **Polymer Shelf mats:** Mineral reinforced polypropylene.
- **Microban antimicrobial product protection** is built into the polymer shelf mats and Metroseal 3 epoxy coating.
- **NSF listed for all environments.**
- **Continuous Temperature:** Super Erecta Pro Shelves can be used continuously within a range of -20/120° F (-29/49° C) with intermittent exposure to 200° F (93° C).

NOTE: Not suitable for cart wash applications.



For stem casters, see catalog sheet #11.20

Standard Shelves

- Part number includes shelf with removable polymer shelf mats and one bag of split sleeves

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Model No. Super Erecta Pro Metroseal 3
18x24	457x610	6.0	2.7	PR1824NK3
18x30	457x760	7.8	3.5	PR1830NK3
18x36	457x914	9.5	4.2	PR1836NK3
18x42	457x1060	11.3	5.0	PR1842NK3
18x48	457x1219	13.0	5.8	PR1848NK3
18x54	457x1372	14.8	6.6	PR1854NK3
18x60	457x1524	16.5	7.4	PR1860NK3
18x72	457x1829	19.8	8.8	PR1872NK3
21x24	530x610	8.0	3.6	PR2124NK3
21x30	530x760	9.5	4.2	PR2130NK3
21x36	530x914	11.3	5.0	PR2136NK3
21x42	530x1060	12.5	5.6	PR2142NK3
21x48	530x1219	14.3	6.4	PR2148NK3
21x54	530x1372	16.5	7.4	PR2154NK3
21x60	530x1524	18.3	8.1	PR2160NK3
21x72	530x1829	21.6	9.6	PR2172NK3
24x24	610x610	9.5	4.2	PR2424NK3
24x30	610x760	11.3	5.0	PR2430NK3
24x36	610x914	13.0	5.8	PR2436NK3
24x42	610x1060	14.0	6.3	PR2442NK3
24x48	610x1219	15.5	6.9	PR2448NK3
24x54	610x1372	18.3	8.1	PR2454NK3
24x60	610x1524	20.0	8.9	PR2460NK3
24x72	610x1829	23.3	10.4	PR2472NK3

Compatible with the following shelves on the same shelving unit:

- **Super Erecta Wire Shelf**
- **Super Erecta Solid Shelf**
- **Super Adjustable Super Erecta**
- **Super Erecta Dunnage Shelf**
- **Drop Mat Super Erecta**
- **qwikSLOT and qwikSLOT Drop Mat — when using qwikSLOT posts**
- **Basket Shelf**
- **Slanted Shelf**
- **Reel Shelf**

Actual Dimensions: Width: Add 1/4" (6mm) to nominal size.
Length: Subtract 1/4" (6mm) from nominal size.

Note: Polymer Shelf mats are designed to fit Super Erecta Pro shelves and cannot be retrofitted to Super Erecta wire shelves.

Replacement Split Sleeves
Model No. 9965 Bag of four sets.

SiteSelect™ Posts

Stationary post height includes leveling bolt.

NOTE: Special length posts are available. Consult your Metro representative.

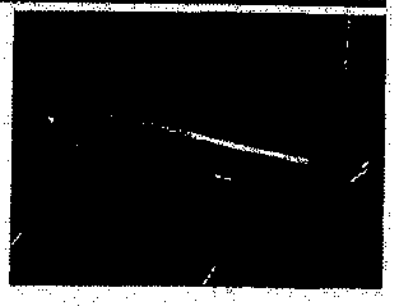
STATIONARY

Actual Height (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Model No. Metroseal 3	Model No. Stainless
14 1/2	370	1.0	0.5	13PK3	13PS
34 1/2	875	2.0	0.9	33PK3	33PS
54 9/16	1385	3.0	1.4	54PK3	54PS
62 9/16	1590	3.5	1.6	63PK3	63PS
—	—	—	—	—	—
74 3/4	1895	4.0	1.8	74PK3	74PS
86 5/8	2200	5.0	2.3	86PK3	86PS

MOBILE (For use with stem casters)

Actual Height (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Model No. Metroseal 3	Model No. Stainless
13 3/4	349	1.0	0.5	13UPK3	13UPS
33 3/4	857	2.0	0.9	33UPK3	33UPS
53 13/16	1366	3.0	1.4	54UPK3	54UPS
61 13/16	1570	3.5	1.6	63UPK3	63UPS
69 1/4	1772	3.8	1.7	70UPK3	—
73 7/8	1876	4.0	1.8	74UPK3	74UPS
85 7/8	2181	5.0	2.3	86UPK3	86UPS

"S" Hook: Used to "add on" one or multiple Super Erecta Pro shelving units while eliminating the cost of two posts per unit. Can be used to join units end-to-end, back-to-back, at right angles, etc. Two "S" hooks are required for each shelf. **Model No. Q9995Z**



Notes about "add-on" units.

- Add-on (Adjacent) units must be configured entirely of one style of shelf. (Example: Adjacent unit may be configured entirely of Super Erecta Pro OR entirely of Super Erecta Wire/Super Adjustable shelves.)
- To connect an adjacent Super Erecta or Super Adjustable Super Erecta wire shelving unit to a Super Erecta Pro unit using S-hooks, the adjacent unit must use S-hook model number Q9995Z.
- A mixed shelving unit having a combination of Super Erecta Pro, Super Erecta wire, and Super Adjustable cannot be connected to another unit with "S" Hooks.

All Metro Catalog Sheets are available on our Web Site: **www.metro.com**

METRO

InterMetro Industries Corporation
North Washington Street, Wilkes-Barre, PA 18705
Phone: 570-825-2741
Fax: 570-825-2852

For Product Information:
U.S. and Canada: 1.800.992.1776
Outside U.S. and Canada: www.metro.com/contactus

L02-184
Printed in U.S.A. 11/10

Information and specifications are subject to change without notice. Please confirm at time of order.

Copyright © 2010 InterMetro Industries Corp.

16T342

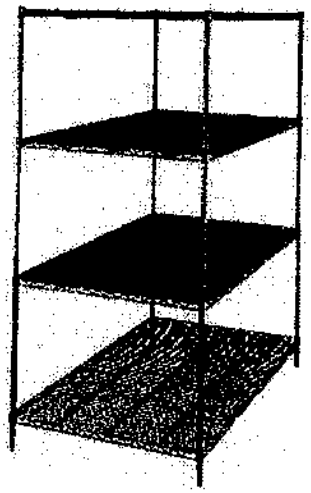
Job _____

SUPER ERECTA SHELF®
WIRE SHELVING

METRO

Super Wide Shelving

- **High-density Storage:** Super Wide™ shelves have a greater storage area for holding large quantities of supplies, especially large, bulky objects, providing maximum storage in minimum space.
- **Load Capacity** (evenly distributed) per shelf:
  Depths: 30" and 36" (760 and 914mm)
  600 lbs. (272kg) for lengths 48" (1219mm) or shorter.
  400 lbs. (181kg) for lengths 54" (1370mm) or longer.



Model No. Chrome	Model No. Metroseal 3 with Microban	Model No. Stainless Steel	Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
3036NC	3036NK3	3036NS	30x36	760x914	15	6.8
3048NC	3048NK3	3048NS	30x48	760x1219	21	9.5
3060NC	3060NK3	3060NS	30x60	760x1524	26½	11.8
3072NC	3072NK3	3072NS	30x72	760x1829	31	14.0
3636NC	3636NK3	3636NS	36x36	910x914	18	8.2
3648NC	3648NK3	3648NS	36x48	910x1219	23	10.4
3660NC	3660NK3	3660NS	36x60	910x1524	29	13.1
3672NC	3672NK3	3672NS	36x72	910x1829	34½	15.4

Foot Plates

- Use to bolt units to the floor, or when a broader, more stable foot is desired. Foot plates also help to protect floors by distributing the point load of the shelving unit across a larger contact point.
- Foot plates (completely tightened) add ⅛" (3mm) to the specified heights of each stationary post on the table.
  Zinc Cat. No. 9993Z
  Stainless Steel Cat. No. 9993S

"S" Hook

- Used to add on shelving units with only two posts required. Order two per shelf level.
  Cat. No. 9995Z

All Metro Catalog Sheets are available on our Web Site: **www.metro.com**

METRO
InterMetro Industries Corporation
North Washington Street, Wilkes-Barre, PA 18705
Phone: 570-825-2741
Fax: 570-825-2852

L02-008
Printed in U.S.A. Rev. 11/08

Information and specifications are subject to change without notice. Please confirm at time of order.

Copyright © 2008 InterMetro Industries Corp.

For Product Information:
U.S. and Canada: 1.800.433.2232
Latin America: 1.561.333.3824
Europe: +31.76.587.7550
Asia/Pacific: +65.6567.8003
Middle East/Africa: +971.4.811.8266

16T342

16T342

James Greenough

From: Rathjen, Steven <Steven.Rathjen@usfoods.com>
Sent: Friday, April 08, 2016 9:50 AM
To: James Greenough
Cc: anl3995@gmail.com
Subject: FW: Putnam County Corr Facility-Premier Quote

Good Morning James & Antonias,

Per your question yesterday about the possisbility being on the right side, the answer is no and also No for a cutting board to go on the back. Please see below.

Sorry Steven

Steven Rathjen | Account Executive
755 Pierce Road | Clifton Park, NY 12065-3914
O 800.732.1732 | M 845.706.9344
steven.rathjen@usfoods.com

US Foods
KEEPING KITCHENS COOKING™

From: Martin, Mary
Sent: Friday, April 08, 2016 9:40 AM
To: Rathjen, Steven
Subject: RE: Putnam County Corr Facility-Premier Quote

No and No

Mary Martin | Culinary Equipment and Supplies Coordinator
755 Pierce Road | Clifton Park, NY 12065-3914
O 518.877.3978
mary.martin@usfoods.com

EDGE1020
SRE2140

US Foods

1/5/2016 17:09

Order Confirmation

CONFIDENTIAL

In Progress

Customer: PUTNAM COUNTY CORR FACIL. (80616584)
Department: 0

Create Date: 1/5/2016

Ordered Cases: 23

Order Number: 0
Order Type: Standard Routed Order

Ordered Eaches: 0
Estimated Total: 1,548.10

P.O. Number:

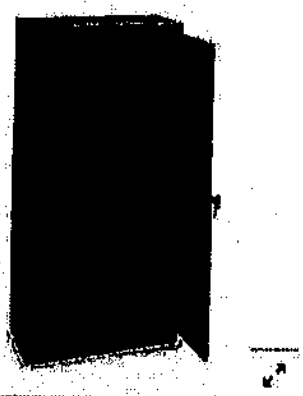
Line #	Prod Nbr	Ordered Case	Ordered Each	Reserved Case	Reserved Each	Product Description	Pack Size	Brand	Unit Price	Ext Price
50072	9643883	1				Shelf Set, Vented 24x42 Polymer	1 Ea	Intermetro Industries Co	352.39	352.39
50073	9643966	1				Shelf Set, Vented 24x48 Polymer	3 Ea	Intermetro Industries Co	358.44	358.44
50074	9643594	1				Shelf Set, Vented 18x72 Polymer	3 Ea	Intermetro Industries Co	402.87	402.87
50076	9643461	1				Shelf Set, Vented 18x42 Polymer	3 Ea	Intermetro Industries Co	312	312
50077	1725928	1				Shelf , Vented 18x42 Polymer Ma	1 Ea	Intermetro Industries Co	78.48	78.48
50078	5009840	18				Hook, Shelf Zinc Coated S Shape	1 Ea	Intermetro Industries Co	2.44	43.92
	Totals	23	0	0	0					1,548.10

16T342

10315000 52110

Material Handling \ Cabinets \ Storage Cabinets \ Storage Cabinet, Medium Gray, 72" Overall Height, Unassembled Print Email

View Product Family



Storage Cabinet, Medium Gray, 72" Overall Height, Unassembled

TENNSCO

Price
$312.25 / each

Deliver one time only

Auto-Reorder Every 1 Month

1 Add to Cart

+ Add to List

Availability for Qty 1 Go

Shipping Pickup

Expected to arrive Thu, Jul 9.
Ship to: 10512 (Change)

Repair Parts Available for this Item

★★★☆☆ | 3.4 of 5 | 5 reviews | Write a Review | Ask & Answer

How can we improve our Product Images?

Compare

Item # 1W944	Mfr. Model # 1470 GRAY	UNSPSC # 56111906
Catalog Page # 2010	Catalog Group # E1478	Shipping Weight 111.0 lbs.

Country of Origin USA | *Country of Origin is subject to change.*

Note: Product availability is real-time updated and adjusted continuously. The product will be reserved for you when you complete your order. More

Technical Specs

Item	Storage Cabinet	Finish	Powder Coated
Door Type	Standard	Number of Shelves	5
Cabinet Color	Medium Gray	Shelf Capacity	150 lb.
Assembly	Unassembled	Total Number of Drawers	0
Gauge	24	Locking System	3 Point
Overall Height	72"	Handle	Single
Overall Width	36"	Standards	SCS, ANSI/BIFMA
Overall Depth	18"	Includes	Key Lock with 2 Keys, 1 Bottom Shelf, 4 Adjustable Shelves
Material	Steel	Green Certification or Other Recognition	SCS Indoor Advantage Certified

16T342

LANGIT & ASSOCIATES

DATE: 02/02/16

QUOTE #: 13511BP

TO: Putnam County Correctional Facility
Wanda Jackson

QTY	Model #	Description	LIST PRICE	TOTAL LIST PRICE	STATE PRICE	TOTAL STATE PRICE
12	DRNWSB( )	DORSAL Stack Chair	$ 460.00	$ 5,520.00	$ 184.00	$ 2,208.00
		Armless with Round Legs & Articulating Backrest				
		Upholstered Seat and Back in Grade 2 Vinyl				
		Need Shell and Frame Color				
Please Issue Order As Follows:						
Ordering Address:		Krueger International dba Id				
		c/o Langit & Associates, Inc.				
		1330 Bellevue Street, BOX 8100				
		Green Bay, WI 54308-8100				
NYS Contract #:		PC66295				
Contract Expires:		Dec-18				
Delivery Terms:		33-38 Days ARO or Sooner				

TOTAL LIST PRICE:	$ 5,520.00	
SUBTOTAL:		$ 2,208.00
INSIDE DELIVERY: *(optional)*		$ 441.60
TOTAL STATE PRICE:		$ 2,649.60

5 Canning Avenue • Middletown, NY 10941 • (P) 845-692-8448 • (F) 845-695-1841 • www.langit.com

16T342

Price Quote Good For 30 Days

Corcraft

550 Broadway Menands NY 12204

Federal ID# 146013200

Price Quote

2/29/2016

 # Putnam County Sheriff 022916

For: PUTNAM COUNTY SHERIFFS

Attention: WANDA JACKSON

Sales Rep: Jeff Gillham

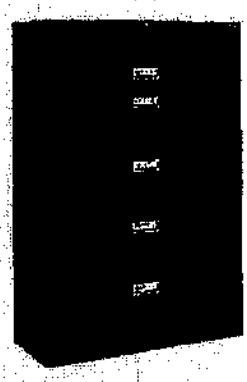
Please acknowledge receipt of the quote

Cell: 518-935-3491

Type of Delivery Included: DOCK DELIVERY

Your Bid Item #	Corcraft Item Code	Item Description	Total Quantity	Price Each	Extended Price
1	F52-6338CS- **	Industrial Shelving - Steel Construction			$0.00
	ASSEMBLED	Closed Type 36W x 16D x 84H			$0.00
					$0.00
		DOCK DELIVERY PRICE	6	$173.00	$1,038.00
					$0.00
		INSIDE DELIVERY - NOT SET IN USE	6	$190.30	$1,141.80
					$0.00
	Color options = **	11 = Black			$0.00
		12 = Grey			$0.00
	Please choose a	16 = Ultra Tan			$0.00
	color option when	19 = Driftwood Tan			$0.00
	ordering	21 = Putty			$0.00
		24 = Surf Green			$0.00
		49 = Ceylon Blue			$0.00
					$0.00
2	DELIVERY	FREE DELIVERY			$0.00
		on orders over $250.00			$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
		Please send all orders to:			$0.00
		Corcraft Customer Service at			$0.00
		orders.corcraft@doccs.ny.gov			$0.00
				Total	

16T342



How can we improve our Product Images?

Compare

SANDUSKY LEE

Cabinet, 36 x 66-3/8 x 19-1/4 In, Black

Price
$804.66 / each

Deliver one time only

Auto-Reorder Every 1 Month

1 Add to Cart

+Add to list

Availability for Qty 1 Go

Shipping Pickup

Expected to arrive Mon. Feb 29.

Ship to: 10512 (Change)

Be the first to write a review | Ask & Answer

Item # 49J270 Mfr. Model # LF6A366-09 UNSPSC # 56101702

Catalog Page # N/A Shipping Weight 202.0 lbs.

Country of Origin USA | *Country of Origin is subject to change.*

Note: Product availability is real-time updated and adjusted continuously. The product will be reserved for you when you complete your order. More

Technical Specs

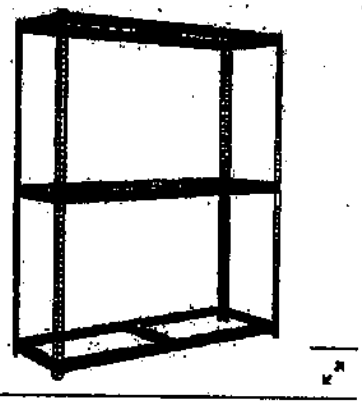
Item	File Cabinet	Color	Black
File Cabinet Type	Lateral	Material	Steel
Series	600	Handle Type	Aluminum
File Size	Legal/Letter	Lock Included	Yes
Number of Drawers	6	Assembled/Unassembled	Assembled
Number of Doors	0	Standards	ANSI/BIFMA
Overall Width	36"	Includes	Center Lock
Overall Height	66-3/8"	Green Environmental Attribute	Minimum 50% Post-Consumer Recycled Content
Overall Depth	19-1/4"	Green Certification or Other Recognition	GREENGUARD Certified
Finish	Powder Coated		

16T342

Material Handling \ Shelving and Storage Racks \ Boltless Shelving
\ Gray Boltless Shelving Starter Unit, 84" Height, 48" Width, Number of Shelves 3

View Product Family

Print | Email



How can we improve our Product Images?

Compare

Qty. 1

EDSAL

Gray Boltless Shelving Starter Unit, 84" Height, 48" Width, Number of Shelves 3

Your Price
$142.59 / each
List Price $187.76 / each

Deliver one time only
Auto-Reorder Every 1 Month

1 Add to Cart
+Add to list

Availability for Qty 1 Go
Shipping \ Pickup

Ships from supplier. Expected to arrive on or before Mon. Mar 14.
Ship to: 10512 (Change)

★★★★★ Be the first to write a review | Ask & Answer

Item # 13C184 | Mfr. Model # BSRR-203 | UNSPSC # 24102004
Catalog Page # 1775 | Shipping Weight 82.0 lbs.

Country of Origin USA | *Country of Origin is subject to change.*

Note: Product availability is real-time updated and adjusted continuously. The product will be reserved for you when you complete your order. More

Technical Specs

Item	Boltless Shelving Starter Unit	Beam Capacity	2500 lb.
Shelf Style	Single Straight	Decking Material	None
Width	48"	Color	Gray
Depth	36"	Finish	Baked Enamel
Height	84"	Shelf Adjustments	1-1/2" Increments
Number of Shelves	3	Includes	(4) Angle Posts and (3) Shelf Levels
Material	Steel		

16T342

#6r

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

APPROVAL/FUND TRANSFER / CORONERS/ PURCHASE MOTOR VEHICLE TO REPLACE RED-LINED VEHICLE

WHEREAS, the Coordinator of Coroners Michael Nesheiwat has requested a fund transfer (16T312) to purchase a new Motor Vehicle to replace his Red-lined vehicle; and

WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approve said fund transfer; now therefore be it

RESOLVED, that the following fund transfer be made:

Decrease:		
10118500 54151	**Post Mortem Examinations**	**18,000.00**
10118500 54646	**Contracts**	**20,485.55**
		38,485.55
Increase:		
10118500 52650	**Motor Vehicle**	**38,485.55**

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

cc: all Prot. A+A

Reso

COUNTY OF PUTNAM

FUND TRANSFER REQUEST

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY
2016 NOV -1 AM 10:56

TO: Commissioner of Finance

FROM: Michael J. Nesheiwat, MD

DEPT: Coroner

DATE: October 26, 2016

I hereby request approval for the following transfer of funds:

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
1011850054151 Post Mortem Examinations	1011850052650 Motor Vehicle	$18,000.00	Coroner Vehicle Red-Lined Purchase of New Vehicle
1011850054646 Contracts	1011850052650 Motor Vehicle	$20,485.55	Coroner Vehicle Red-Lined Purchase of New Vehicle

Total $38,485.55

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2015 Fiscal Impact $___0__
2016 Fiscal Impact $___0__

_____
Department Head Signature/Designee Date

AUTHORIZATION:

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

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

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

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

16T312

OFFICE OF THE CORONER

Michael J. Nesheiwat, MD
COORDINATOR OF CORONERS

2016 NOV 16 PM 12:04
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

MEMORANDUM

To: Protective Services Committee

From: Michael J. Nesheiwat, MD

Date: 10/31/2014

Purchase of Tahoe for the coroner's office

I have worked as a coroner for 15 years. In the beginning, we worked out of the trunk of our cars. For the past 3 years we have updated the coroner's office and are now highly computerized. We have archived all records from 2004 to present. We now have vital statistics for Putnam County that are state reported. I have attended Mass Fatality/Disaster Conferences and I am proud to say we are on the cutting edge of the coroner's office thanks to the support of the legislative body and County Executive.

Three years ago we acquired an office and a donated Tahoe from the Bureau of Emergency Services. Unfortunately, the vehicle is no longer road worthy and was red-lined by the Highway Department. I respectfully ask for your consent to replace the Tahoe as we have the funds in our budget. This vehicle will continue to maintain our supplies which includes, but is not limited to, boots, gloves, forms, camera, a variety of body bags (disaster pouches/regular weight), duffle bags, SCBA Apparatus (self-contained breathing Apparatus) and other items that justify the use of the Tahoe. We also have preassembled shelving from the old Tahoe, which will be moved to the new vehicle, so they would not have to be replaced.

Most importantly, since we cover the entire county: Carmel, Kent, Patterson, Philipstown, Putnam Valley, Southeast, Brewster, Cold Spring and Nelsonville areas. We are on call 24/7 all year round. We need a vehicle with 4 wheel drive for the winter months and able to deal with any terrain. When we have cases on the other side of the County, there are extremely rare occasions that we cannot get a Funeral Home for transport. We must be able to transport the decedent in the Tahoe to the morgue.

Respectfully,

Michael J. Nesheiwat M.D.
Coordinator of Coroners

MJN/lw

Putnam County TOPS Building
112 Old Route 6-Carmel, New York 10512
Cell (845) 742-3475 / Email: Michael.nesheiwat@putnamcountyny.gov

Putnam County Asset Management System (AMS)

Putnam County Department of Highways & Facilities
Fleet Management
Vehicle Decommissioning Report

Date: 9/30/16

Department:	Coroner
Make:	Chevrolet
Model:	Tahoe
Year:	2006
Plate #:	AV9199
Mileage:	89,923
Reason:	Excessive corrosion on front frame control arm mounts. This corrosion will lead to a failure of steering and is indicative of other chassis weakness. This 10 year old vehicle had only 63K miles; County vehicles need to have an under body car wash on a regular basis to extend their useful lives. Plan to be put in place. Also note that Central Garage Service reports will now include a Condition Rating (1, 2,or 3). Departments will now have advance notice when a vehicle receives a condition 3 rating which indicates an expected remaining usable life of 1 or 2 years.

Photo, if applicable/available:

Decommissioning reviewed by :
Chris Vitiello, Fleet Manager
Michael Cunningham, Asset Manager
Fred Pena, Commissioner

Cc:
Department contact: Dr Michael Nesheiwat
Michele Palermo
Alexis Hawley

NEW YORK STATE OF OPPORTUNITY. | Office of General Services | Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | http://nyspro.ogs.ny.gov | customer.service@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	**Group 40451 Light Duty Vehicles (Statewide)** **Classification Code(s): 25 and 46**
Award Number	:	**22898**
Contract Period	:	**Various (see Contractor listing)**
Bid Opening Date	:	**October 17, 2014**
Date of Issue	:	**November 17, 2014 (Revised August 5, 2016)**
Specification Reference	:	**As Incorporated In The Contract**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Michael Riley Title : Contract Management Specialist I Phone : 518-474-6716 E-mail : michael.riley@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This award includes backdrop Contracts for the acquisition (purchase) of Light Duty Vehicles and related Options and Aftermarket Components as defined in Contract Scope. Light Duty Vehicles include vehicles primarily used to transport passengers and cargo (e.g., passenger cars, pickup trucks, sport utility vehicles, passenger and cargo vans, and law enforcement vehicles.), with a GVWR less than or equal to 10,000 pounds, (i.e., Class 1 through Class 2 Vehicles, as designated by the U.S. Department of Transportation). Vehicle acquisition from the backdrop contracts shall be on an as-needed basis by NYS Authorized Users via a competitive Mini-Bid process executed via the NYS Vehicle Marketplace.

PR # 22898

16T312

Form Instructions

A Contractor responding to a Mini-Bid that specifies Vehicle(s) Built to Specifications at the Original Equipment Manufacturer (OEM) factory shall provide the following information in Parts A through D for the Vehicle(s) offered for the Mini-Bid. For assistance in completing and submitting this form, please contact the Vehicle Marketplace Team at NYSPro.VehicleMarketPlace@ogs.ny.gov. For questions about the vehicles requested, please contact the Authorized User identified on Form A: Vehicle Request.

Save this blank Excel worksheet to your computer, and then enter the required information in Parts A through D. Complete all fields highlighted in yellow. Failure to enter a response in a yellow field may result in rejection of your Mini-Bid response. Contractor is responsible for reviewing the completed price worksheet prior to Mini-Bid response submittal and ensuring that all necessary fields have been populated correctly.

The completed Form B: Mini-Bid response should use the following naming convention for the file name: 22898-14090001-PC12345 (i.e., Award#-Mini-Bid#-Contract#). Do not submit completed worksheets in PDF, JPG or any type of file format other than Excel. Pricing submitted using a format other than this spreadsheet shall be deemed non-responsive and shall be rejected.

Email the completed worksheet to the Vehicle Marketplace Team at NYSPro.VehicleMarketPlace@ogs.ny.gov, using the following naming convention for the email subject name: 22898-14090001-PC12345 (i.e., Award#-Mini-Bid#-Contract#). Submit a separate email, with only one (1) Mini-Bid response worksheet included as an attachment, for each Mini-Bid response. Do not submit multiple Mini-Bid responses in one email. Do not include notes about the Mini-Bid or other information in the body of the email. A section for notes is included on this form.

For all dollar amounts and discount percentages that a Contractor may enter, a Contractor may enter as many decimal places as desired and the formulas included in the Mini-Bid response worksheet will calculate based on the full number entered. However the number displayed in the cells will be rounded to no more than two (2) decimal places (e.g., $6.246 shall be rounded to $6.25 and $7.232 shall be rounded to $7.23).

Part A: Contractor Information

#	Question	Contractor Response
1.0	**Mini-Bid Request Number from Form A: Mini-Bid Request** (e.g. 14090001)	16100086
2.0	Business Information	
2.1	Full Legal Business Name, including DBA if applicable	ROBERT GREEN AUTO & TRUCK INC
2.1	State Contract Number (e.g., PC12345)	PC68886
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	141604690
2.4	NYS Vendor ID Number (e.g., 1000012345)	1000013665
3.0	Primary Contact Information	
3.1	Contact Name	RS GREEN
3.2	Contact Email	RSGREEN-RGTRUCK@HOTMAIL.CO
3.3	Contact Phone (1)	8457940300
3.4	Contact Phone (2)	8457946181
4.0	Secondary Contact Information	
4.1	Contact Name	ART BULL
4.2	Contact Email	ABULL-RGTD@hotmail.com
4.3	Contact Phone (1)	8457940300
4.4	Contact Phone (2)	8457946181

Part B: Mini-Bid Criteria

#	Question	Contractor Response
1.0	Type of vehicle(s) requested by the authorized user on Form A: Mini-Bid Request *[Note: If responding to a Mini-Bid for Pre-Existing Inventory Vehicle(s) (i.e., off the lot), use the Pre-Existing Inventory Vehicle(s) Mini-Bid Response Worksheet for the response]*	Vehicle(s) built to specifications at the OEM factory
2.0	Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified? *[Note: A Mini-Bid response shall be deemed non-responsive and shall be rejected if the Vehicle(s) cannot be delivered by the delivery date specified]*	YES
3.0	Enter the estimated number of days after receipt of a Purchase Order (After Receipt of Order ("ARO")) that the delivery will be made.	120-180 DAYS ARO

16T312

4.0	Enter the Final Order Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer. *[Note: "Final Order Due Date" shall mean the last calendar date that an Authorized User may issue a Purchase Order to the Contractor for a Vehicle, in order to have the Vehicle built before Model Year Build-Out Date]*	TBA

Part C: Vehicle Offered for Mini-Bid

	Question	Contractor Response
1.0	Vehicle Type (click on yellow box and use drop-down menu)	SUV, Full-Size
1.1	If the offered Vehicle Type is not included in the drop-down menu, enter it here	
2.0	Model Year	2017
3.0	Make (e.g., Ford, Chevrolet, Dodge)	CHEVROLET
4.0	Model (e.g., Taurus, Tahoe, Grand Caravan)	TAHOE SSV
5.0	Drive Type (e.g., FWD, RWD, AWD, 4WD)	4WD
6.0	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	GK15706
7.0	Aftermarket Components Provider(s), if applicable *[Note: Unless otherwise specified by an Authorized User on Form A: Mini-Bid Request, Aftermarket Components may be installed by any Aftermarket Component Provider utilized in the Contractor's normal course of business. A Mini-Bid response that includes an Aftermarket Component Provider other than that specified by the authorized user on Form A: Mini-Bid Request shall be deemed non-responsive and shall be rejected]*	ROBERT GREEN TRUCK DIVISION
8.0	Additional Mini-Bid Information: If applicable, enter bid deviations or other additional information applicable to this Mini-Bid.	VINYL INTERIOR NOT AVAILABLE WITH SSV PACKAGE

Part D: Vehicle Price Worksheet

[Note: An Authorized User may verify MSRP information, especially for Options and Aftermarket Components. The Contractor shall, upon request by the Authorized User, provide a copy of a Dealer Invoice and the most recently published OEM Specifications for each Vehicle bid]

	Definition and Instructions	Price
1.0	**Base Vehicle MSRP** (the total of the Base MSRP and Options. The Base Vehicle MSRP does not include Aftermarket Components or the Delivery Charge). *Note: "Base MSRP" shall refer to the MSRP of the Vehicle, including other applicable OEM fees (e.g. destination fees).*	$47,071.00
2.0	**NYS Vehicle Discount** (the percentage amount by which the Base Vehicle MSRP is reduced for NYS Contract purchases). *Note: Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; The percentage discount entered must be equal to or greater than the minimum NYS Vehicle Discount listed in the Contract.* ***A Mini-Bid response that includes a percentage discount that is less than the minimum NYS Vehicle Discount listed in the Contract shall be deemed non-responsive and shall be rejected.***	27.40
3.0	**Base NYS Vehicle Price** (the amount charged to the Authorized User for a Vehicle, exclusive of Aftermarket Components). The Base NYS Vehicle Price does not include the Delivery Charge. Automatically calculated: Base Vehicle MSRP minus NYS Vehicle Discount	$34,173.65
4.0	**NYS Aftermarket Component Price** (the total amount charged to the Authorized User for Aftermarket Components added to a Vehicle, inclusive of installation fees). *Enter $0.00 if there are no Aftermarket Components included in the Vehicle.*	$4,312.00
5.0	**NYS Contract Price for the Vehicle** (the amount charged to the Authorized User for each Vehicle, inclusive of Aftermarket Components). The NYS Contract Price for the Vehicle does not include Delivery Charge. Automatically calculated: NYS Base Vehicle Price plus the NYS Aftermarket Components Price.	$38,485.65
6.0	**Total number of Vehicles** (the number of Vehicles specified by the Authorized User, and to be provided at the NYS Contract Price for the Vehicle). The quantity entered should match the number of Vehicles specified by the authorized user). ***[Note: The number of Vehicles specified by the Authorized User is the estimated quantity of Vehicles that the Authorized User will purchase from the Mini-Bid in the event of an award. The Authorized User reserves the right to partially award a Mini-Bid for a number of Vehicles that is less than number of Vehicles specified. In the event of an award, the Contractor must supply the Vehicles ordered by the Authorized User at the NYS Contract Price for the Vehicle]***	11

16T312

7.0	**Total NYS Contract Price for Vehicle(s)** (the NYS Contract Price for the Vehicle multiplied by the Total number of Vehicles). Automatically calculated.	**$38,485.55**

8.0 **Delivery Charge** (the total amount charged to the Authorized User for shipment of the Vehicle(s) from the Delivery Origin to the location(s) designated by the Authorized User on Form A: *Mini-Bid Request*, and on the Purchase Order).
[Note: Delivery Origin shall mean the location from which the Contractor delivers a Vehicle to the Authorized User (i.e., Contractor's place of business or other location specified by the Contractor in the Mini-Bid)]

For each Region that the number of Vehicles requested by the Authorized User are to be delivered to, enter (1) the number of Vehicles delivered to Region, (2) Delivery Origin NYS County, (3) Region delivered to, and (4) Delivery Charge for each Vehicle. Multiple yellow-highlighted rows have been provided for Mini-Bids that require delivery to more than one Region. Total Delivery Charge for Region will be automatically calculated (Number of Vehicles multiplied by Delivery Charge for Each Vehicle). Total Number of Vehicles (the sum of the Number of Vehicles entered) and Total Delivery Charge for Vehicles (the sum of the Total Delivery Charges for Region) will also be automatically calculated.

Refer to the Delivery Region Chart below for the applicable Region for a NYS County. Refer to the Delivery Allowance Schedule (DAS) below for the maximum dollar amount that will be paid for delivery of a Vehicle from the Delivery Origin to the applicable Region delivered to. A Contractor may include a Delivery Charge that is less than the Delivery Allowance in the bid submitted for the Mini-Bid. A bid that includes a Delivery Charge that exceeds the Delivery Allowance shall be rejected.

	# of Vehicles Delivered to Region	Delivery Origin NYS County (Drop-down list)	Region Delivered to (drop-down list):	Delivery Charge for Each Vehicle	Total Delivery Charge for Region:
8.1	0	Sullivan	5	$0.00	$0.00
8.2	0	SULLIVAN	2	$0.00	$0.00
8.3	0	Sullivan	4	$0.00	$0.00
8.4	0	Sullivan	5	$0.00	$0.00
8.5	0	Sullivan	2	$125.00	$0.00
8.6	0	No Additional Counties	5	$75.00	$0.00
8.7	0	No Additional Counties	No Additional Regions	$200.00	$0.00
8.8	0	No Additional Counties	No Additional Regions	$0.00	$0.00
8.9	1	SULLIVAN	No Additional Regions	$0.00	$0.00

	Total Number of Vehicles (This quantity should match the quantity specified by the authorized user)	**Total Delivery Charge for Vehicles**
9.0	1	**$0.00**

10.0	**Total NYS Contract Price for Mini-Bid** (the amount that will be evaluated for the Mini-Bid). Automatically calculated: the Total NYS Contract Price for Vehicle(s) plus the Total Delivery Charge for Vehicles.	**$38,485.55**

Delivery Region Chart

Region 1	Region 2	Region 3	Region 4	Region 5	Region 6
Allegany	Broome	Albany	Clinton	Dutchess	Bronx
Cattaraugus	Cayuga	Columbia	Essex	Orange	Kings
Chautauqua	Chenango	Fulton	Franklin	Putnam	Nassau
Chemung	Cortland	Greene	St. Lawrence	Rockland	New York
Erie	Delaware	Hamilton		Sullivan	Queens
Genesee	Herkimer	Montgomery		Ulster	Richmond
Livingston	Jefferson	Rensselaer		Westchester	Suffolk
Monroe	Lewis	Saratoga			
Niagara	Madison	Schenectady			
Ontario	Oneida	Schoharie			
Orleans	Onondaga	Warren			
Schuyler	Oswego	Washington			
Seneca	Otsego				
Steuben	Tioga				
Wayne	Tompkins				
Wyoming					

16T312

Yates					

Delivery Allowance Schedule

The following Delivery Allowance Schedule (DAS) indicates the maximum dollar amount that will be paid for delivery of a Vehicle from the Delivery Origin to the applicable Region to which the Vehicle(s) are delivered. A Contractor may include a Delivery Charge that is less than the Delivery Allowance in the response to a Mini-Bid. A response to a Mini-Bid that includes a Delivery Charge that exceeds the Delivery Allowance shall be rejected. The Region is determined by the New York State County in which the Delivery Origin is located. If the Delivery Origin is not located within the State of New York, then the Region utilized shall be the Region that is closest in distance to the Delivery Origin.

EXAMPLE: If the Delivery Origin is in Albany County (Region 3), and the delivery location is in Westchester County (Region 5), the Delivery Allowance is $280. Each Contractor will only be concerned with their particular region (i.e., if the Delivery Origin is in Region 1, the only row that will be utilized is the first one).

		Delivery to Region					
	Region	1	2	3	4	5	6
Delivery Origin	1	$195	$280	$460	$535	$630	$825
	2	$280	$195	$280	$280	$350	$630
	3	$460	$280	$195	$280	$280	$630
	4	$535	$280	$280	$195	$535	$805
	5	$630	$350	$280	$535	$195	$315
	6	$825	$630	$630	$805	$315	$195

16T312

#65

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

APPROVAL/FUND TRANSFER /BUREAU OF EMERGENCY SERVICES/UPGRADE COMPUTER TOWERS IN 911

WHEREAS, the Commissioner of the Bureau of Emergency Services has requested a fund transfer (16T356) for the upgrade of Computer Towers in 911; and

WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approve said fund transfer; now therefore be it

RESOLVED, that the following fund transfer be made:

Decrease:		
13398900 54510	**Maintenance/Repair**	**36,000**
Increase:		
13398900 52130	**Computer**	**36,000**

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

CC: All/Protective 11/22/16
Reso

COUNTY OF PUTNAM

FUND TRANSFER REQUEST

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY
2016 NOV 15 PM 1:29

TO: Commissioner of Finance

FROM: Anthony W. Sutton, Commissioner

DEPT: Bureau of Emergency Services

DATE: November 10, 2016

I hereby request approval for the following transfer of funds:

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
13398900 54510 Maintenance/Repair	13398900 52130 Computer	$ 36,000.00	Upgrade Computer Towers in 911
	Total	**$ 36,000.00**	

SIGNATURES NOT NEEDED - THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2016 Fiscal Impact $___0__
2017 Fiscal Impact $___0__

_____
Department Head Signature/Designee Date

AUTHORIZATION:

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

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

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

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

16T356

Michele Alfano-Sharkey

From: Joanne Kinash
Sent: Wednesday, November 16, 2016 10:34 AM
To: Michele Alfano-Sharkey
Subject: FW: computers for dispatch

Michele,

This is what Bob spec'd out and is waiting for a quote from Tom. This is going to be 12 towers for the Dispatch center.

Jo

From: Robert Lipton
Sent: Monday, November 14, 2016 2:30 PM
To: Thomas Lannon
Cc: Anthony Sutton;
Subject: computers for dispatch

Tom,

Mobile tech sent us recommendations specs for computers as follows:

- Intel core i series (i7 preferred) or AMD Dual Core 2.4GHz or single core 2.8GHz or higher
- 16GB memory
- 250GB Disk (or at least 5GB free disk space)
- 1GB video card supporting Direct X 10 (multiple monitor capability preferred)
- 1000 Base TX Ethernet card
- DVD ROM

This is what I put together from cdw's government website:

Dell OptiPlex 7040 - Core i7 6700 3.4 GHz - 8 GB - 500 GB – English
Processor

Clock Speed:	3.4 GHz
Generation:	6
Installed Qty:	1
Manufacturer:	Intel
Max Supported Qty:	1
Max Turbo Speed:	4 GHz
Number of Cores:	Quad-Core
Processor Main Features:	Hyper-Threading Technology , Intel

	Smart Cache , Intel Turbo Boost Technology 2
Processor Number:	I7-6700
Type:	Core i7

Optical Storage

Drive Type:	DVD-Writer
Type:	DVD-Writer

Service & Support

Type:	3 years warranty

RAM

Configuration Features:	2 x 4 GB
Data Integrity Check:	Non-ECC
Empty Slots:	2
Features:	Dual channel memory architecture , Unbuffered
Form Factor:	DIMM 288-pin
Installed Size:	8 GB
Max Supported Size:	32 GB
Memory Specification Compliance:	PC4-17000
Memory Speed:	2133 MHz
Slots Qty:	4
Technology:	DDR4 SDRAM

Storage Hard Drive

Capacity:	500 GB
Interface Type:	SATA , Serial ATA-300

Networking

Data Link Protocol:	Ethernet , Fast Ethernet , Gigabit Ethernet
Ethernet Controller(s):	Intel I219LM
OS Provided	
Edition:	Windows 10 Pro , Windows 7 Professional
Family:	Windows 10 , Windows 7
License Included:	Windows 10 Pro 64-bit License
Type:	Microsoft Windows 7 Professional 64-bit Edition
Video Output	
Graphics Processor Series:	AMD Radeon R5
Graphics Processor Vendor:	AMD Radeon R5 340X
Video Interfaces:	DisplayPort , DVI

Video Memory	
Installed Size:	2 GB

Upgrade the RAM to:

Dell - DDR4 - 8 GB - DIMM 288-pin (times 2 – total of 16GB on the board)

Let me know if you agree with this configuration. We are trying to get this in for this budget year.

Thanks,
Bob

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

#6t

APPROVAL/FUND TRANSFER/SHERIFF'S DEPARTMENT/REPLACEMENT VEHICLE

WHEREAS, the Putnam County Sheriff has requested a fund transfer (16T361) to cover the cost of one (1) replacement vehicle for two (2) marked vehicles, Unit 251 and Unit 213, coming off the road; and

WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approve said fund transfer; now therefore be it

RESOLVED, that the following fund transfer be made:

Decrease:		
17311000 54370	**Automotive/Road Patrol**	**39,501.85**
Increase:		
17311000 52650	**Motor Vehicle/Road**	**39,501.85**

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

cc: all
Prot
A+A

Reso

COUNTY OF PUTNAM

FUND TRANSFER REQUEST

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY
2016 NOV 16 AM 11:01

TO: Commissioner of Finance

FROM: Sheriff Smith

DEPT: Sheriff's Dept / Road Patrol

DATE: November 15, 2016

I hereby request approval for the following transfer of funds:

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
17311000 54370 Automotive/road patrol	17311000 52650 motor vehicle/road	$39501.85	replacement of marked vehicles 213 and 251
	Total	**$39501.85**	

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2016 Fiscal Impact $__0__
2017 Fiscal Impact $__0__

Department Head Signature/Designee Date

AUTHORIZATION:

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

11·16·16 Date County Executive/Designee: $5,000.01 - $10,000.00

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

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

16T361

11/10/2016

BEYER FORD

170 Ridgedale Ave.
Morristown, NJ 07936

Quote

To:

From: Brooks Buxton
31 Williams Parkway
East Hanover, NJ 07936

Phone/Fax: (973) 319- 7009 / (973) 884-2650

2017 POLICE UTILITY POLICE INTERCEPTOR AWD
WESTCHESTER COUNTY
CONTRACT

3.7L V6 Ti-VCT FFV Engine
Transmission: 6-Speed Automatic
closing speeds (STD)
3.65 Axle Ratio (STD)
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel Drive
Engine Oil Cooler
78-Amp/Hr 750CCA Maintenance-Free Battery
HD 220 Amp Alternator
Police/Fire
GVWR: 6,300 lbs
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
18.8 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS
Wheels: 18" x 8" 5-Spoke Painted Black Steel
Tires: P245/55R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper
Body-Colored Rear Bumper
Black Bodyside Cladding
Black Side Windows Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter
Fixed Rear Window w/Fixed Interval Wiper,
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Front Windshield -inc: Sun Visor Strip
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Inc w/Power Door Locks
Projector Beam Led Low Beam Headlamps
LED Brakelights
MyFord AM/FM/CD/MP3 Capable Radio
Integrated Roof Antenna
60-40 Folding Split-Bench Front Facing Rear Seat
Manual Tilt Steering Column
Gauges
and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
5 Person Seating Capacity
Remote Releases -Inc: Power Trunk/Hatch
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert,
Urethane Gear Shift Knob
Full Vinyl/Rubber Floor Covering
Dashboard Storage, Driver And Passenger Door Bins
Power Adjustable Pedals
Power 1st Row Windows w/ 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Analog Display
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
2 12V DC Power Outlets
Air Filtration
Advancetrac w/Roll Stability Control Electronic Stability Control
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Cartopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -
Rear Camera w/Washer

Base Price $ 25,837.00

11/10/2016

Options for Interceptor Utility

Add Dark Car Feature - Courtesy Lamp Disable		Incl
Add Noise Suppression Bonds		Incl
Add (1) Additional Fleet Key		Incl
Add Rear View Camera		Incl
Add Front Headlamp/ Police Interceptor Housing Drilled only	$	119.00
Add Tail lamp/ Police Interceptor Housing Drilled only	$	56.00
Add Driverside Spotlight	$	202.10
Add Remappable (4) Switches on Steering Wheel	$	145.70
Add Fleet Key 1284X	$	47.00
Add SYNC	$	280.00
Add Inop Rear Door and Window Control	$	30.30
Add Rear Window Power Delete	$	24.00
Skid Plate	$	300.75
MNStar Installer Series Wiring Harness	$	440.00
MNStar Power Distribution Panel w/Master Cut-Off Switch	$	290.00
(2) Whelen LED Trunk Lights (1-Red) (1-Blue) w/ On/Off & Mercury Switch	$	295.00
(2) Whelen LED Strip Lights in Cargo Area w/ On/Off Swioth	$	315.00
Whelen LED Spotlight Replacement	$	195.00
Whelen Liberty II Light Bar (Per Lightbar Spec) w/ LED TDs & Alleys	$	2,695.00
Whelen Siren/ Light Controller Combobox	$	895.00
Whelen 100watt Speaker & Bracket	$	295.00
Whelen Howler Low Frequency Tone Siren	$	595.00
Wig-Wag Headlights	$	195.00
(2) Whelen ION LEDs Mounted in Predrilled Holes in Headlights (R/W Split)	$	385.00
(2) Whelen Spitfire ION LEDs Mounted in Rear Window on Hatch (1-Red) (1-Blue)	$	425.00
(4) Whelen Vertex in Rear Tail Lights (2-Blue in Reverse, 2-Red in Brake Lights)	$	550.00
Setina Pushbumper PB450L Pushbumpar w/ (4) Whelen ION LEDs	$	995.00
Setina Single Gun Rack (Universal / Handcuff Style) w/ Handcuff Key Override	$	405.00
Havis UPI Specific Console w/ Cup Holders, Maplight, Arm Rest (C-ARPB-101), 3" Coin Dish, (2) Mic Clips, Hot-N-Pop Bracket, (C-EB30-TK7-1P)	$	655.00
Havis Charge Guard	$	100.00
Havis Premium Computer Mount (PKG-PSM-253)	$	633.00
Havis C-HDM-420	$	57.00
Setina XL Prisoner Partition w/ Plexi Sliding Window, Lower Ext, Recess Panel	$	825.00
Setina Rear Cargo Cage w/ Metal Mesh Window	$	495.00
Setina TPO Plastic Seat Replacement	$	725.00
Delivery		Incl
Option Total	**$**	**13,664.85**
Total	**$**	**39,501.85**

Quote is good for 30 Days

To accept this quotation, sign here and return: _____

Elizabeth Green

From: Thomas Velotti
Sent: Wednesday, November 30, 2016 7:42 AM
To: Elizabeth Green
Subject: Response to legislature Castellano

Legislator Castellano,

Sheriff Smith has asked and authorized me to respond directly to you in the interest of time regarding Patrol Unit 251 and Patrol Unit 213.
Patrol Unit 251, a 2015 Dodge Charger, was involved in a property damage auto accident on May 29, 2016 in the Town of Southeast. The vehicle was a total loss and was not replaced. Patrol Unit 213 is a 2008 Chevy Impala with 103,000 miles on the odometer. Unit 213 is requiring significant mechanical repairs including a transmission, front end and exhaust manifold. In its current condition Unit 213 will not pass inspection without the repairs, and the repairs will exceed the overall value of the vehicle. We have requested the fund transfer to replace one vehicle for the two that are dead lined.
Please let me know if you need any further information regarding this matter.

Captain Thomas Velotti
Patrol Division
Putnam County Sheriff's Department
3 County Center
Carmel NY 10512
845 225 4300 ext. 42207

221st Session

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY
2016 NOV 30 AM 9: 22

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

Ginny Nacerino *Chairwoman*
Joseph Castellano *Deputy Chairman*
Diane Schonfeld *Clerk*
Clement Van Ross *Counsel*

Barbara Scuccimarra	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Ginny Nacerino	Dist. 4
Carl L. Albano	Dist. 5
Roger S. Gross	Dist. 6
Joseph Castellano	Dist. 7
Dini LoBue	Dist. 8
Kevin Wright	Dist. 9

MEMORANDUM

DATE: November 29, 2016

TO: Donald B. Smith
Putnam County Sheriff

FROM: Joseph Castellano JC/bg
Chairman, Audit & Administration Committee

RE: Fund Transfer 16T361

After being passed out of the Protective Services Committee, Fund Transfer 16T361 was reviewed at the November 28, 2016 Audit & Administration Committee Meeting. The fund transfer request states the purpose to be "replacement of vehicles 213 and 251." As was explained by Sergeant Meyer at the Protective Services Meeting on November 22, 2016, vehicle 251 was totaled as a result of an accident in the Spring. It is unclear if vehicle 213 is being retired or replaced, as the fund transfer is to purchase just one (1) vehicle.

The Audit & Administration Committee passed Fund Transfer 16T361 through to the Full Legislative Meeting, therefore I respectfully request that information differentiating the status of both vehicle 251 and 213 be sent to the Legislative Office prior to the December 6, 2016 Full Legislative Meeting.

Thank you for your assistance.

/bg

#6u

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

APPROVAL/FUND TRANSFER /OFFICE FOR SENIOR RESOURCES/ ACCOUNTANT/ TEMPORARY ASSIGNMENT

WHEREAS, the Director of the Office for Senior Resources has requested a fund transfer (16T306) to cover costs associated with Temporary assignment to a higher grade position retroactive to 8/31/16; and

WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approve said fund transfer; now therefore be it

RESOLVED, that the following fund transfer be made:

Decrease:		
10677200 51000 (6772 10118)	**Fiscal Manager**	**2,100**
10677200 58002	**Social Security**	**161**
		2,261
Increase:		
10677300 51000 (6773 10103)	**Accountant**	**2,100**
10677300 58002	**Social Security**	**161**
		2,261

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

cc: all
Pers.
A+A

Tresso

COUNTY OF PUTNAM

FUND TRANSFER REQUEST
2016 TRANSFER

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY
2016 OCT 28 PM 4: 19

TO: Commissioner of Finance

FROM: Patricia Sheehy

DEPT: Office for Senior Resources (OSR)

DATE: October 21, 2016

I hereby request approval for the following transfer of funds:

FROM ACCOUNT #/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
10677200-51000 6772.10118 Fiscal Manager	10677300-51000 6773.10103 Accountant	$ 2,100.00	Temporary assignment to a higher grade position retroactive to 08/31/2016
10677200-58002 Social Security	10677300-58002 Social Security	161.00	
	Total:	$ 2,261.00	

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2016 Fiscal Impact $ 0
2017 Fiscal Impact $ 0

x Patricia Sheehy — 10/21/2016
Department Head Signature/Designee — Date

AUTHORIZATION:

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

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

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

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

16T306

PAUL ELDRIDGE
Personnel Officer

cc: all Pers

2016 NOV 15 PM 6:13
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

MEMORANDUM

To: Ginny Nacerino, Chair of the Legislature & Chair, Personnel Committee
From: Paul Eldridge, Personnel Officer
RE: Accountant, Budget #677210117
Date: November 15, 2016

The position referenced above is included in the 2017 budget for the Office for Senior Resources. If you will recall, OSR previously had a position title of Fiscal Manager which was filled in 2015. However, the individual occupying that position left approximately one year later in 2016. Much of the work of that position was then assumed by a Principal Account Clerk staff member in the fiscal unit.

Pursuant to the CSEA Agreement, after 20 work days the staff member who assumed the higher level duties was then eligible to receive compensation for performing the higher level duties. The assumption of higher level duties took place on August 31, 2016. Since then, the position has been reclassified to Accountant at Grade 17 of the CSEA Agreement. On behalf of OSR Director Sheehy, I hereby request that we formally reclassify this position to Accountant, effective December 1, 2016. This reclassification will not change her current salary in 2016.

However, by implementing this change prior to the end of the year, it will allow the individual to receive an increment for the title of Accountant on January 1, 2017. This will acknowledge this valued staff member for "stepping up to the plate" at a critical junction for the OSR department.

Your consideration of this request is appreciated.

Paul Eldridge

Paul Eldridge, Personnel Officer

Cc: Patricia Sheehy, Director of Office for Senior Resources
William J. Carlin, Jr., Commissioner of Finance

PUTNAM COUNTY PERSONNEL DEPARTMENT
Donald B. Smith County Government Campus
110 Old Route Six, Building #3, Carmel, New York 10512
Tel: (845) 808-1650 ~ Fax: (845) 808-1921
www.putnamcountyny.com/personnel

#6v

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

APPROVAL/FUND TRANSFER /BOARD OF ELECTIONS/OVERTIME

WHEREAS, the Commissioners of Board of Elections have requested a fund transfer (16T358) to cover overtime costs associated to Election Day; and

WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approve said fund transfer; now therefore be it

RESOLVED, that the following fund transfer be made:

Decrease:		
10145000 51094	**Temporary**	**5,000**
10145000 54314	**Postage**	**13,000**
10145000 54311	**Printing**	**9,000**
		27,000
Increase:		
10145000 51093	**Overtime**	**27,000**

2016 Fiscal Impact – 0 –
2017 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

CC: All Personnel Audit Reso

COUNTY OF PUTNAM

FUND TRANSFER REQUEST

LEGISLATURE PUTNAM COUNTY CARMEL, NY
2016 NOV 18 AM 10:40

TO: Commissioner of Finance

FROM: ANTHONY SCANNAPIECO/CATHERINE CROFT

DEPT: BOARD OF ELECTIONS

DATE: 11/14/16

I hereby request approval for the following transfer of funds:

FROM	TO	AMOUNT	PURPOSE
10145000 51094 TEMPORARY	10145000 51093 OVERTIME	$ 5,000	ELECTION DAY RELATED OT
10145000 54314 POSTAGE	10145000 51093 OVERTIME	$13,000	ELECTION DAY RELATED OT
10145000 54311 PRINTING	10145000 51093 OVERTIME	$ 9,000	ELECTION DAY RELATED OT
	Total	$27,000	

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2016 Fiscal Impact $__0__
2017 Fiscal Impact $__0__

Department Head Signature/Designee Date

AUTHORIZATION:

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

11·18·16 Patricia Simmons
Date County Executive/Designee: $5,000.01 - $10,000.00

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

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

16T358

#6w

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

APPROVAL/SEMI-ANNUAL MORTGAGE TAX REPORT/APRIL 1, 2016 THROUGH SEPTEMBER 30, 2016

WHEREAS, upon receipt of approval of the Semi-Annual Report showing the amounts to be credited to each district of the County of the money collected during the period April 1, 2016 through September 30, 2016 from the New York State Department of Taxation and Finance, the Putnam County Audit and Administration Committee reviewed and hereby forwards same to the Putnam County Legislature; now therefore be it

RESOLVED, that pursuant to Section 261 of the Tax Law, the Putnam County Legislature issues tax warrants for the payment to the respective districts of the amounts so credited and authorizes and directs the Commissioner of Finance to make a payment of said amounts to the respective district in accordance with the report as follows:

Town of Carmel		**$ 521,409.69**
Town of Kent		**134,084.94**
Town of Patterson		**97,156.71**
Town of Philipstown		
	Village of Cold Spring	**16,015.08**
	Village of Nelsonville	**4,630.58**
	Town Outside	**200,251.04**
Town of Putnam Valley		**162,907.73**
Town of Southeast		
	Village of Brewster	**9,170.20**
	Town Outside	**272,464.73**
Total		**$1,418,090.70**

Legislator Addonizio _____
Legislator Albano _____
Legislator Castellano _____
Legislator Gouldman _____
Legislator Gross _____
Legislator LoBue _____
Legislator Scuccimarra _____
Legislator Wright _____
Chairwoman Nacerino _____

"THE GUARDIANS OF FAIRNESS"

cc All
Audit
Real Property

MARYELLEN ODELL
County Executive

LISA A. JOHNSON
County Director

2016 OCT 31 PM 1:20

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Memorandum

To: Board of Legislature
From: Lisa A. Johnson, CCD - Real Property
Date: October 31, 2016
Subject: Mortgage Tax Payments – 04/01/2016 to 09/30/2016

Town of Carmel		521,409.69
Town of Kent		134,084.94
Town of Patterson		97,156.71
Town of Philipstown		
	Village of Cold Spring	16,015.08
	Village of Nelsonville	4,630.58
	Town Outside	200,251.04
Town of Putnam Valley		162,907.73
Town of Southeast		
	Village of Brewster	9,170.20
	Town Outside	272,464.73
Total		1,418,090.70

PUTNAM COUNTY REAL PROPERTY SERVICES AGENCY, 40 GLENEIDA AVENUE, CARMEL, NEW YORK 10512
E-mail: lisa.johnson@putnamcountyny.gov Phone: (845) 808-1030 ~ Fax: (845) 228-4030

MORTGAGE TAX APPORTIONMENT APRIL '16 - SEPT. '16

2016 FINAL ROLL FIGURES - TOTAL A/V

PHILIPSTOWN	$	1,176,988,128	X		2	$	2,353,976,256

	V/COLD SPRING	V/NELSONVILLE	T/O PHILIPSTOWN
TOTAL A/V	$ 170,663,982	$ 49,345,580	$ 956,978,566
%	$ 0.072500299	$ 0.020962650	$ 0.906537051
TOTAL MTG TAX	$ 220,896.70	$ 220,896.70	$ 220,896.70
APPORTIONED	$ 16,015.08	$ 4,630.58	$ 200,251.04

SOUTHEAST	$	3,036,169,382	X	2	$	6,072,338,764

	V/BREWSTER	T/O SOUTHEAST
TOTAL A/V	$ 197,718,963	$ 2,838,450,419
%	0.032560595	0.967439405
TOTAL MTG TAX	$ 281,634.93	$ 281,634.93
APPORTIONED	$ 9,170.20	$ 272,464.73

PART II

DISTRIBUTION
STATEMENT
(Columns 1 through 5)
The Taxes collected shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively Authority for these additions and deductions is given by the orders of the Tax Department noted on the bottom of this part.

CREDIT
STATEMENT
(Column 6)
This column is the net amount due each tax district for which the Board of Supervisors shall issue its warrant or warrants

1 Tax District	2 Taxes Collected	3 *Additions	4 *Deductions	5 Amount of Taxes Collected as adjusted and corrected	6 Net Amount due each Tax District
CARMEL	553,037.64			553,037.64	521,409.69
KENT	142,218.34			142,218.34	134,084.94
PATTERSON	103,050.10			103,050.10	97,156.71
PHILIPSTOWN	234,295.97			234,295.97	220,896.70
PUTNAM VALLEY	172,789.48			172,789.48	162,907.73
SOUTHEAST	298,718.49			298,718.49	281,634.93
0.982810486					

NEW YORK STATE MORTGAGE TAX SEMI - ANNUAL REPORT
COUNTY OF PUTNAM COUNTY CLERK FOR THE PERIOD 4/01/2016 THROUGH 9/30/2016
CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

Months	BASIC TAX DISTRIBUTED					TREASURER			ALL OTHER TAXES DI		
	1 Basic Tax Collected	2 Interest Received by Recording Officer	3 Recording Officer's Expense	4 Refunds or Adjustments	5 Amount Paid Treasurer (Col 1+Col 2-Col 3-Col 4)	6 Interest Received by Treasurer	7 Treasurer's Expense	8 Tax Districts Share (Col 5+Col 6-Col 7)	9 Local Tax	10 Additional Tax	1 Ass
20__ Oct											
Nov											
Dec											
20__16 Jan											
Feb											
Mar											
Apr	169376.83	12.94	14389.10		155000.67			155000.67		88668.35	
May	236602.00		14270.37		222331.63			222331.63		127877.85	
Jun	273376.00		14425.81		258950.19			258950.19		149198.80	
Jul	205502.00	14.18	14310.34		191205.84			191205.84		109957.92	
Aug	319821.73		14253.28		305568.45			305568.45		176456.01	
Sep	299431.46		14397.54		285033.92			285033.92		164137.77	
Totals	1504110.02	27.12	86046.44		1418090.70			1418090.70		816296.70	

AU-202
(4/97)

Rec
MICHAEL C. BARTOLOTTI - PUTNAM COUNTY

Tre
WILLIAM J. CARLIN, JR. - COMMISSIONER