



# TOWN OF PUTNAM VALLEY

## Work Session

**Wednesday, March 11, 2020**

**Town Hall      5 PM**

Meeting called to Order

Pledge of Allegiance

Supervisor's Comments

Roll Call

1. Authorize Supervisor to sign amended Grant Contract
2. Accept the Open Top Container Bid Bulk Drop-off
3. Accept the Wildwood Knolls Facilities Warrant for 2020
4. Authorize advertisement for seasonal personnel positions
5. Authorize Supervisor to sign Putnam County Real Estate Service Tax Contract
6. Discussion: Solar Farm Moratorium
7. Discussion: Zoning Revision Work by Bruce Barber
8. Budget Transfers and Amendments
9. Audit of Monthly Bills

**Next Town Board Meeting: Wednesday, March 18<sup>th</sup>, 2020, 6PM at Town Hall**



# TOWN OF PUTNAM VALLEY

## Work Session

Wednesday, March 11, 2020

Town Hall 5 PM

# AMENDMENTS

1. Add item 1A – LEPRECHAUN RESOLUTION under Supervisor's Comments

# **LEPRECHAUN RESOLUTION**

By Herman Taub, Past Town Attorney

1A

**WHEREAS**, it has come to the attention of the Town Board of the Town of Putnam Valley, that spirits, goblins, wee folk, fairies, and leprechauns do appear at strange and eerie hours and areas and more specifically are wont to do so on the night before St. Patrick's Day; and

**WHEREAS**, these ethereal beings are usually involved in mischievous and frivolous behavior; and

**WHEREAS**, the Town Board recognizes that these other world beings are generally recidivists and cannot be reformed no matter how much mischief they cause and notwithstanding the punishment that is prescribed; and

**WHEREAS**, it would be to no avail to provide for corporal or other punishments since fairies, spirits, wee folk, leprechauns and goblins of the hob type are incorrigible; and

**WHEREAS**, it is known that these wee folk have the power to appear and disappear at will and take the form of humans or animals; and

**WHEREAS**, on past occasions on the night before St. Patrick's Day a Shamrock has miraculously appeared on the road at the intersection of Oscawana Lake Road and Peekskill Hollow Road; and

**WHEREAS**, these mischievous doings have been heretofore erroneously ascribed to human sources; and

**WHEREAS**, after diligent study and consultation with our law enforcement officials, the Town Board has concluded that the appearance of said shamrock can only be due to the doings of creatures not of this corporeal world,

**NOW, THEREFORE, BE IT RESOLVED**, that for the period from 12:01 a.m. on March 16, 2020 to 5:00 a.m. on March 17, 2020, should there be any artistic drawings mysteriously appearing on the pavement of the road at Oregon Corners by spirits or ethereal beings of an unknown nature, a period of amnesty and freedom from corporal punishment and corporeal and "incorporeal" restraint of the alleged perpetrators is hereby declared only for the period and purposes set forth above.



1

## Town of Putnam Valley

**To:** Putnam Valley Town Board

**From:** Susan L. Manno *SLM*

**Date:** February 28, 2020

**Subject:** Authorize Supervisor to Sign Amended Grant Contract  
With New York State Dormitory Authority

I formally request that the Putnam Valley Town Board authorize the Town Supervisor to sign the amended grant contract with the New York State Dormitory Authority. This grant was originally awarded October 9, 2009 for \$50,000.00. The amended grant is in the amount of \$30,733.00. This reduced amount will be used in conjunction with a grant received from NYSERDA to fund the towns' Photovoltaic Project. This contract has been reviewed by the Town Attorney.

This **AMENDED AND RESTATED GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the project described below:

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**DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):**

515 Broadway  
Albany, New York 12207  
Contact: Karen Hunter  
Phone: (518) 257-3177  
E-mail: grants@dasny.org

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**THE GRANTEE:**

Town of Putnam Valley  
265 Oscawana Lake Road  
Putnam Valley, NY 10579  
Contact: Sam Oliverio, Jr.  
soliverio@putnamvalley.com  
Contact: Mr. Robert V. Tondy  
Phone: (845) 526-2121  
Email: btendy@putnamvalley.com

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**THE PROJECT:**

Purchase and Installation of Energy Efficient Systems for Various Town Buildings

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**PROJECT LOCATION:**

Town Compound

**PROJECT ADDRESS:**

265 Oscawana Lake Road, Putnam Valley

**GRANT AMOUNT:**

~~\$50,000~~ \$ 30,733

~~\$0~~ Disbursed

~~\$50,000~~ Balance of Grant

\$ 30,733

**FUNDING SOURCE:**

Community Capital Assistance Program ("CCAP")

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For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE:**

12/17/09

**DATE AMENDED AND RESTATED GDA SENT TO GRANTEE:**

1/21/2020

**DATE AMENDED AND RESTATED GDA SIGNED BY GRANTEE:**

3/12/20

**DATE AMENDED AND RESTATED GDA SIGNED BY DASNY:**

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**EXPIRATION DATE OF THIS AGREEMENT:**

Project ID: 4966  
FMS#: 154624  
GranteeID: 1017  
GrantID: 5102

## TERMS AND CONDITIONS

### 1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

### 2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
  - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
  - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
  - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

### 3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

**4. Conditions Precedent to Disbursement of the Grant**

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the CCAP Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the CCAP Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (<https://grantsmanagement.ny.gov/>) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

**5. Disbursement**

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
  - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
  - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
  - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) **Payment on Invoice:**

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
  - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
  - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
  - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) **Real Property Acquisition:**

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.



- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.
  - iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) **Electronic Payments Program:** DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the CCAP Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.
- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will

be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (<https://grantsmanagement.ny.gov/>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
  - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
  - ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
  - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to

determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

## 9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
  - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
  - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
  - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
  - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
  - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
  - vi. The Grantee abandons the Project prior to its completion.
  - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.

c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

#### 10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

#### 11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

#### 12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

#### 13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

#### 14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

#### 15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the CCAP Program to DASNY.

Town of Putnam Valley  
Purchase and Installation of Energy Efficient Systems for Various Town Buildings  
Project ID 4966

This agreement is entered into as of the latest date written below:

**GRANTEE: TOWN OF PUTNAM VALLEY**

\_\_\_\_\_  
**(Signature of Grantee Authorized Officer)**

Sam Oliverio, Jr. Supervisor Town of Putnam Valley  
\_\_\_\_\_  
**(Printed Name and Title)**

Date: \_\_\_\_\_

**DORMITORY AUTHORITY OF THE STATE OF NEW YORK**

\_\_\_\_\_  
**(Signature of DASNY Authorized Officer)**

\_\_\_\_\_  
**(Printed Name)**

Date: \_\_\_\_\_



# **AMENDED AND RESTATED GRANT DISBURSEMENT AGREEMENT**

## **EXHIBITS**

<b>EXHIBIT A</b>	<b>Project Budget</b>
<b>EXHIBIT B</b>	<b>Opinion of Counsel</b>
<b>EXHIBIT C</b>	<b>Grantee Questionnaire</b>
<b>EXHIBIT D</b>	<b>Disbursement Terms</b>
<b>EXHIBIT E</b>	<b>Payment Requisition Form and Dual Certification</b>
<b>EXHIBIT E-1</b>	<b>Payment Requisition Cover Letter</b>
<b>EXHIBIT E-2</b>	<b>Payment Requisition Back-up Summary</b>
<b>EXHIBIT F</b>	<b>Non-Discrimination and Affirmative Action Policy</b>

**EXHIBIT A: Project Budget**

Town of Putnam Valley  
Purchase and Installation of Energy Efficient Systems for Various Town Buildings  
Project ID 4966

USE OF FUNDS	TIMELINE		SOURCES					Total
	Anticipated Dates**		DASNY Share	In-Kind/Equity/Sponsor		Other Sources		
Project Description*	Start	End	Amount	Source Name	Amount	Entity Name	Amount	
Purchase and installation of energy efficient systems for various town buildings	2/20/2011	30/2011	\$30,733	NYSERDA	\$29,466			\$60,199
					\$51,106.44			\$81,839.44

\* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure all Eligible Expenses are consistent with the project description may delay payment.

\*\* Please be sure to complete the anticipated start and end dates in the Project timeline above before returning to DASNY.

**EXHIBIT B: Opinion of Counsel**

[Letterhead of Counsel to the Grantee]

**[Date – letter cannot be signed and dated prior to GDA execution date on pg.12 to be inserted as noted below]**

DASNY  
515 Broadway  
Albany, New York 12207

Attn: Michael E. Cusack, General Counsel

*Re: Community Capital Assistance Program ("CCAP") Grant  
Purchase and Installation of Energy Efficient Systems for Various Town Buildings  
Project ID 4966*

Ladies and Gentlemen:

I have acted as counsel to Town of Putnam Valley (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Amended and Restated Grant Disbursement Agreement between you and the Grantee, executed by the Grantee on **[Insert date Agreement executed by Grantee on pg. 12]** (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York [or, is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York] and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

Very truly yours,

**[Attorney signature – please return with original signature via regular mail after removing one of the clauses in paragraph #1 listed above ]**

## EXHIBIT C: Grantee Questionnaire

### PLEASE READ THE FOLLOWING:

- 1) If a completed Grantee Questionnaire is inserted as Exhibit C in this GDA you acknowledge the following:
  - This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.
  - The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.
- 2) If a new Grantee Questionnaire is requested\*, answer all questions and append any needed attachments. Authorized Signatures must be original and each authorized signature notarized individually by a registered New York State Notary Public.

*In addition, DASNY will not accept the Grantee Questionnaire if the notary's dates fall after the date the Authorized Officer signed the GDA on page 12.*

***Note: If the Grantee Questionnaire is more than a year old when you return the GDA, DASNY may require you to fill out a new Grantee Questionnaire which may delay the GDA execution process.***

\*If you need a new Grantee Questionnaire please email [Grants@dasny.org](mailto:Grants@dasny.org) to request a fill-in template of the Grantee Questionnaire.



**DASNY**

**Economic Development Grant Program**  
*Municipal Grantee Questionnaire*

**THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL COMPLETE THE NECESSARY REVIEWS TO PROCESS YOUR GRANT,**

**SECTION I: GENERAL INFORMATION**

**GRANTEE**

FULL LEGAL NAME: Town of Putnam Valley

265 Ooscawana Lake Road  
PRINCIPAL PLACE OF BUSINESS ADDRESS: Putnam Valley, New York 10579

TELEPHONE NUMBER: 845-526-2121 FAX NUMBER: 845-526-2130

WEBSITE ADDRESS (IF APPLICABLE): www.putnamvalley.com

BUSINESS E-MAIL ADDRESS: soliverio@putnamvalley.com

GRANTEE'S FEDERAL EMPLOYER ID NO. (FEIN): 146-002391

TYPE OF ENTITY (PLEASE CHECK APPROPRIATE BOX):

a)  MUNICIPALITY

b)  OTHER(SPECIFY) \_\_\_\_\_

***DIRECTIONS: IN SECTION II AND III BELOW, PLEASE ANSWER EACH YES / NO QUESTION AND PROVIDE A RESPONSE ON A SEPARATE PAGE WHEN APPLICABLE.***

**SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE**

**A. DEFINITIONS**

AS USED HEREIN IN THIS MUNICIPAL GRANTEE QUESTIONNAIRE:

1. "AUTHORIZED OFFICER" – IS SOMEONE WHO CAN CONTRACTUALLY BIND THE ORGANIZATION TO A LEGAL CONTRACT. IF YOU DO NOT KNOW WHO THIS IS, PLEASE CONSULT WITH YOUR ATTORNEY. DASNY WILL NOT BE ABLE TO PROVIDE YOU WITH THIS INFORMATION.
2. "GRANTEE" MEANS THE PARTY RECEIVING FUNDS PURSUANT TO THE TERMS OF AN ECONOMIC DEVELOPMENT GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND DASNY.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT

INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, CAPITAL COSTS SUCH AS ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.

4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE OFFICIAL(S) WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT.

**B. GRANT AWARD**

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY CONSULTANT, LOBBYIST, OR OTHER THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT?  YES  NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT?  YES  NO

IF ANSWER IS "YES", PLEASE PROVIDE AN EXPLANATION.

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY?  YES  NO (OR OTHER)

IF ANSWER IS "NO (OR OTHER)", PLEASE PROVIDE AN EXPLANATION.

4. DOES THE SPONSORING MEMBER(S) OR ANY RELATED PARTIES TO SPONSORING MEMBER(S) HAVE ANY FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE GRANTEE OR IN ANY OF THE GRANTEE'S EQUITY OWNERS, OR WILL THE SPONSORING MEMBERS OR ANY RELATED PARTIES TO SPONSORING MEMBERS RECEIVE ANY FINANCIAL BENEFIT, EITHER DIRECTLY OR INDIRECTLY, FROM THE GRANT FUNDED PROJECT IN WHOLE OR IN PART?  YES  NO

IF THE ANSWER IS "YES", PLEASE PROVIDE AN EXPLANATION.

**SECTION III: DUE DILIGENCE QUESTIONS**

1. DOES THE GRANTEE POSSESS ALL CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS ISSUED BY ANY LOCAL, STATE, OR FEDERAL GOVERNMENTAL ENTITY IN CONNECTION WITH THE PROJECT, GRANTEE'S SERVICES, OPERATIONS, BUSINESS, OR ABILITY TO CONDUCT ITS ACTIVITIES? PLEASE NOTE THIS DOES NOT INCLUDE CONSTRUCTION RELATED ACTIVITIES SUCH AS BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY FOR THE GRANT FUNDED PROJECT.  YES  NO  
See Attached

IF THE ANSWER IS "NO", PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS THAT ARE REQUIRED AND THE DATE(S) THAT SUCH CERTIFICATIONS, LICENSES, PERMITS OR OTHER AUTHORIZATION IS EXPECTED.

2. WITHIN THE PAST FIVE (5) YEARS HAS, THE GRANTEE OR ANY ELECTED OR APPOINTED OFFICIAL ON THE GOVERNING BOARD, ZONING BOARD, PLANNING BOARD OR OTHER MUNICIPAL BOARD OR BODY OF THE GRANTEE BEEN SUBJECT OF ANY OF THE FOLLOWING:

ATTACH YES ANSWERS TO QUESTIONS 2A-A WITH SEPARATE APPENDIX ATTACHED TO QUESTIONNAIRE ADDITIONAL SHEET INCLUDING BUT NOT LIMITED TO CAUSE, CURE PLAN, ETC.\*\*\*

- (a) A JUDGMENT OR CONVICTION FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT LAW?  YES  NO
- (b) BEEN SUSPENDED, DEBARRED OR TERMINATED BY A LOCAL, STATE OR FEDERAL AUTHORITY IN CONNECTION WITH A CONTRACT OR CONTRACTING PROCESS?  YES  NO
- (c) BEEN DENIED AN AWARD OF A LOCAL, STATE OR FEDERAL GOVERNMENT CONTRACT, HAD A CONTRACT SUSPENDED OR HAD A CONTRACT TERMINATED FOR NON-RESPONSIBILITY?  YES  NO
- (d) HAD A LOCAL, STATE, OR FEDERAL GOVERNMENT CONTRACT SUSPENDED OR TERMINATED FOR CAUSE PRIOR TO THE COMPLETION OF THE TERM OF THE CONTRACT?  YES  NO
- (e) A CRIMINAL INVESTIGATION OR INDICTMENT FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT?  YES  NO
- (f) AN INVESTIGATION FOR A CIVIL VIOLATION FOR ANY BUSINESS RELATED CONDUCT BY ANY FEDERAL, STATE OR LOCAL AGENCY?  YES  NO
- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY?  YES  NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT?  YES  NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE?  YES  NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION?  YES  NO

**Section III: Due Diligence Questions**

1. Does the Grantee possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal Government entity in connection with the project, Grantee's services, operations, business, or ability to conduct its activities? Please note this does not include construction related activities such as Building Permits and Certificates of Occupancy for the grant funded project.

Yes No

If the answer is "No", please set forth on a separate document attached hereto the certifications, licenses, permits, approvals, or other authorizations that are required and the date(s) that such certifications, licenses, permits or other authorization is expected.

**Permits/Approvals**

- a. Electrical Permit/Inspection  
Electrical Permit will be issued at Bid Acceptance. Inspections shall be performed throughout the project.
- b. Interconnection Approval  
Approval for Interconnection of the Photovoltaic System to the local utilities electrical grid. This approval will be issued midway through the installation of equipment.



(k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE?

YES  NO

(l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE?

YES  NO

(m) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS:

- UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION

YES  NO

- A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION?

YES  NO

3. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE **FAILED** TO FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION III, QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION?  YES  NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER: \_\_\_\_\_

4. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE HAD ANY GOVERNMENTAL AUDITS CONDUCTED THAT REVEALED MATERIAL WEAKNESSES IN THE GRANTEE'S SYSTEM OF INTERNAL CONTROLS OR WAS NON-COMPLIANT WITH CONTRACTUAL AGREEMENTS OR ANY MATERIAL DISALLOWANCE?  YES  NO

IF YES, PLEASE PROVIDE DETAILS AND WHAT HAS BEEN DONE TO RECTIFY THE WEAKNESS OR NON-COMPLIANCE(S):  
\_\_\_\_\_

[INTENTIONALLY LEFT BLANK]

## EXHIBIT D: Disbursement Terms

Town of Putnam Valley  
Purchase and Installation of Energy Efficient Systems for Various Town Buildings  
Project ID 4966

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

### Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

**EXHIBIT E: Payment Requisition Form and Dual Certification**

Town of Putnam Valley  
 Purchase and Installation of Energy Efficient Systems for Various Town Buildings  
 Project ID 4966

<b>For Office Use Only:</b>		
<b>FMS#:</b> 154624	<b>GranteeID:</b> 1017	<b>GrantID:</b> 5102

Payment Request # \_\_\_\_\_

For work completed between \_\_\_\_/\_\_\_\_/\_\_\_\_ and \_\_\_\_/\_\_\_\_/\_\_\_\_

**THIS REQUEST:**

	A: DASNY SHARE*	B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
\$	30,733			

\* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

## EXHIBIT E: Payment Requisition Form and Dual Certification

### DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the Town of Putnam Valley, for Project # 4966.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # \_\_\_\_\_ attached hereto in the amount of \$ \_\_\_\_\_ for which Town of Putnam Valley, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Town of Putnam Valley (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Amended and Restated Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of Putnam Valley. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents (**Please check off all that apply**):
  - Readable copies of both front and back of canceled checks.
  - Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
  - Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
  - Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
  - Other:

**Authorized Officer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Authorized Officer Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT E-I: Payment Requisition Cover Letter**

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants  
DASNY  
515 Broadway  
Albany, New York 12207

Re: *Community Capital Assistance Program ("CCAP") Grant*  
*Purchase and Installation of Energy Efficient Systems for Various Town Buildings*  
*Project No. 4966*

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the Amended and Restated Grant Disbursement Agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
<u>OR</u>	
2) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the Amended and Restated Grant Disbursement Agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
<u>OR</u>	
3) <input type="checkbox"/>	We would like to be paid on invoice pursuant to Section 5(b) of the Amended and Restated Grant Disbursement Agreement. We have not paid the invoice(s) included in this request. We have established a <b>segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.</b> The wire instructions for this account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at ( ) \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E-2: Payment Requisition Back-up Summary**

Town of Putnam Valley  
 Purchase and Installation of Energy Efficient Systems for Various Town Buildings  
 Project ID 4966

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
<b>TOTAL Requested:</b>			<b>(Transfer total amount requested to Exhibit E pg. 18 column B)</b>

## **EXHIBIT F**

### **NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT**

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
  - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

## **NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS**

### **Affirmative Action**

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

### **Affirmative Action Officer ("AAO")**

Shall mean DASNY's Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

### **Contracting Party**

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) any borrower or Grantee receiving funds from DASNY pursuant to a loan or Grant document.

### **Minority Business Enterprise ("MBE")**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

### **Minority Group Member**

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

### **Minority and Women-Owned Business Enterprise Participation**

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;



- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

**Women-owned Business Enterprise ("WBE")**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.



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## Town of Putnam Valley

**To:** Putnam Valley Town Board  
**From:** Susan L. Manno  
**Date:** February 28, 2020  
**Subject:** Award Open Top Container Bid

I formally request that The Putnam Valley Town Board award The 2020 Open Top Container Bid for Bulk Drop-Off to ~

AAACarting & Rubbish Removal  
480 Furnace Dock Road  
Cortlandt Manor, New York 10567

**Bid I: Free** thirty yard containers for disposal of White Goods and Metals only.  
(No alternative size containers accepted.)  
No weight limit.

**Bid II: \$575.00** per thirty yard container (1<sup>st</sup> container free) for disposal of Mixed Bulk Items. (No alternative size containers accepted.)  
No weight limit.

103a & 103d were signed and bidder enclosed check for \$500.00

**Additional Bids were as follows:**

(See Page 2)

Oakridge Hauling (Formally Winter's Brothers)  
307 White Street  
Danbury, Connecticut 06810

BIDDER WITHDREW BID AS THE AMOUNTS WERE ENTERED  
INCORRECTLY AND THEY WOULD NOT BE ABLE TO HONOR THE  
MISTAKE.

**Bid I: \$565.00 (Carter to pay town,) per thirty yard  
container for disposal of White Goods and Metals only.  
(No alternative size containers accepted.)  
No weight limit.**

**Bid II: \$125.00 per thirty yard container for disposal of  
Mixed Bulk Items (No alternative size containers accepted.)  
No weight limit.**

103a & 103d were signed and bidder enclosed check for \$500.00

# BID OPENING FOR OPEN TOP CONTAINERS

February 20, 2020

**Bid Opening for:** Open Top Containers for Bulk Drop-Off Center 2020

Present: Kim McKeown  
Deputy Town Clerk  
Town of Putnam Valley

Susan L. Manno  
Facility Manager  
Town of Putnam Valley

Kim McKeown called the Bid Opening to order @ 2:00 PM.

Bids were opened in the order they were received. They are as follows:

Vendor: Oakridge Hauling  
307 White Street  
Danbury, Connecticut 06810

BIDDER WITHDREW BID AS THE AMOUNTS WERE ENTERED INCORRECTLY  
AND THEY WOULD NOT BE ABLE TO HONOR THE MISTAKE.

**Bid I: \$565.00** per thirty yard containers for disposal of White  
Goods and Metals only.  
(No alternative size containers accepted.)  
No weight limit.

**Bid II: \$125.00** per thirty yard container for disposal of Mixed Bulk  
Items. (No alternative size containers accepted.) No weight limit.

103a & 103d were signed and bidder enclosed check for \$500.00

YES    NO

Vendor: AAA Carting and Rubbish Removal  
480 Furnace Dock Road  
Cortlandt Manor, New York 10567

**Bid I: \$0** per thirty yard container  
for disposal of White Goods and Metals only.  
(No alternative size containers accepted.)  
No weight limit.

**Bid II: \$575.00** per thirty yard container (1<sup>st</sup> container free) for  
disposal of Mixed Bulk Items. (No alternative size containers  
accepted.) No weight limit.

103a & 103d were signed and bidder enclosed check for \$500.00

YES NO

# Memorandum

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**To:** TOWN BOARD MEMBERS  
**From:** JUDY TRAVIS – DISTRICT CLERK  
**Date:** 3/1/2017  
**Re:** 2020 WILDWOOD KNOLLS FACILITIES WARRANT

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I formally request that the Town Board adopt the Wildwood Knolls Facilities Warrant for the year 2020. This represents a 100% increase from prior years.

Facility users – 19 families @ \$200.00 each

**TOTAL:           \$3800.00**



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# Memorandum

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**To:** TOWN BOARD MEMBERS  
**From:** JUDY TRAVIS – DISTRICT CLERK  
**Date:** 3/1/20  
**Re:** District Seasonal Positions

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I formally request the Town Board's authorization to advertise the following seasonal positions:

Lake Peekskill Beach Monitors  
Lake Oscawana Beach Monitors  
Roaring Brook Lake Superintendent  
Lookout Manor District Labor  
Barger Pond District Labor



**PUTNAM COUNTY REAL PROPERTY TAX SERVICE CONTRACT**

AGREEMENT MADE THIS 1<sup>st</sup> DAY OF MARCH BETWEEN: THE TOWN OF PUTNAM VALLEY REFERRED TO AS THE TOWN AND THE COUNTY OF PUTNAM HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 40 GLENEIDA AVENUE, CARMEL, NEW YORK 10512, HEREINAFTER REFERRED TO AS COUNTY.

THE PARTIES HEREIN AGREE AS FOLLOWS:

- 1) THE COUNTY SHALL PREPARE THE TENTATIVE ASSESSMENT ROLL, FOR THE CALENDAR YEAR OF 2020 AND HAVE IT AVAILABLE ON THE COUNTY WEBSITE TO COMPLY WITH RPTL §1591
- 2) EVERY TRANSFER OF PROPERTY, CHANGE OF ADDRESS, DESCRIPTION OR VALUATION, SPECIAL FRANCHISE, PUBLIC UTILITY, SHALL BE DATA ENTERED BY ASSESSOR OF TOWN OR DESIGNATED STAFF MEMBER. ASSESSOR AND/OR DESIGNATED STAFF MEMBER IS RESPONSIBLE FOR ALL RPS SOFTWARE UPDATES TO BE CURRENT AND UPDATING REFERENCE TABLES IN RPS.
- 3) AFTER CLOSING OF THE BOOKS ON MARCH 1<sup>st</sup>, ALL CHANGES SHALL BE ENTERED ON OR BEFORE APRIL 15<sup>th</sup> BY THE TOWN, THIS IS ESSENTIAL SO THAT THE TENTATIVE ASSESSMENT ROLL IS RUN FOR THE MAY 1<sup>st</sup> DEADLINE.
- 4) ALL GRIEVANCE CHANGES, CORRECTION OF CLERICAL ERRORS, & UNLAWFUL ENTRIES SHALL BE APPROVED BY THE BOARD OF ASSESSMENT REVIEW AND ENTERED BY THE TOWN INTO THE REAL PROPERTY SYSTEM, BACKED UP AND BROUGHT TO THE REAL PROPERTY TAX SERVICE AGENCY NO LATER THAN JUNE 15<sup>th</sup> FOR FINAL ROLL PROCESSING AND SCHOOL PROCESSING.
- 5) ALL CHANGES FOR COUNTY AND TOWN TAX ROLLS SHALL BE SUBMITTED BY THE TOWN ON OR BEFORE NOVEMBER 20<sup>th</sup>.
- 6) ALL UNPAIDS TO BE MANUALLY ENTERED BY THE COUNTY MUST BE SUBMITTED BY **OCTOBER 30<sup>th</sup>**, RPSV4 MERGEABLE FILES MUST BE SUBMITTED BY **NOVEMBER 20<sup>th</sup>**.
- 7) A SEPARATE AGREEMENT SHALL BE NEGOTIATED FOR THE PROVISIONS OF RPTL §1537, OPTIONAL COUNTY SERVICES.



PRICE FOR THE PREPARATION OF THE FOLLOWING IS \$ 0.50 PER PARCEL:

- 1) TENTATIVE ASSESSMENT ROLL (2 COPIES\*) AND ASSOCIATED REPORTS, COA'S
- 2) FINAL ASSESSMENT ROLL (2 COPIES\*)
- 3) TAX ROLL (2 COPIES\*)
- 4) HARD & SOFT BINDERS FOR ROLLS
- 5) BANK CODE LISTINGS
- 6) APPORTIONMENT OF SPECIAL FRANCHISE
- 7) 1 SET OF TAX BILLS IN ENVELOPES
- 8) RPS 145D1,155D1 & 160D1 TAX EXTRACTS
- 9) DATA ENTRY FOR PRO-RATAS
- 10) 1 SET TAX MAPS 24" x 36"

UNPAID WATER, SEWER, OR OTHER UNPAIDS WILL BE CHARGED A FEE IN THE AMOUNT OF 50.00 PER HUNDRED IF THE DATA HAS TO BE MANUALLY ENTERED, OR IF TAX MAP NUMBERS PROVIDED IN COMPUTER FORMAT ARE INVALID.

IF ANY ADDITIONAL SPECIAL DISTRICT ROLLS ARE REQUIRED THE TOWN WILL BE CHARGED A FEE OF 0.01 PER PARCEL.

IF ANY INSERTS ARE REQUESTED THE TOWN WILL BE CHARGED A FEE OF 0.01 PER ENVELOPE.

\*.02 PER PARCEL WILL BE DEDUCTED IF ONE (1) COPY OF EACH ROLL IS REQUESTED INSTEAD OF TWO (2)

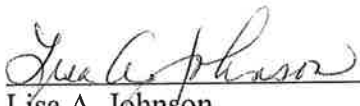
THE TOWN OF PUTNAM VALLEY HEREBY REPRESENTS THAT THE AGREEMENT HEREIN HAS BEEN APPROVED BY RESOLUTION OF THE TOWN BOARD, A COPY OF WHICH IS ANNEXED HERETO AND MADE A PART HEREOF:

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN NEW YORK, ON THE DATE HEREIN ABOVE SET FORTH.

READ AND APPROVED BY:

\_\_\_\_\_  
MaryEllen Odell  
County Executive

DATE: \_\_\_\_\_

  
Lisa A. Johnson  
County Director, R.P.T.S.A.

DATE: 3/2/20

\_\_\_\_\_  
William J. Carlin  
Commissioner of Finance

DATE: \_\_\_\_\_

\_\_\_\_\_  
Jennifer S. Bumgarner  
County Attorney

DATE: \_\_\_\_\_

\_\_\_\_\_  
Jennifer S. Bumgarner  
County Attorney  
o/b/o Risk Management

DATE: \_\_\_\_\_

  
Sam Oliverio, Jr.  
Town Supervisor

DATE: 3/4/20

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**From:** Sam Oliverio  
**Sent:** Thursday, March 5, 2020 9:03 AM  
**To:** <mailto:Annabipvtb@gmail.com> ; <mailto:cminc@optonline.net> ; Louie ; [ralph1014smith@gmail.com](mailto:ralph1014smith@gmail.com)  
**Cc:** [Todd W. Atkinson](mailto:Todd W. Atkinson) ; [barberbruce@yahoo.com](mailto:barberbruce@yahoo.com) ; Rich Quaglietta ; Karen Kroboth  
**Subject:** Zoning Updates

Hi Everyone,

I have asked Bruce Barber to begin updating some of our Zoning Codes and ordinances as he has done in the past. Ultimately we really need to update our Comprehensive Plan and the entire Zoning Code. That is exceedingly expensive so we are going to do a small portion at a time. Right now Bruce is concentrating on some of our more important issues. One of them is getting rid of the agricultural Town District in favor of JUST the County Agricultural District. This is extremely important to prevent the type of destruction of property that has occurred in the past under this Zoning Code. We will still allow farming and agricultural practices to occur under the County designation, but NOT by using the old Town code. I have also asked Bruce to modify the rules governing a requested modification in a site plan or building structure. That is, the Planning Board will have the power to grant a change-order if the vote is a majority plus one (super majority). This will speed up the Planning Board process but also guarantee that the interests of the Community are protected with a super majority vote.

After these items are completed by a public hearing and final vote of our Board, I have asked Bruce to then prepare the inclusion of all our corners (Croft, Tompkins, Adams and where the old Spruce Hill Inn was located) into a Neighborhood/Commercial zoned area. This would provide the owner of the property at these corners the opportunity to open a small shop on the bottom floor and an apartment on the upper floor. Right now at Croft's Corners the area is desolate but there is a buyer who is looking to buy the property then put a bagel shop or bakery there. One thing I do not like seeing are more houses being built in our Town. I would much rather see a small business here with a possibility of some affordable rental space.

We will discuss these items during our work session.

Thank you!!

*Sam Oliverio*

Supervisor - Town of Putnam Valley  
845-526-2121  
Carpe Diem

Don't try to reinvent the wheel:  
Help to make it roll better.